



Niagara Association of REALTORS®

Application for Firm Membership

BROKER OF RECORD INFORMATION

Name as it appears on your RECO license _____

Broker of Record RECO License # _____

Name _____

Email Address _____ Phone # _____

OFFICE INFORMATION

Office RECO License# _____

Office Name _____

Office Address _____

City _____ Postal Code _____

Office Phone _____ Fax number _____

Office Email _____ Office Website _____

ENTRANCE FEES AND DUES

NAR Firm Entrance Fee	\$3000.00	NAR Broker of Record Entrance Fee	\$1000.00
OREA Entrance Fee	\$200.00	Prorated Fees (Call Association for Amount)	\$ _____
CREA Entrance Fee	\$200.00	Clareity Security Fee	\$20.00
OREA Quarterly Dues	\$28.75	HST (#R108010935) applicable on all Fees	\$ _____
CREA Quarterly Dues	\$77.50	TOTAL DUE	\$ _____

METHOD OF PAYMENT

Visa
 Mastercard
 Cheque
 Debit

Credit Card # _____ Expiry _____ / _____ CVC _____

Cardholder Signature _____

1. If a former member, indicate the last year you were a member: _____
2. If transferring from another Real Estate Board, name of Board: _____
3. If you are a dual member with another Real Estate Board, name of Board: _____

If accepted as a Firm Member, I agree to be bound by the Bylaw, Policy and Rules and Regulations of the Niagara Association of REALTORS® and the Code of Ethics and Standards of Business Practice of the Canadian Real Estate Association and the RECO Code of Ethics adopted by NAR. In making application for membership I waive all claims against the Niagara Association of REALTORS®, its Officers, Directors and any and all members arising out of any act in connection with the considered rejection or acceptance of this application.

I acknowledge and agree that the submission of this Firm Membership application constitutes my consent to the collection, use and disclosure by the Niagara Association of REALTORS® of the information submitted in this Membership Application and any other personal information about me collected by the Niagara Association of REALTORS® during the course of my membership.

I understand that the collection, use and limited disclosure of any personal information will only be for the purposes of fulfilling Niagara Association of REALTORS®' mandate, including the provision of services, products, and information to me by the Niagara Association of REALTORS®, or any organization authorized by the Niagara Association of REALTORS®, and only in a manner consistent with the Niagara Association of REALTORS®' Privacy Policy.

Subject to applicable laws and with specific exceptions to protect the privacy of third parties, I understand that I may access my personal information held by the Niagara Association of REALTORS® and may submit comments on or corrections to such information for inclusion with my personal information.

I have provided all information truthfully on this entire application form, and if accepted into membership, I agree to conform to all the requirements and obligations of the Niagara Association of REALTORS®. **I hereby consent to the verification of any or all of the above given information.**

I acknowledge that a **New Member Fusion/Orientation Training Course** is a Membership prerequisite and agree to attend either the first or second of each of these mandatory courses scheduled immediately following the date of my approval as a Member. Failure to attend the stipulated mandatory courses will result in automatic and immediate termination of Contingent Membership by the Board of Directors and forfeit of any and all fees and dues paid, in accordance with the provisions of the Association Policy.

I acknowledge this application will only be processed provided any outstanding accounts I had with the Niagara Association of REALTORS® have been paid in full.

Date _____ Broker of Record _____ (Signature)

<p>For Office Use Only</p> <p>Application reviewed by: _____, Carolyn Bones-Poley, CEO</p>



MLS® Database User Agreement

Member's Name

NR Number

TO: MEMBERS OF THE NIAGARA ASSOCIATION OF REALTORS®

For valuable consideration, the undersigned (hereinafter the "User"), being a member of the Association (or a member of a Board/Association that is a signatory to the current OREA sponsored universal data sharing agreement (UDSA)), and wishing to obtain remote electronic access to the Association's data bases through the use of the MLS® Database (hereinafter the "System"), for purposes of applying the User's professional, consulting, or technical expertise for the benefit of clients, do hereby irrevocably covenant, undertake, acknowledge, and agree as follows:

1. The System is the property of the MLS® Database Provider (hereinafter "Provider") and is licensed to the Association for the purpose only of sublicensing access to authorized members and affiliates of the Association. The contents of any databases accessed by the User through the System are the property of the Association or any third party supplier.
2. The Association will assign to the User, a User ID for the purpose of enabling remote electronic access to the Association's databases through the System.
3. The User is responsible for security of the User ID and the User shall not:
 - a) permit any person who is accessing the data bases on the User's behalf, use of the User ID;
 - b) use the User ID of any other member;
 - c) attempt to access, modify, or reverse engineer the computer programs which are part of the System;
 - d) attempt, examine, or challenge the security arrangements or reveal details of any security mechanism included in the hardware or the System;
 - e) take any action, which in the opinion of the Association is detrimental to the System.
4. Use of information, products, and services acquired as well as any right or interest granted or obtained under this arrangement is personal as between the User and the Association. Subject to the intention expressed in this provision, any passing of information, products, or services to third parties constitutes a breach of this agreement. Without limiting the generality of the foregoing, the following dealings with information, products, and services are strictly prohibited:
 - a) transfer, exchange, transmission, gifting, passing, releasing, publishing, sharing or sale of information products;
 - b) marketing or reselling of the services acquired;
 - c) acting as an agent for any other person for input or retrieval of information or services from the System.

This provision is not intended to prohibit the User from including information, products, and services acquired under the remote electronic access arrangements in any report, opinion, appraisal or other advice prepared by the User applying the User's professional, consulting, or technical expertise for the benefit of clients in the course of acting in the User's capacity as a real estate salesperson or agent.

5. The Association and Provider shall not be liable to the User for any losses, claims, damages, actions, causes of action, costs, or expense that may result from use of the System or provision of remote electronic access to the Association's data bases for any reason whatsoever, including, but not limited to by reason of errors or omissions in the System or within the accessed data bases.
6. In addition to the compliance provisions contained within this agreement, the user will also comply with all policies, standards, or procedures as may be issued from time to time by the Association relative to use of the System provision of remote electronic access to the Association's data bases.
7. The User shall pay to the Association all applicable fees and charges for use of the System.
8. The User will indemnify and save harmless the Association, the Provider, and their respective agents and employees from and against any and all losses, claims, damages, actions, causes of actions, costs, and expenses that may result from:
 - a) any default, act or omission of the User, or the User's employees or agents relating to the provisions of this agreement;
 - b) the use of the User ID provided to the User;
 - c) any alteration or destruction of data or computer programs.

9. The Association will suspend the User's access and may suspend the User's membership in the Association at any time if the User does not comply with the provisions of this agreement or if the Association is of the opinion that there is some valid reason for suspending access, which suspension may be issued without notice. Further, the discipline procedure set out in the policies of the Association may be applied against the User if the User fails to observe any provision of this agreement.
10. The User may terminate this agreement and the User's right to access in the event of default, or in the event the Association's right to provide remote electronic access ceases or terminates.
11. Any manuals or documentation provided to the User for use of the System are the copyrighted materials and the User may not make duplicate copies. Any further copies may be purchased from the Association.
12. The User shall be required to furnish to the Association such reports as the Association may reasonably require from time to time in relation to the User's activities in using the System.
13. The Provider is a beneficiary of the Association, and the rights expressed in this agreement as being in favour of Provider are held by the Association in trust, and the undersigned acknowledges and agrees that Provider shall be entitled to enforce the provisions of this agreement stated to be in its favour.
14. The User hereby applies for the right of access to the System for office or individual terminals and/or personal computers. Access by the User shall be protected by a password personally chosen by the User.
15. The Association may, from time to time, and without notice, make variations, additions or deletions to the MLS® data or change the manner in which the System's services are provided as the Association, in its absolute discretion, sees fit.
16. The Association is not responsible for the accuracy of the MLS® data, nor whether or not a particular property included in the MLS® data, is available at the time of viewing or printout. MLS® data is provided solely as an initial guide to MLS® listings that may be available from time to time. The User agrees that the MLS® data shall not form the basis for agreements pertaining to a trade in real estate, but that reference shall be made to information verified by the Listing Broker.
17. All MLS® data in the System is the sole property of the Association and its Members and is confidential property and the subject matter of copyright in favour of the Association. The MLS® data, and any other information made available to the User subsequently by the Association throughout the System, shall not be reproduced, compiled or otherwise dealt with in whole or in part except as provided herein or in the ordinary course of business or with the prior written consent of the Association. In particular, the information from the System shall not be distributed in any form to
18. **REMEDY: \$2,000.00 FINE AND A ONE (1) YEAR SUSPENSION FROM THE MLS® ON-LINE SYSTEM.**

IN WITNESS WHEREOF the User has hereunto set its hand this _____ day

of _____, 20_____

WITNESS

)
)
)
)
) _____
) (Signature of Member)
)
)
)
) _____
) (Print Name of Member)



Niagara Association of REALTORS®

IDX OPT IN/OUT

BROKER OF RECORD INFORMATION

Name as it appears on your RECO license _____

Broker of Record RECO License # _____

Name _____

Email Address _____ Phone # _____

OFFICE INFORMATION

Office RECO License# _____

Office Name _____

IDX

The MLS® System brings with it the ability to distribute listing data online via the IDX (Internet Data Exchange) standard. The brokerage level, IDX feeds can be turned on or off for individual brokerage. If IDX feeds are turned **ON** at the brokerage level, websites (with the required feed information) can have a framed IDX search widget shown on a page. When viewing a listing via an IDX feed, the listing brokerage is always shown in the details of the listing, regardless of the brokerage displaying listings via the IDX feed.

Should a brokerage choose to turn **OFF** IDX at the brokerage level, listings will not be included in IDX search results. It is also important to note that this will stop listings from appearing on sites such as Look4Homes, a REALTOR® website using a framed IDX search widget, and the Matrix Portal Search Widget (provided to clients).

I would like the IDX option for my Brokerage to be set to:

ON

OFF

Date: _____ Broker of Record Signature _____

For Office Review Only

Reviewed by: _____, Chief Executive Officer