



10. Have you been disciplined by any of the above MLS's  Yes  No If yes, attach copies of discipline
11. Have you ever been disciplined by the Real Estate Commission?  Yes  No If yes, attach copies of discipline

Sole proprietors, general partners or corporate officers must answer these questions:

- a. Are you subject to any pending bankruptcy proceedings?  Yes  No
- b. Have you been adjudged bankrupt within the last three (3) years?  Yes  No
- c. Do you have any record of official sanctions by a court or other lawful authority within the past three (3) years for...
- civil rights laws  Yes  No
- real estate licensing laws  Yes  No
- other laws prohibiting unprofessional conduct  Yes  No

## TERMS AND CONDITIONS FOR ELKHART COUNTY MLS MEMBERSHIP

I understand and agree that by becoming and remaining a Participant with the MLS, I agree to abide by the MLS Rules and Regulations and other policies that may be established, and amended from time to time, by the ECBOR and MLS Board of Directors, IAR and NAR. *Complete Rules and Regulations are available on [www.ecbor.com](http://www.ecbor.com).*

1. I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the MLS rules.
2. I agree not to reproduce any portion of the active listing except as provided in the MLS rules.
3. I agree not to download the MLS data except as provided in the MLS rules.
4. I am a Primary member of the Northeastern, North Central or Kosciusko Association of REALTORS® and the Participant in their Multiple Listing Service.
5. I agree not to allow anyone other than authorized participants, their agents and Clerical Users as defined in the MLS rules, to access any computer receiving MLS information. I agree not to transmit the information to any Participants, Agents and Clerical Users not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the Participant or Agent who downloaded the data in compliance with the MLS rules.
6. I agree I will not give or sell my password to any person nor make it available to any person. I agree I will not allow agents or Clerical Staff who may have access to the MLS to give or sell their passwords to any persons.
7. I understand that the clerical users I have registered may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me, is my responsibility and can result in discipline to me and ultimate termination of MLS services to me.
8. The security of many homeowners in the area depends on the security of the lockbox system. I will not lend or make available my Lockbox Key to any person, even an authorized MLS user. I will not allow my agents or Clerical Staff to lend their Lockbox key to any person, even an authorized MLS user. I further understand that the MLS can incur costs in securing the system if I fail to make adequate measures to protect my key, and lockbox (es) and that I agree to be responsible for incurred costs.
9. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of service. In addition to that, my actions may cause damage to the Association, which owns the MLS, and the Association may pursue legal remedies against me to recover such damages.

10. I understand that when agents change or leave this office, the Participant must notify the MLS, in writing within 48 hours, before MLS Service will be terminated. I further understand no MLS fees will be refunded.
11. I understand that the MLS may require that I attend an orientation class within sixty (60) days after my access to the MLS has been granted.
12. I understand that MLS fees are non-refundable. In the event I, or any agent in my office, fails to maintain eligibility for membership for MLS services for a reason under the Bylaws or MLS Rules, including but not limited to discipline by ECBOR and/or Elkhart County MLS, I understand dues and fees will not be refunded. I agree to pay fees as determined for the use, and fines for the misuse, of the MLS service, including but not limited to reinstatement fees and/or late fees incurred on delinquent accounts.
13. I authorize ECBOR and/or its MLS or its representatives to verify any information in this application including contacting any Association/MLS, the DRE, current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant or Subscriber to release all membership and disciplinary records to the Elkhart County MLS to which I am applying. I further authorize ECBOR and/or Elkhart County MLS to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by ECBOR, Elkhart County MLS, NAR, IAR, their agents, employees, committees or members.
14. As a Participant, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (1) other Participants or (2) any other MLS Participant of another Board/Association MLS which shares a common database with the Elkhart County MLS through a Shared Service or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association rules and procedures for arbitration.
15. I agree to pay all costs incurred in the name of the MLS Participant named (if other than the owner). I also agree to pay fees and charges for all agents using the Elkhart County MLS service. Agents not using the service will be provided a blanket waiver. I understand I will automatically be billed a Unit of Service for each agent violating the terms of the waiver.

I understand the current Elkhart County MLS fees are as follows: (Please note: these fees may not be all inclusive)

Reciprocity Unit of Service	\$25.00
Processing Fee (New & Transfers)	\$50.00
Non-County Listing Input	\$20.00 per listing
Fines (see Rules & Regs)	varies

16. By Signature below, I authorize the MLS of Elkhart County, Inc. to fax any material advertising the commercial availability or quality of any property, goods, services deemed appropriate by the MLS of Elkhart County, Inc. to the fax number listed in this application.

**I agree to the above Terms and conditions for Elkhart County MLS Membership and that the information given in this application is true and correct:**

Applicant Signature (Owner) \_\_\_\_\_ Date \_\_\_\_\_

Signature of MLS Participant (Broker) \_\_\_\_\_ Date \_\_\_\_\_

Return Application to:

**ELKHART COUNTY MLS**  
**57225 Alpha Drive**  
**Goshen IN 46528**  
**mls@ecbor.com**

**(574) 875-3283 Fax (574) 875-7174**

<p>For Office Use Only:</p> <p>User Name: _____</p> <p>Password: _____</p> <p>Office ID: _____</p> <p>Office NRDS #: _____</p>
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In Elkhart County

<http://www.ecbor.com>

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Multiple Listing Service  
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Goshen IN 46528  
Phone (574) 875-3283  
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## Reciprocal Agent Information Form

*\*This form must be filled out for each Agent. Please return to Board office with Application*

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Voice Mail: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Phone Number you wish to appear on Listings: \_\_\_\_\_



REALTOR<sup>®</sup> - is a registered mark which identifies a professional in real estate who subscribes to a strict Code of Ethics as a member of the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup>



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## Credit Card Authorization

I hereby give the Elkhart County Board of REALTORS® and/or the Multiple Listing Service of Elkhart County authorization to charge my credit card for payment for the following goods and/or services.

Agent Name: \_\_\_\_\_

Agent ID: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Office Name: \_\_\_\_\_

Amount to be charged: \$ \_\_\_\_\_

Payment for: \_\_\_\_\_

\_\_\_\_\_  
Name of Cardholder

\_\_\_\_\_  
Dave

\_\_\_\_\_  
Signature of Cardholder

\_\_\_\_\_  
Date

### Card Information

Personal Card  
(Circle One)

Corporate Card

Card Type:  
(Circle One)

Visa

MasterCard

Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

3 Digit Security Code #: \_\_\_\_\_ (last three numbers found on the back of your credit card)

\*Zip Code: \_\_\_\_\_

This must be the same Zip Code the credit card company has on record for the Cardholder.



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