

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 KBOR/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 KBOR/MLS Board of Directors, IAR and NAR.

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 Ft. Wayne 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 KBOR and/or Kosciusko 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 KBOR/MLS 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 Kosciusko County MLS to which I am applying. I further authorize KBOR and/or Kosciusko 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 KBOR/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 Kosciusko 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 Kosciusko 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 Kosciusko County MLS fees are as follows: (Please note: these fees may not be all inclusive)

Reciprocity Unit of Service	\$35.00
Non-County Listing Input	\$20.00 per listing

16. For Non-Payment of MLS Billings: Please refer to Section 6.1 of the MLS Rules and Regulations pertaining to failure to pay for MLS services. In addition to these policies, please be advised that a \$150 activation fee will be charged to reinstate service – this includes agents who go inactive and re-activate in the same year. After 90 days the delinquent account will be processed in small claims court. In addition to past due account balance, the Participant will be obligated to pay reasonable attorney fees in connection with the recovery of any past due account balance. The MLS Participant is considered personally responsible for any unpaid MLS balance and will not be granted MLS access through another office until the past due bill is paid in full.
17. By Signature below, I authorize the MLS of Kosciusko County, Inc. to fax any material advertising the commercial availability or quality of any property, goods, services deemed appropriate by the MLS of Kosciusko County, Inc. to the fax number listed in this application.

I agree to the above Terms and conditions for Kosciusko 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:

KBOR/MLS, Inc.
120 S. Lake St. Suite 220
Warsaw, IN 46580
kbormls@kbor.com

(574) 269-6719 Fax (574) 268-1763

<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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Kosciusko Board of REALTORS, Multiple Listing Service, Inc.
120 S. Lake St. Suite 220 * Warsaw, IN 46580
Phone: 1-866-627-0679 Fax: 1-574-268-1763

Reciprocal Agent Information Sheet

**Please fill in the following information and 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: _____

Supra Keypad/Pin #: _____