



MetroList Services, Inc.
PARTICIPANT APPLICATION PROCEDURES
El Dorado Administrative Center

Thank you for inquiring about participating in MetroList Services, Inc. (MLS). Outlined on this cover sheet are our Participant application procedures.

The following items **MUST BE RECEIVED** in order to process your application request:

- Application: Must be fully completed and signed.
- California Bureau of Real Estate License: You must be actively listed on the BRE website (www.dre.ca.gov) to be eligible for membership in either EDCAR or MLS. Please note that the office information listed on the MetroList application must match your BRE record.
- Certificate of NonUse Form: Must be fully completed, accompanied by attached list "A" if more than one subscriber waiver is needed.
- Picture ID: A copy of your picture ID (driver's license, passport, etc.).
- Lockbox Key Agreement: If requesting key service a completed MetroList Key Lease Agreement is required. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
- Payment: Includes Application start-up and quarterly fees. Payment must be collected in order to complete the application process.

IMPORTANT NOTE: Access to MetroList Services requires that Applicants must either appear in person at any MetroList Administrative Center or submit a notarized application. ActiveKey's may only be issued in person.

You may fax, hand-carry or mail your application package to the Administrative Center of your choice.

Please contact the Administrative Center to expedite your application request or to inquire about their specific processing hours.

El Dorado County Association of REALTORS®, 4096 Mother Lode Drive, Shingle Springs, CA 95682
Mail to: P.O. Box 627, Shingle Springs, CA 95682
530-676-0161 | fax: 530-676-0180 | membership@edcar.org



MetroList Services, Inc.
Participant/Subscriber Application

For MLS Use Only	
Member Num.	_____
Office Num.	_____
Assoc. Code	_____

Applicant Information	First Name _____ Middle Initial _____ Last Name _____ <small>(As shown on BRE license)</small>
	Nickname _____
	Home Street Address _____
	City _____ State <u>CA</u> Zip Code + Four _____ -

Company/ Office Information	Office Name _____
	Office Street Address _____
	City _____ State <u>CA</u> Zip Code + Four _____ -
	Office Mailing P.O. Box/Street Address _____ <small>(If different than above)</small>
	City _____ State <u>CA</u> Zip Code + Four _____ -
	Office Phone _____ - - Office Fax _____ - -

Applicant Contact Information	Preferred Mailing Address: <input type="radio"/> Home <input type="radio"/> Office Preferred Fax Number: <input type="radio"/> Office <input type="radio"/> Personal
	Office Phone _____ - - Personal Fax _____ - -
	Home Phone _____ - -
	I want the following telephone numbers to appear on my listings:
	Primary Phone _____ - - Secondary Phone _____ - - <small>(Only Secondary # appears on metrolistmls.com)</small>
	Email Address _____

Required For Identification Purposes	Date of Birth _____ / _____ / _____
	SSN _____ - - Driver's License Number _____
	Mother's Maiden Name _____ Place of Birth _____

License Information	BRE License Number _____ BRE License Expires _____ / _____ / _____
	BRE Corporate License Number _____ BRE License Expires _____ / _____ / _____
	BREA Appraiser License Number _____ BREA License Expires _____ / _____ / _____

License Information continued

I am a (select one) : Broker Licensed Appraiser
 Salesperson Appraiser in Training

And, I am (select one) : a Broker Participant
 an Appraiser Participant
 an employee or an independent contractor affiliated with a Broker/Appraiser Participant
 a sole proprietor
 a general partner
 a corporate officer
 a non-principal

If I select sole proprietor, general partner or corporate officer, then I understand that I must answer the following questions:

1. Are you subject to any pending bankruptcy proceedings? Yes No
2. Have you been adjudged bankrupt within the last 3 years? Yes No
3. Have any official sanctions by a court or other lawful authority been imposed upon you within the past 3 years:

Civil rights laws	<input type="radio"/> Yes	<input type="radio"/> No
Real estate licensing laws	<input type="radio"/> Yes	<input type="radio"/> No
Other laws prohibiting unprofessional conduct	<input type="radio"/> Yes	<input type="radio"/> No

I am also a member of the following MLS(s) : _____

I have belonged to the following MLS(s): _____

- (select one) : I have not been disciplined by one of the above MLS(s)
 I have been disciplined by one of the above MLS(s), and I have attached copies of the discipline
- (select one) : I have not been disciplined by the BRE or BREA
 I have been disciplined by the BRE or BREA, and I have attached copies of the discipline

MLS Rules

By signing this application, I understand and agree to abide by the MLS Rules, as from time-to-time amended, including but not limited to the following:

- a. I have completed the MLS Orientation Program by reading the MetroList MLS Orientation Program Manual. (4.1 and 4.2)
- b. I understand that I must maintain a valid, active license or certificate at all times. (4.1 and 4.2)
- c. I understand that my continued participation in the MLS is dependent on my timely payment of all fees as charged by MetroList. (4.1 and 4.2)

**MLS Rules
continued**

- d. If I am an applicant other than a principal, partner or corporate officer of the real estate firm/appraisal firm, then I must remain employed by or affiliated as an independent contractor with a Broker Participant (4.2.1) or employed by an Appraiser Participant. (4.2.2)
- e. I agree to register all Clerical Users (licensed or unlicensed) with the Service. I understand Clerical Users are authorized limited access to the MLS for clerical tasks only and may not perform any activity that requires a real estate license. I also agree that any violation by a Clerical User that have registered with the service can result in discipline to me and ultimate termination of my MLS services. (4.3, 12.12.1 and 14.1.d)
- f. If I am a Broker or an Appraiser Participant, then I must list all licensees and certificate holders and their license numbers that are working under my license and have attached said list. (4.4)
- g. I understand that my participation is not transferable. (4.5)
- h. I agree that I will input or submit to the Service any and all listings and that I will maintain said listings in accordance with the MLS Rules. (7.6)
- i. I understand and agree that I have no ownership or copyrights to the MLS data; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS data nor reproduce any portion of the active listings unless specifically authorized under the MLS Rules. (Sections 11 and 12)
- j. I understand that I will be assigned a unique user name ("Agent ID") by MetroList. I understand that if I permit another person to use my Agent ID for access to the MLS computer system without authorization from MetroList, I will be subject to a fine and/or other disciplinary action up to and including termination of MLS services. I understand that unauthorized access to and/or use of computers, computer systems or computer data, including misuse of my Agent ID, is a crime under California penal code section 502. (12.20)
- k. I understand that all access to the system furnished or permitted under these MLS Rules are furnished without warranty of any kind, either express or implied, and all such warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

I further understand that MetroList will not be responsible for the interruption of, interference with, lessening of or suspension of any of the services or access to the system or to information to be provided hereunder if caused by strikes, earthquakes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God or material shortages, failures, malfunctions or inadequacies of equipment not provided by MetroList, or any other cause not under the control of MetroList, or for material shortages, failures, malfunctions or inadequacies of equipment or software provided by MetroList or any other party during any transition or upgrade from one computer system to another computer system or any computer system upgrade.

I agree that in no event will MetroList be liable to Participants, Subscribers and/or Clerical Users or to any other person for any indirect, special, or consequential damages, including without limitation, any loss of profits or loss of revenues arising out of or in connection with the use or performance of the system operation or other services furnished by MetroList. (12.21)

- l. I will not lend nor make available my Key to any person, even if said person is a Participant or Subscriber or a registered Clerical User; and I fully understand my obligations as a Keyholder in the Keybox System. I understand that if I am an Appraiser Participant or Appraiser Subscriber applicant that I am not eligible to purchase a Keybox; place a Keybox on any property; or use a key to enter a property without the express permission of the owner or listing agent. (Section 13)
- m. I agree that all MLS Rules violations shall be processed in accordance with Section 15 of the MLS Rules. (15)

Authorization and Agreement

I authorize MetroList or its representative(s) to verify any information in this application including contacting any MLS, the BRE, current or past Brokers, Participants, salespersons, Subscribers or business associates. I further authorize any MLS in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to MetroList or its representative(s). I further authorize MetroList or its representative(s) 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 MetroList or its representative(s).

I hereby apply for participation as a Participant or Subscriber in the MetroList Services, Inc. ("MetroList") Multiple Listing Service ("MLS"). I have read and hereby agree to abide by the MetroList Services, Inc. MLS Rules. I understand that the MLS Rules cited in parentheses () throughout this application refer to sections of the MLS Rules applicable to the questions referenced herein.

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 my MLS service. In addition to that, my actions may cause damage to MetroList, which owns the MLS, and that MetroList may pursue their legal remedies against me to recover such damages.

I understand and agree that if I wish to change, modify, or terminate my MetroList MLS Service, I must do so in writing.

I understand that by checking this box, I have read and understood the following:

I understand that it is my responsibility to pay my MetroList fees by the given date.

If my MetroList payment is not received by the due date, my services are subject to suspension and may later result in termination.

I understand that it is my responsibility to notify MetroList if any information on this application changes.

I understand that once my services are terminated with MetroList I must go through the application process to reapply and that am subject to Application fees.

Required Signature(s)

I declare under penalty of perjury that the information given in this application is true and correct.

Executed at _____, CA

Subscriber Signature
(Agent/Appraiser/Broker Subscriber)

Print Subscriber Name

Date

Participant Signature
(Broker/Appraiser)

Print Participant Name

Date

Fees Collected

Initial Participation Fee _____

Note: Future Participation Fees will be billed by MetroList Services, Inc.

METROLIST SERVICES, INC.
One Time Credit Card Payment Authorization

Name on Card _____

Credit Card No _____

Exp. Date _____ Billing Zip Code _____ 3-or-4 digit
Security Code _____

Amount to Charge \$ _____

Authorized Signature _____

This document will be destroyed after processing

Dear Participant Applicant:

The attached Certification of Nonuse Form states that persons affiliated with your office that do NOT have a subscription to MetroList will not use the service in ANY way. MetroList MLS Rules 12.19 and 12.20 provide for fines up to \$1,000 and/or loss of service as a penalty for violation. Some fines may be automatic if a violation occurs.

If you have agents, clerical workers or technical personnel that need access to the MLS system of data in order to assist you, then you must register them. It is a violation of the MLS Rules, to which you agreed to abide, to allow nonparticipants/subscribers to access the system in ANY way. Furthermore, it is a felony in the state of California to access a computer system without proper authorization.

MetroList has provisions for access by unlicensed people such as secretaries and computer technicians. Administrative assistants and secretaries may have full system access at a reduced fee by subscribing as a clerical user. Technicians, whose occupation is the repair or development of technical products, must also sign a non-disclosure agreement with MetroList in order to have access.

Again, assistants, secretaries and real estate agents may NOT use the system in ANY way if they do not subscribe to MetroList. Title company representatives, software vendors and sales people are not considered technicians and must not be given access.

Please sign and return this Certification of Nonuse Form for each of your agents who do not subscribe to MetroList.



MetroList Services, Inc.
Certification of Nonuse Form

**Certification
and
Agreement**

I, as a MetroList MLS Participant, hereby submit this Certification of Nonuse Form to the MetroList Services, Inc., MLS for waiver of the monthly participation fee and the requirement to submit an application for the following Subscriber(s): _____

See attached list "A" dated _____ if more than one subscriber.

I am aware that the MLS Rule, 5.1.6 Certification of Nonuse, reads:

A real estate licensed or certified appraiser may be relieved from payment under Section 5.1.3 by having his/her Participant certify in writing to the MLS that as a licensed or certified person in the office he/she is engaged solely in activities that do not require a real estate license, appraiser's license or certification, or that he/she will not use the MLS or KeyBox system data in anyway. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, the Participant shall be subject to fees dating back to the date of the Certification Form. The Participant and Subscriber may also be subject to any other sanction imposed for violation of the MLS Rules up to and including loss of participation rights and access to the Service or KeyBox System.

This individual and/or individuals whose name(s) appear on List "A" for whom I am completing this Certification of Nonuse Form is a:

(choose one) Un-Licensed Licensed Certified

(choose one) Broker Agent Appraiser Employee

and this individual and/or individuals does not need an MLS Agent ID and Password and **does not use the MLS Service in anyway.**

I understand that the only exception to the above stated rule is if a licensed or certified person in the office is currently an existing Clerical User with the MLS and is abiding by the rules stated in the Clerical User Registration Form.

I agree that should this individual and/or individuals whose name(s) appear on List "A", be found in violation of the terms of this Certification of Nonuse Form, then I, as the MLS Participant, shall be subject to fees dating back to the date of this Certification of Nonuse Form. I further agree that I may also be subject to any other sanction imposed for violation of the MLS Rules up to and including loss of participation rights in and access to the MLS.

**Responsible
Participant
Signature**

Responsible Participant Signature

Print Responsible Participant Name

Date

/ /



Sign Up for

Automatic Credit Card Billing

Pay your MLS fees automatically using the MetroList Automatic Credit Card Service – Best of all there is no additional charge for this service.

With our Automatic Credit Card Service your MLS fees will always be paid on time. MetroList will charge your credit card **automatically** for your MLS fees for the current month on approximately the 5th of each month.

The amount charged to your credit card will include your MLS Participant/Subscriber Fee, the System Use and Key Lease Fee, and any other currently outstanding MLS Fees (i.e. fines, purchases, template fees, voicemail fees). The amount charged might vary from person to person depending upon the services each person receives and the Sales Tax jurisdiction each person is located in. However, your charge will remain the same month to month unless you change the services that you receive.

Sign Up Today By Completing The Form Below!

Once you sign up for the Automatic Credit Card Service, MetroList will stop billing you quarterly in advance for your MLS fees. MetroList accepts VISA, MASTERCARD, AMERICAN EXPRESS, and DISCOVER cards.

Name _____

Address _____

City/State/Zip _____

Credit Card Number _____

Credit Card 3 or 4 Digit Code _____

*(Please provide the 3-digit code located on the back of your card - **For AMEX**, provide the 4-digit code on the front of your card)*

Expiration Date _____

Signature _____

**Please FAX the completed form to Nancy at (916) 922-1835
or email accounts@metrolist.net**

MetroList Services, Inc.
PO Box 340340
Sacramento, CA 95834