

2019 REALTOR MEMBER FEE SCHEDULE

SAR ASSOCIATION APPLICATION \$100.00

REALTOR ANNUAL DUES (Prorated Monthly) \$603.00*

February \$558.59

March \$514.16

April \$469.75

May \$425.34

June \$380.91

July \$336.50

August \$292.09

September \$247.66

October \$203.25

November \$158.54

December \$114.41

MULTIPLE LISTING SERVICE

MLS APPLICATION (company) \$800.00

MLS APPLICATION (broker) \$75.00

QUARTERLY MLS FEE (prorated monthly) \$132.00

OPTIONS

ActiveKey Deposit \$250.00

QUARTERLY ActiveKey (prorated monthly) \$57.00

eKey Basic/Professional Activation Fee \$54.40

Quarterly eKey Basic (prorated monthly) \$60.00

Quarterly eKey Professional (prorated monthly) \$87.00

PLEASE CONTACT BRENDA TO SCHEDULE AN APPOINTMENT

***** SCHEDULE 30 MINUTES FOR THAT APPOINTMENT *****

*Local \$145.00

State \$238.00 +(\$35.00 RPAC/Issues Advocacy Fund, not prorated)

National \$150.00 +(\$35.00 Image Campaign, not prorated)



SPOKANE ASSOCIATION OF REALTORS®
APPLICATION FOR MEMBERSHIP
(REALTOR®)

I hereby apply for REALTOR® membership in the Spokane Association of REALTORS®, the Washington Association of REALTORS® and the National Association of REALTORS®. I agree to abide by the Constitution and Bylaws of the Association, the Code of Ethics of the National Association of REALTORS®, including the duty to arbitrate business disputes, and such other regulations as are, or from time to time may be, established. I irrevocably waive all claims against the Association or any of its officers, directors, employees or members, for any act in connection with the business of the Association, and particularly as to its or their acts in approving or failing to approve, suspending, expelling, or otherwise disciplining me as an applicant, or as a member.

I understand that I am required to attend new member orientation and that I am also required to complete a 7.5 clock hour Code of Ethics class as specified in the Association's bylaws as a continued condition of membership. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the timeframe established from time to time by the Board of Directors. I understand membership brings certain privileges and obligations that require compliance. Failure to meet these requirements may result in having my membership terminated.

Upon the expiration of said membership for any cause, I will discontinue the use of the term "REALTOR®" and I agree to delete the term from all advertising, business forms and office supplies.

I agree to attend the required new member orientation at which time I will receive the Bylaws of the Spokane Association of REALTORS® and agree to read and abide by same. I agree that when accepted for Membership in the Association, I shall pay the fees and dues as are from time to time established by the Board of Directors.

By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Name

Signature

Date

NOTE: Payments to the Spokane Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense.



SPOKANE ASSOCIATION OF REALTORS® MLS PARTICIPANT AGREEMENT

THIS MLS PARTICIPANT AGREEMENT is made and entered into by and between the undersigned Participant in the Spokane Association of REALTORS® Multiple Listing Service, hereinafter referred to as the "Participant", and the Spokane Association of REALTORS®, a Washington nonprofit corporation, hereinafter referred to as the "Association";

WHEREAS, the Participant desires to be a Participant in the Multiple Listing Service maintained by the Association;

WHEREAS, the Association operates a multiple listing service ("Service" or "System") whose territorial jurisdiction is Spokane County, Washington. The Association provides such Service solely to its Participants, Subscribers and other parties authorized by the Association; and

WHEREAS, the Participant has qualified as a Participant under the Bylaws of the Association.

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and provisions herein contained, and the mutual benefits to be derived wherefrom, the parties do hereby contract, covenant and agree as follows:

1. PARTICIPATION. The Participant hereby elects to participate in the Association's System.
2. MLS RULES AND REGULATIONS. The Participant agrees to abide by and conform to the MLS Rules and Regulations of the Spokane Association of REALTORS® as in effect on this date and as, from time to time, amended and to comply with all terms and provisions thereof. The terms and provisions of said MLS Rules and Regulations are, by this reference, made a part hereof. The Participant acknowledges receipt of a copy of said MLS Rules and Regulations.
3. FEES AND CHARGES. The Participant shall timely pay all costs incident to participation in the System.
4. ASSIGNMENTS. This MLS Participant Agreement may not be assigned by the Participant. The rights of the Participant hereunder are personal to the Participant and may not be transferred either voluntarily or by operation of law.
5. GENERAL PROVISIONS. In the event it shall become necessary for either of the parties hereto to obtain the services of an attorney to enforce the provisions hereof or of the MLS Rules and Regulations of the Spokane Association of REALTORS®, the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorney's fees and all court costs and other expenses incurred by the prevailing party. This MLS Participant Agreement is made in accordance with and it shall be interpreted and governed by the laws of the State of Washington. If any action or other proceeding shall be brought on or in connection with this MLS Participant Agreement, the venue of such action shall be in Spokane County, Washington. Subject to the prohibition against assignments contained herein, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.
6. Participant represents and warrants that Participant holds a current, valid designated broker's license, is a member of a Board/Association in good standing and is capable of offering and accepting cooperation and compensation to and from other participants in the Association's System in accordance with the MLS Rules and Regulations; or Participant is a licensed or certified appraiser in the State of Washington.
7. If Participant is a member of another REALTOR® Association, Participant agrees as a condition of participation in the Association's System to be bound by the Code of Ethics on the same terms and conditions as Association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the Association. Participant understands that a violation of the Code of Ethics may result in termination of MLS privileges and that Participant may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

IN WITNESS WHEREOF, the parties have executed this MLS Participant Agreement as of the _____ day of _____, 20 ____.

PARTICIPANT: _____

Signature: _____

Firm: _____

Address: _____

Phone #: _____ Account #: _____



SPOKANE ASSOCIATION OF REALTORS® MLS SUBSCRIBER (USER) AGREEMENT

THIS MLS SUBSCRIBER AGREEMENT is made and entered into by and between the undersigned Subscriber in the Spokane Association of REALTORS® Multiple Listing Service, hereinafter referred to as the "Subscriber", and the Spokane Association of REALTORS®, a Washington nonprofit corporation, hereinafter referred to as the "Association";

WHEREAS, the Subscriber desires to be a Subscriber in the Multiple Listing Service maintained by the Association,

WHEREAS, the Association operates a multiple listing service ("Service" or "System") whose territorial jurisdiction is Spokane County, Washington. The Association provides such Service solely to its Participants, Subscribers and other parties authorized by the Association;

WHEREAS, the Subscriber has qualified as a Subscriber under the Bylaws of the Association;

WHEREAS, it is acknowledged by the parties that Association has a protectable interest in the security of the System and the data contained within the System; and

WHEREAS, Subscriber wishes to access and utilize such Service through a Participant Broker ("Participant").

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and provisions herein contained, and the mutual benefits to be derived wherefrom, the parties do hereby contract, covenant and agree as follows:

1. **REPRESENTATION OF SUBSCRIBER.** Subscriber represents and warrants that, as of the date set forth below, he/she is a real estate broker or an appraiser licensed or certified by the state of Washington and is affiliated with a Participant who is in good standing with an Association and will continue in such capacity at all times while this Agreement is in effect. If Subscriber at any time during the term of this MLS Subscriber Agreement is no longer affiliated with an MLS Participant in good standing, Subscriber agrees to notify the Association promptly.
2. **COMPUTER SYSTEM ACCESS.** The Association will issue one "Agent ID" number to Subscriber. Issuance of the Agent ID number will entitle Subscriber to access and use the System through a System-compatible computer using Subscriber's own Internet connection. Simultaneous access to the System by multiple persons using the same Agent ID is prohibited. THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF SUBSCRIBER AND SHALL NOT BE SHARED WITH OR USED BY ANY OTHER PERSON.
3. **MLS RULES AND REGULATIONS.** The Subscriber agrees to abide by and conform to the MLS Rules and Regulations of the Spokane Association of REALTORS® as in effect on this date and as, from time to time, amended and to comply with all terms and provisions thereof. The terms and provisions of said MLS Rules and Regulations are, by this reference, made a part hereof. The Subscriber acknowledges receipt of a copy of said MLS Rules and Regulations.
4. **FEES AND CHARGES.** The Subscriber shall timely pay all costs incident to subscribing in the System.
5. **ASSIGNMENTS.** This MLS Subscriber Agreement may not be assigned by the Subscriber. The rights of the Subscriber hereunder are personal to the Subscriber and may not be transferred either voluntarily or by operation of law.
6. **GENERAL PROVISIONS.** In the event it shall become necessary for either of the parties hereto to obtain the services of an attorney to enforce the provisions hereof or of the MLS Rules and Regulations of the Spokane Association of REALTORS®, the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorney's fees and all court costs and other expenses incurred by the prevailing party. This MLS Subscriber Agreement is made in accordance with and it shall be interpreted and governed by the laws of the State of Washington. If any action or other



SPOKANE ASSOCIATION OF REALTORS® MLS SUBSCRIBER (USER) AGREEMENT

proceeding shall be brought on or in connection with this MLS Subscriber Agreement, the venue of such action shall be in Spokane County, Washington. Subject to the prohibition against assignments contained herein, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

- 7. If Subscriber is a member of another REALTOR® Association, Subscriber agrees to be bound by the Code of Ethics on the same terms and conditions as Association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the Association. Subscriber understands that a violation of the Code of Ethics may result in termination of MLS privileges and Subscriber may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.
- 8. Subscriber shall attend the required System training class at the Association. Subscriber shall pay the fees as from time to time established by the Board of Directors.

IN WITNESS WHEREOF, the parties have executed this MLS Subscriber Agreement as of the ____ day of _____, 20 ____.

Subscriber Name: _____

Signature: _____

Participant Name: _____

Signature: _____

Firm: _____

Agent ID #:

prevailing party's legal fees and other legal expenses incurred therein from the party or parties who do not substantially prevail therein. The venue of any such legal action shall be in Spokane County, Washington.

10. **Authorization.** Keyholder will secure written authorization from the Owner of any property listed for sale prior to the installation and use of a iBox on such property.
11. **Damages.** Neither the Association or UTCFS shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever, whether or not Keyholder or the Association has been advised of the possibility of such damages.
12. **Payment Obligations.** Except as otherwise provided herein, Keyholder's obligations hereunder to make payments to the Association shall be absolute, unconditional, noncancelable and independent and shall not be subject to any setoff, claim or defense for any reason, including any claims Keyholder may have relating to performance or for loss or damage of or to the Service.
13. **Title, Use and Source Code.** The Service, including the Equipment and all of its other components, is and shall at all times remain the property of UTCFS. All additions, attachments, replacement parts and repairs to the Equipment and any replacements thereof shall become a part of the Equipment and shall, without further act, become the property of UTCFS. The Software and all applicable rights in patents, copyrights, trade secrets and trademarks are and shall at all times remain the property of UTCFS. Keyholder agrees not to: (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copy thereof to any third party.
14. **Service.** Keyholder acknowledges that in order to make Service available to Keyholder, the Association and UTCFS have entered into the above-described UTCFS Agreement. **Keyholder acknowledges that if the UTCFS Agreement is terminated for any reason during the term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate. Keyholder further acknowledges and agrees that under the terms of the UTCFS Agreement, the Association may elect a different Service or choose to upgrade the Service at any time during the term of this Agreement, which may result in termination of this Agreement.** Except as the rights and obligations of Keyholder and the Association under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Association with respect to the Service are governed solely by the terms and provisions of this Agreement. Keyholder acknowledges that failure of the Association to perform its obligations under the UTCFS Agreement may detrimentally affect Keyholder's use of the Service.
15. **Prior Agreements.** All prior agreements, if any, between Keyholder and the Association regarding the Service are superseded in their entirety by this Agreement.
16. **Equipment.** The Equipment is comprised of the ActiveKey, Serial No. _____.

DATED: this _____ day of _____, 20 _____

Spokane Association of REALTORS®

BY: _____

KEYHOLDER SIGNATURE

PARTICIPANT (BROKER) SIGNATURE

SPOKANE ASSOCIATION OF REALTORS®

Designation of Designated REALTORS® and Certification by Designated REALTOR®

TO: The Principals of: _____

Pursuant to annual verification requirements contained in Bylaws Article VI, Section 6.10 and 6.11 we request that you complete and return this form to the Spokane Association of REALTORS® office.

DESIGNATION OF DESIGNATED REALTOR®. Pursuant to the Bylaws of the Association, which by this reference are made a part hereof, the undersigned principal(s) of the above named real estate firm do(es) hereby appoint: _____ as the Designated REALTOR® for said real estate firm. Said Designated REALTOR® is a REALTOR® member of the Association and holds a current and valid license as a real estate broker or current and valid license or certification as a licensed or certified real estate appraiser. The Designated REALTOR® and, unless otherwise notified in writing to the Association by the Designated REALTOR®, all licensees and licensed or certified appraisers employed by or affiliated with the above named firm are authorized to obtain goods and services from the Association for the account of said firm. The undersigned Designated REALTOR® does hereby consent to act as the Designated REALTOR® for said real estate firm and does hereby accept the responsibilities incident thereto under the Bylaws of the Spokane Association of REALTORS®. This designation shall remain in full force and effect until such time as it may be revoked in writing by the Designated REALTOR® or superseded by a subsequent designation in writing of a Designated REALTOR® for said real estate firm.

	Name of Individual	Signature of Individual	Date
Designated REALTOR®	_____	_____	_____
Principal	_____	_____	_____
Principal	_____	_____	_____
Principal	_____	_____	_____

NOTE: If the Designated REALTOR® is also a Principal his/her name and signature must also be indicated as a Principal as well as Designated REALTOR®.

CERTIFICATION OF LICENSEES BY DESIGNATED REALTOR®. The following is a true and complete list of the names of all licensees employed by or affiliated as independent contractors and licensed or certified appraisers with the above named real estate firm or otherwise licensed to the Designated REALTOR® on this date. Please note: If you have a licensee(s) member or non member that has membership in another Board/Association (primary or secondary), please indicate the Board/Association next to their name on the form.

Name of Licensee	Name of Licensee	Name of Licensee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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