



AGENTS NAME: _____

New Member Information Packet

Spokane Association of REALTORS®
1924 N Ash Street
Spokane, WA 99205-4206

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we look forward to meeting you!

Please contact Brenda our Bookkeeper/Membership Administrator at (509) 326-9222 to schedule an appointment. Please fax (509) 324-8650 or email brenda@spokanerealtor.com the completed forms listed below.

Complete the enclosed forms and fax or email before your appointment:

- √ SAR Application
- √ Applicant Information Form
- √ MLS Subscriber (User) Agreement (signed by participant/designated broker)
- √ ActiveKey Agreement (signed by participant/designated broker)

Also find enclosed:
2019 REALTOR® Member Fee Schedule



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 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 #:



SPOKANE ASSOCIATION OF REALTORS®
APPLICANT INFORMATION FORM

Date: _____

REALTOR® Association Affiliation

Are you currently or have you ever been a member of a REALTOR® Association? [] Yes [] No

If yes, check applicable box: [] Spokane [] Other: _____ (specify)

NRDS#: _____ Secondary Membership [] Yes [] No

License Type: [] Designated Broker [] Managing Broker [] Broker [] Licensed or Certified Appraiser

Applicant Contact Information

Name: _____
First MI Last

Home Address: _____
Street City State Zip

Firm Name: _____ Phone: _____

Firm Address: _____
Street City State Zip

Contact Phone: _____ Fax: _____

Email: _____

Web Page: _____

R.E. License #: _____ Appraisal License #: _____

Birth Date: _____

Paragon Access (SAR Staff Use Only)

User Name/Agent ID#: _____

MLS Intro Class Date: _____ (initials)

Note: 72 hour cancellation is required or a \$25 no show fee will be incurred.

Password Requirements: Minimum 6 characters. A combination of letters and a number required.

You will receive an email when your Paragon access has been completed with a temporary password. If you do not receive this email by 9:00 a.m., the following business day of your appointment, please contact the SAR at (509) 326-9222.

SPOKANE ASSOCIATION OF REALTORS® - ActiveKey Lease and KIMweb Use Agreement

IT IS HEREBY AGREED AMONG THE SPOKANE ASSOCIATION OF REALTORS®, (the Association”);
_____, (“Participant”) of
_____, Company (and Branch), and
_____, (“Keyholder”), as follows:

1. **Parties.** Participant is a licensed broker and is an MLS Participant, as that term is defined in the Restated Bylaws of the Association. If Keyholder is not the Participant, Keyholder is a licensee (as defined in said Restated Bylaws) who is employed by or affiliated as an independent contractor with Participant, and Participant shall be jointly and severally liable with Keyholder for all duties, responsibilities, and undertakings of Keyholder under this Agreement; provided, however, that this Agreement shall not be construed to make Keyholder an employee of Participant.
2. **Sublease and License Agreement.** The Association subleases to Keyholder and Keyholder subleases from the Association a ActiveKey, and, if applicable, the number of iBoxes (the “iBoxes”) indicated below (collectively, the “Equipment”), to be held and used by Keyholder pursuant to this Agreement for the term hereinafter stated. The Equipment may be new or refurbished. The Association has leased the Equipment from UTC Fire & Security Americas Corporation, Inc. (formerly GE Security, Inc.), a Delaware corporation, and its successors and assigns and any designees (“UTCFS”), pursuant to a Master Agreement dated March 3, 2008, and Exhibits thereto (collectively the “UTCFS Agreement”). In addition, the Association grants Keyholder: for the term hereinafter stated: (i) a limited, non-exclusive, non-transferable sub-license to use the network (the “Network”) which is necessary for use and operation of the Equipment and is licensed by the Association from UTCFS; and (ii) a limited, non-exclusive, non-transferable sub-license to use the software (the “Software”) which the Association licenses from UTCFS. The Equipment, Network and Software are collectively referred to herein as the “Service”. The Service is more fully described in the User’s Guide published by UTCFS, which has been provided to Keyholder and is incorporated herein by reference. The term of this Agreement shall commence on the date hereof and end on the earlier of: (i) March 3, 2014; (ii) the date of earlier termination of the UTCFS Agreement; or (iii) the date all of the Equipment is returned to the Association by Keyholder, whether at the election of Keyholder, at the request of the Association or as a result of occurrence of certain events as hereinafter set forth. Upon termination of the term of this Agreement, Keyholder’s right to use the Service shall end and Keyholder shall pay to the Association all then unpaid Quarterly Fees, if any, accruing hereunder through the end of the calendar month in which the term of this Agreement ends.
3. **Return of Equipment.** Keyholder may voluntarily return the Equipment to the Association at any time. Participant and Keyholder agree to return all of the Equipment within the earlier of: (i) 48 hours of receipt of a request to do so by the Association as a result of violation(s) of this Agreement or MLS Rules and Regulations by Keyholder or Participant; or (ii) within five days of occurrence of any of the following events:
 - a.) Termination of Participant’s status as a licensed broker or as a Realtor® member;
 - b.) Termination of Keyholder’s status as a licensee or of Keyholder’s association with Participant; or
 - c.) Failure of Participant or Keyholder to perform in accordance with any or all terms and provisions herein set forth including, but not limited to, the provisions for security hereinafter set forth.
4. **Fees.** Upon execution of this Agreement, Keyholder shall pay a one-time fee (the “Activation Fee”) to the Association to activate the ActiveKey. Thereafter, Keyholder shall pay quarterly fees (the “Quarterly Fees”) to the Association as rent for the Equipment. The amount of the Activation Fee and the amount of the Quarterly Fees shall be as from time to time established by the MLS Steering Committee of the Association and approved by its Board of Directors, including all applicable taxes thereon. If this Agreement is terminated prior to November 1, 2014, a portion of the Activation Fee may be refunded, to the extent from time to time established by the MLS Steering Committee of the Association and approved by its Board of Directors.
5. **Warranty.** The Association offers no warranty regarding the use or operation of a ActiveKey or any iBOX. UTCFS does provide a warranty on all components, including all current iBOXES, with exclusions for abuse or misuse. Warranty claims will be handled through the Association, which should be contacted if a problem with the equipment is experienced.
6. **Security of ActiveKey.** Keyholder acknowledges that it is necessary to maintain security of the ActiveKey to prevent its use by unauthorized persons. Consequently, Keyholder agrees:
 - a.) To keep the ActiveKey in Keyholder’s possession or in a safe place at all times;
 - b.) To not allow his/her personal identification number (PIN) to be attached to the ActiveKey;
 - c.) To not disclose to any third party his/her personal identification number (PIN);
 - d.) To not loan the ActiveKey to any person, for any purpose whatsoever, or to permit the ActiveKey to be used for any purpose by any other person;
 - e.) To not duplicate the ActiveKey or allow any other person to do so;
 - f.) To not assign, transfer, or pledge any of the rights of Keyholder hereunder;
 - g.) To immediately notify the Association of any loss or theft of any ActiveKey and promptly execute a sworn affidavit as to the circumstances surrounding such loss or theft (signed by Keyholder and Participant);
 - h.) To follow all additional security procedures as specified by the Association.
7. **Failure to Comply.** Any failure of Keyholder or Participant to comply with any of the terms of this Agreement or of the MLS Rules and Regulations of the Association shall constitute an event of material default hereunder which may result in Keyholder being required to surrender all of the Equipment to the Association.
8. **Indemnification.** Keyholder covenants and agrees to indemnify and hold the Association, UTCFS and all of their officers, directors, and employees harmless from any and all liability, obligations, or demands against them as a result of Keyholder’s loss or use of the ActiveKey, including, but not limited to, any and all liabilities, including attorney’s fees incurred by them as a result of damage or injury to premises or persons arising out of the use by Keyholder or by any other person of the ActiveKey.
9. **Reimbursement.** Keyholder and Participant agree to reimburse the Association for any and all expenses incurred by the Association in attempting to enforce any of the terms and provisions hereof as a result of Keyholder’s failure to act in accordance with this Agreement. If any legal action is commenced to enforce or interpret any of the provisions of this Agreement, the substantially prevailing party or parties therein shall be entitled to recover all of the substantially

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

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)