

Branch MLS Office

Dear Designated REALTOR®:

The enclosed paperwork is for application for your company to become a Participant in the Outer Banks Association of REALTORS® Multiple Listing Service. Please complete the application and return with the following fees: \$425.00 for the software lease fee. These fees are non-refundable. You must be a REALTOR® member. If your company is not a current member of our Association, please sign and return the MLS Participation Agreement and ask your Association to send a letter of good standing.

Prior to accessing MLS (Paragon), please complete the New Company Add/Change form and the Add/Change Office Roster form for you, the Designated REALTOR®. Also send an Agent Add/Change form for each licensee under your supervision who is registered with the North Carolina Real Estate Commission. This form must be signed by you as the Designated REALTOR. Also, send an Agent Add/Change form for each staff member accessing Paragon. In addition, please find a Waiver form to be used when a licensee with your office is not working as a listing or selling agent. This includes licensed staff, personal assistants, referral agents, and property management licensees.

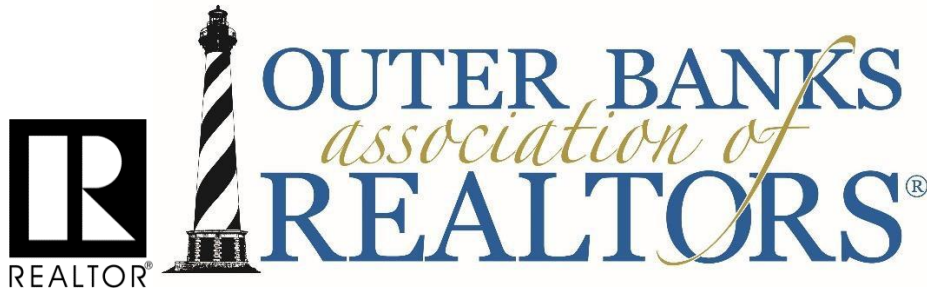
Please be advised that by joining our Multiple Listing Service, every licensee in your office is required to participate and pay the access fee until this Waiver is approved by the MLS Committee and/or Board of Directors. Waivers are not automatically granted. MLS billing is generated once a month (normally the second Monday). Currently for \$50.00 per month for OBAR members and \$75 per month for non-member licensees receive access, Sentrilock Smart Card and one Sentrilock Lock Box per active and under contract improved listing.

At the time of joining, you will receive a copy of the MLS Rules and Regulations, a copy of MLS Procedures and Fines, a copy of the MLS Data Input forms and a Mailbox at the Association office. Please be advised that these rules are amended from time to time and it is your responsibility to remain current on requirements for Participants and Users of the MLS.

Welcome to the Outer Banks Association of REALTORS® MLS.

Daniel Sutherland, MLS and Operations Director
Outer Banks Association of REALTORS®
daniels@outerbanksrealtors.com

Enclosures: Membership Application, MLS Participation Agreement, Licensee MLS Waiver Application, New Company Add/Change Form, Add/Change Office Roster



MEMBERSHIP APPLICATION
Multiple Listing Service

I, _____, do possess a North Carolina Real Estate
Designated REALTOR®
License, License Number _____ and do hereby make application for membership in the
Outer Banks Association of REALTORS®, Inc. Multiple Listing Service for

Firm Name

I agree to abide by all rules effective at the time of membership acceptance, as well as any rules made by the Board of Directors regarding the Multiple Listing Service.

I further agree to pay an initiation fee of \$775.00 and an additional \$425.00 for the software lease fee. These are one time fees and are non-refundable. I further agree to promptly pay all fees assessed to me as a member of the MLS.

I agree to hold the Outer Banks Association MLS Committee harmless for any damages suffered by me through the use of the Multiple Listing Service, except in the case of gross negligence on the part of the MLS Board or its employee(s).

I agree, in the event that the broker or designated MLS representative is changed, or the broker or designated MLS representative resigns from the firm, to designate, within 15 days after said resignation or change of designated representative in the firm, the name of the broker or designated MLS representative and send changes to the office of the Outer Banks Association of REALTORS®, Inc. In the event the Board is not notified of the new broker or designated MLS representative, the member firm will be placed on suspension from MLS for up to 45 days or until proper notification is provided the Board. In the event that the Board is not notified of the new broker or designated MLS representative during the 45-day suspension period, the firm's membership in MLS will be terminated.

I agree that in the event the firm, _____, if sold, shall supply to the Outer Banks Association of REALTORS®, Inc. a copy of the contract of sale including a designation of the transfer or non-transfer of the membership in MLS. In the event the firm is dissolved, the MLS membership will terminate upon the dissolution and the firm will supply to the MLS service a copy of the said dissolution. In the event the principals in the firm agree to organize another firm or firms, the original firm will retain the right to the MLS membership. The MLS membership is not transferable from one entity to another, only in case of a sole proprietorship name change.

I agree to pay for ___ MLS compilations, recipients of which are named on this agreement. I will advise the Association office promptly of additions or deletions to the roster, and will supply waiver forms (attached and available at the Association office) for personal assistants or referral agents and those licensees engaged in property management or office administration.

Firm Name

By _____
Designated REALTOR®

Firm Name

Designated REALTOR®

Licenses associated with the above named firm:

Licenses associated with the above named firm who will not be listing or selling (Waiver Application Required):



FAX: 252- 441-7524

COMPANY ADD OR CHANGE FORM

DATE: _____

ADD: _____ DELETE: _____ CHANGE: _____

OFFICE NAME: _____

Office License #: _____

Office Physical Address:

Office Mailing Address:

City, State, Zip

City, State, Zip

TELEPHONE#: _____

FAX # : _____

E-MAIL ADDRESS: _____

WEB ADDRESS: _____

BROKER IN CHARGE: _____



FAX: 252- 441-7524

MEMBER

ADD OR CHANGE OFFICE ROSTER

Date: _____ Office Name: _____ Location: _____

Name: _____ [] Add [] Change [] Delete

If Delete is checked, state reason for leaving MLS: _____

NRDS NUMBER: _____

Nick Name (Optional): _____

MLS Access
(Circle One)

Designated REALTOR®
(Responsible for all BIC)

Agent

Personal Assistant

Staff (MLS Waiver Required)

Association
Membership
(Circle One)

OBAR Member

Other Association Member

Specify _____

Personal Assistant

MLS Only

NC Real Estate License Number: _____

User ID: _____ (up to 9 characters alpha, numeric or combo)

Telephone # to be displayed in Paragon: _____

Circle One: Cell Office Direct Line Extension Fax

Preferred Email Address: (Required) _____

Personal Web Page Address: _____

For Staff Only – Provide name of agents for who you require MLS access (Assume Identity): _ -

Any Other Change? _____

Signature: _____
(Broker-in-Charge or Office Manager must authorize Roster change)

Outer Banks Association of REALTORS®
SENTRILOCK CARD HOLDER LEASE AGREEMENT
SENTRILOCK REALTOR® SENTRILOCK CARD

THIS SENTRILOCK CARD LEASE AGREEMENT (the "Lease") is entered into as of the _____ day of _____, _____, by and between _____, (the "SENTRILOCK CARD HOLDER"), and the Outer Banks Association of REALTORS® ("OBAR").

1. LEASE AGREEMENT

- a. OBAR hereby Leases to SENTRILOCK CARD HOLDER one SENTRILOCK CARD. In addition, OBAR hereby grants to SENTRILOCK CARD HOLDER (i) a non-exclusive right to use the computer system provided with, and necessary for, the operation of the SENTRILOCK CARD and (ii) a sub-license to use the software which OBAR is granted to use pursuant to a license grant by Sentrilock, LLC, all of these items under this section 1(a) hereinafter jointly and severally referred to as "the Service."
- b. The Term of this Lease shall begin on the date of this Lease and continue indefinitely, unless sooner terminated in accordance with the Terms of this Lease.
- c. This Lease is expressly subject to the terms of the Agreement between OBAR and Sentrilock, LLC which are deemed incorporated herein.

2. TITLE AND USE

The Service, including all its components, is and shall at all times remain the property of OBAR, except that the Software is and shall remain the property of SENTRILOCK, subject to a non-exclusive license granted to OBAR and non-exclusive sub-licenses allowed by SENTRILOCK to SENTRILOCK CARD HOLDER. SENTRILOCK CARD HOLDER warrants and represents that he/she shall use the Service only for business or commercial purposes and only pursuant to the obligations, provisions and conditions of the OBAR Multiple Listing Service, hereinafter "MLS."

3. PAYMENTS

- a. During the Term of this Lease, SENTRILOCK CARD HOLDER shall pay to OBAR the yearly Affiliate SENTRICARD lease Fee.
- b. The amount of the yearly SENTRILOCK CARD lease fee is subject to adjustment as determined by the Board of Directors

4. RISK OF LOSS; INSPECTION AND RETURN OF EQUIPMENT

- a. SENTRILOCK CARD HOLDER assumes all risk of loss, damage or destruction to the SENTRILOCK CARD from the date of delivery until the date the SENTRILOCK CARD is returned to OBAR. SENTRILOCK CARD HOLDER shall promptly notify OBAR if any such loss or damage occurs. No loss, damage or destruction to the SENTRILKOCK CARD or any component of the Service shall relieve SENTRILOCK CARD HOLDER of any obligation under this Lease.
- b. OBAR or its agents or representatives shall have the right, upon reasonable notice to the SENTRILOCK CARD HOLDER, to inspect the SENTRILOCK CARD at the office of the SENTRILOCK CARD HOLDER or wherever the SENTRILOCK CARD may be located.
- c. Upon Termination of the Lease, the SENTRILOCK CARD HOLDER at his/her expense, shall immediately return to OBAR, the SENTRILOCK CARD.

5. ASSIGNMENT OR SUBLEASE BY SENTRILOCK CARD HOLDERS

- a. SENTRILOCK CARD HOLDER shall not assign this Lease or sublease the Service.
- b. SENTRILOCK CARD HOLDER shall not mortgage or otherwise encumber the Service or any part thereof, or permit any lien to attach or exist on any Equipment or other part of the Service.

6. TRANSFER OF SERVICE

SENTRILOCK CARD HOLDER, when transferring their employment or independent contractor status from one MLS Participant, as defined in Bylaws of the OBAR, to another, may retain all SENTRILOCK Cards and Smart Card issued by OBAR, pursuant to the terms of this Lease.

REPRESENTATIONS AND WARRANTIES OF SENTRILOCK CARD HOLDER

- a. SENTRILOCK CARD HOLDER (a) either (i) holds a valid real estate broker license, or is an independent contractor affiliated with a Broker and holds a valid real estate agent license, (b) is a member in good standing in OBAR; and (c) is not in default under this Lease.
- b. SENTRILOCK CARD HOLDER has the authority and legal right to enter into and perform this Lease, and this Lease has been duly executed and delivered by the SENTRILOCK CARD HOLDER and constitutes the legal, valid and binding obligation of SENTRILOCK CARD HOLDER, enforceable against SENTRILOCK CARD HOLDER in accordance with the Terms of this lease.

7. RIGHTS AND REMEDIES

OBAR reserves the right to recall SENTRILOCK CARDS for, among other reasons, SENTRILOCK CARDS deemed excess (e.g. SENTRILOCK CARD HOLDER has more SENTRILOCK CARDS than one (1) for each improved property which is under a written listing agreement where the SENTRILOCK CARD HOLDER is the listing agent. Failure to return boxes, if requested by OBAR, within the time frame specified may result in a fine or other action as specified under *MLS Rules and Regulations*.

8. ARBITRATION; LITIGATION

Any controversy or claim arising out of or relating to this Lease shall be determined and decided by arbitration. SENTRILOCK CARD HOLDER hereby consents to arbitration in accordance with the arbitrations rules of the Code of Ethics and Arbitration Manual published by the National Association of REALTORS®.

9. TERMINATION OF THE SERVICE

This Service is included as a portion of MLS membership. This Service shall be deemed terminated when membership in MLS is terminated by the Participant (Broker-In-Charge). Upon termination of this Lease for any reason, the SENTRILOCK CARD HOLDER shall immediately return all portions of the system in SENTRILOCK CARD HOLDER'S possession to OBAR.

10. AUTHORIZATION

SENTRILOCK CARD HOLDER hereby certifies that should SENTRILOCK CARD HOLDER also have a lease for a SENTRILOCK BOX, then SENTRILOCK CARD HOLDER shall not install a SENTRILOCK BOX on any real property unless SENTRILOCK CARD HOLDER shall obtain written authorization from the property owner pursuant to Paragraph 10, "Seller Authorizes and Directs Agent," *Exclusive Right to Sell Listing Agreement (Standard Form 101)*, or any subsequent similar paragraph in a Standard Form Listing Agreement.

11. PARTIES

This Agreement shall be binding upon and shall enure to benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

12. ENTIRE AGREEMENT

This contract contains the entire Agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. OBAR shall provide the Service without warranty, express or implied, including, but not limited to, warranty of title, merchantability, or fitness for a particular purpose or use. All changes, additions or deletions hereto must be in writing and signed by all parties.

.....
IN WITNESS WHEREOF, OBAR and SENTRILOCK CARD HOLDER have caused this Lease to be duly executed as of the date set forth in the preamble to this Lease.

SENTRILOCK CARD HOLDER _____
(Signature)

Name: _____
(Please Print)

Member Number (Sentrilock User ID): _____

Phone Number: _____



MLS Waiver of Access / Request for Reduced Fees

Applicant Name: _____ Applicant Firm: _____

The MLS Rules and Regulations require that a subscription fee be paid for each licensed individual who is employed by or affiliated with a participating company and who has access to the MLS. A reduced fee option is available for staff (both licensed and unlicensed) and for licensed personal assistants who need access to the MLS.

- To qualify for a Waiver of Access, the Participant must certify that the Applicant is **solely and exclusively** in a specialty of the real estate business separate and apart from listing, selling or appraising the type of properties which are required to be filed with the MLS and that they are not accessing the MLS in any way.
- To qualify for Reduced Fees, the Participant must certify that the Applicant will not list, sell or appraise property. Licensed property managers who need MLS access can generally qualify for reduced fees, as long as they do not also list, sell or appraise real estate.

This form must be refiled by January 1 of each year or access to the MLS and/or reduced fee privilege will be terminated.

Type of Request (Please check one)

- WAIVER OF ACCESS:** No MLS Access and No MLS Fees
- REDUCED FEES:** MLS Access with reduced MLS Monthly Fees *(please check one of the following)*
 Applicant is Unlicensed Licensed

APPLICANT

I certify that I will **not engage in listing, selling or appraising real estate** which is required to be filed with the MLS. I understand that if I am found to be in violation, my MLS waiver or reduced fees will be terminated and I will be liable for a \$500 fine.

(Signature of Applicant)

(Date)

DESIGNATED REALTOR®

I, _____, the Designated REALTOR® of the Firm with which the Applicant is affiliated, certify that the Applicant will **not engage in listing, selling or appraising real estate** which is required to be filed with the MLS. I understand that if they are found in violation, their MLS waiver or reduced fees will be terminated and I will be liable for an additional \$500 fine.

(Signature of Designated REALTOR®)

(Date)

For Reduced Fees Only – Provide a brief description of the Applicant’s duties and responsibilities.