

BROKER LOAD AGREEMENT

Subscriber Accepting Individual Broker Load Privilege

This agreement is by and between the Southern Oregon Multiple Listing Service ("SOMLS") and

_____, an active SOMLS
Subscriber in good standing ("Subscriber").

DEFINITIONS: The Participant is the primary principal broker for each firm. There is only one Participant for each firm in SOMLS. A Subscriber is a real estate licensee either employed by the Participant or is an independent contractor affiliated with the Participant.

RECITALS: Subscriber acknowledges that the ability to utilize direct control over input and management of their own listings ("Broker Load") is a privilege of affiliation with an SOMLS Participant who extends the privilege to his/her Subscribers. Subscriber wishes to utilize this privilege and accepts the terms and conditions set forth in this Agreement.

PERSONAL ASSISTANT: SOMLS acknowledges that while this agreement is personal to the Subscriber, the Subscriber may employ a personal assistant who will be assisting with the data entry. Subscriber agrees to inform SOMLS if a personal assistant will be performing data entry for the Subscriber and agrees to accept all responsibility for the personal assistant's compliance with the conditions and terms set forth in this agreement.

Subscriber also agrees to inform SOMLS as soon as reasonably possible if a personal assistant is no longer affiliated with the Subscriber. Subscriber acknowledges that in such case, a new password will be assigned to the Subscriber.

A personal assistant will be accessing the system on my behalf. Yes No (check one)

If yes, his/her name is: _____
He/she is un-licensed an Oregon real estate licensee (check one).

DATA ACCURACY AND COMPLIANCE: Subscriber acknowledges that all listings entered into the system are subject to the SOMLS Rules and Regulations, agrees to comply with the SOMLS Rules and Regulations, as amended from time to time, and accepts responsibility for compliance with the SOMLS Rules and Regulations and for accuracy of data entered into the SOMLS system by the Subscriber.

SOMLS affirms that Subscriber will be informed, in a timely manner, of any data inaccuracies or rule violations that could result in a restriction or loss of privilege as outlined in the SOMLS Rules and Regulations.

VERIFICATION: Prior to the Subscriber being scheduled for a certification class, verification will be obtained from the Participant. Additionally, the Participant will be notified when Subscriber has completed the certification process prior to the Broker Load privileges being activated.

CERTIFICATION: All individuals desiring to Broker Load must complete a minimum two (2) hour training class, pass an exam, and be certified by SOMLS prior to having access to Broker Load. Individuals who wish to maintain the privilege, must be re-certified at least once every two (2) years.

NATURE OF AGREEMENT: This agreement is personal to the Subscriber and shall continue until (1) inactivation, termination, or change of subscription in SOMLS; (2) voluntary termination of the agreement by the Subscriber; (3) termination of the Participant’s agreement to extend the privilege; or (4) termination of the agreement by action of the SOMLS Board of Directors.

TERMINATION: Participant acknowledges that, at the discretion of the SOMLS Board of Directors, this agreement may be terminated without notice.

SIGNATURES:

Subscriber’s Signature _____
Date

Participant’s Verification: I acknowledge that my Subscriber has requested access to Broker Load and will be begin utilizing the privilege upon completion of the certification process.

Participant’s Signature _____
Date

For SOMLS:

Chief Executive Officer or designee _____
Date

SOMLS OFFICE USE ONLY

Date Received:_____ Training Class Date:_____ Exam Score:_____

Certification Date:_____ Participant Copied on Certification (date and initials):_____

Broker Load Activated (date and initials):_____