

**APPLICATION FOR PARTICIPATION IN THE MULTIPLE LISTING SERVICE
OF HICENTRAL MLS, LTD. –
EXCLUSIVELY FOR PROPERTY MANAGEMENT FIRMS**

July 1, 2018 - June 30, 2019

I hereby make application to participate in the Multiple Listing Service of HiCentral MLS, Ltd. ("MLS") as indicated above. I certify that I am the Designated REALTOR® for my company whose business is limited exclusively to the management of real property and that I am a member in good standing of The Honolulu Board of REALTORS®.

I understand and acknowledge that this contract is valid until **June 30, 2019**. The terms of this contract are:

- MLS fee of \$450.00, pro-rated from date of participation to **June 30, 2019**;
- MLS access shall be provided to the Designated REALTOR® and one unlicensed assistant;
- MLS access for licensees employed by or affiliated as an independent contractor affiliated with my office is strictly prohibited;
- Listing Agent limited to the Designated REALTOR® on Rental listings;
- One time waiver of setup fees for new MLS Participant.

As a condition of this contract, I certify that:

- I do not participate in any real property activities intended to result in the listing or selling of real property;
- I do not have any current listings or any current sales pending for the sale of real property;
- I do not receive any direct income whether by way of commission, wages, or referral fees from the sale or purchase of real property;
- I will use MLS data only to the extent required in the operations of real property management, including research to provide professional advice to clients.

I further understand and acknowledge that either party may terminate this contract, with or without cause, after giving thirty (30) days written notice to the other. Upon termination of my office's participation in the MLS for any reason, I agree to immediately destroy all copies of MLS, or Public Records databases in my office's possession, and to cease using such data for any purpose.

I acknowledge receipt of the MLS Rules and Regulations (Exhibit "I"). I agree to abide by the MLS Rules and Regulations, as amended from time to time. I further agree to comply with all MLS procedures and to make prompt and full payment of all MLS fees, including late fees & penalties, in such amount as may be in effect during my office's participation. MLS fees are non-refundable.

HiCentral MLS, Ltd. shall not be liable in damages or otherwise for any failure, breakdown, or malfunction of any computer system or MLS online system, the inaccuracy of data or information contained in the database of the online system, any shutdown of all or part of the online system for the purpose of making repairs or performing maintenance, or for any default or for any loss, injury, or damages suffered by me or any subscriber affiliated with my office due to any occurrence whatsoever.

HiCentral MLS, Ltd. makes no warranty of merchantability or fitness, and no representation, promise or statement with respect to the MLS online system.

I understand that my office's MLS services shall be suspended for failure to pay MLS dues, fees, fines, or other MLS assessments within forty-five (45) days of the billing date, and that our MLS services shall continue to be suspended until all amounts due are paid in full and a reinstatement fee is paid to re-establish MLS service. I understand that suspension of MLS services involves the removal of all of my office's active listings from the MLS system as well the suspension of all online services. I further understand that a handling fee will be charged for any remittance check returned due to insufficient funds.

I agree as a condition of participation in the MLS to abide by all relevant Bylaws, Rules and other obligations of participation including payment of fees. I further agree to be bound by the Code of Ethics of the National Association of REALTORS® including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes in accordance with the established procedures of The Honolulu Board of REALTORS®. In the event of any dispute between my office and any other MLS Participants arising out of the operation of, or our participation in, the MLS, or arising out of the MLS Rules and Regulations, I agree to abide by, and to be bound by, the By-Laws of The Honolulu Board of REALTORS® and of HiCentral MLS, Ltd., and the applicable rules and procedures of its Professional Standards and Arbitration Committee. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline (including fines) that may be imposed.

I understand and agree that HiCentral MLS, Ltd. may cancel my office's participation in the MLS for violations of this Application.

I agree that the MLS is not responsible to a Property Owner, Seller or Lessor, or to a Property Owner's, Seller's, or Lessor's agents for duplicate listings of property in the system and the potential for either dual liability for commissions or for lost sales resulting therefrom, and I accept responsibility for explaining that to any Property Owner, Seller or Lessor represented by my office.

I understand and agree that I cannot transfer or assign my rights or obligations under this Application. I and my office further understand and agree that I and the principals (partners and/or officers) of my office are individually and collectively financially responsible for my office's participation in the MLS.

I have authority to sign this application as the Designated REALTOR® of my office, and I understand that you will rely upon this representation in granting me the right to participate in the MLS.

DATE

PRIMARY BOARD

OFFICE NAME (PRINT)

DESIGNATED REALTOR®'S NAME (PRINT)

OFFICE ADDRESS (PRINT)

DESIGNATED REALTOR®'S SIGNATURE

OFFICE PHONE

OFFICE E-MAIL

MLS USE ONLY

BROKER CODE: _____ **FIRM #:** _____ **MEMBER #:** _____ **EFFECTIVE DATE:** _____ **MLS REP:** _____