



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: \$775.00 MLS Membership fee, \$425.00 for the software lease fee for a total of \$1,200.00. 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). The currently monthly charge for OBAR members is \$50.00 per month and \$75 per month for non-member licensees, Sentrilock Smart Card and one Sentrilock Lock Box per active and under contract improved listing.

At the time of joining, you will be provided access to the MLS Rules and Regulations and the MLS Data Input forms. 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®

Licensees associated with the above named firm:

Licensees associated with the above named firm who will receive books as published:

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



MLS PARTICIPATION AGREEMENT

For MLS access by REALTOR® (principals) or a firm comprised of REALTOR® (principals) who are not members of the Outer Banks Association.

NAME: _____ NRDS#: _____

OFFICE ADDRESS: _____

PRIMARY BOARD OR ASSOCIATION: _____

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 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. 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.

Signature

Date



FAX: 252- 441-7524

COMPANY ADD OR CHANGE FORM

DATE: _____

ADD: _____ DELETE: _____ CHANGE: _____

OFFICE NAME: _____

Office Physical Address:

Office Mailing Address:

City, State, Zip

City, State, Zip

FIRM LICENSE #: _____

TELEPHONE#: _____

FAX # : _____

OFFICE E-MAIL ADDRESS: _____

WEB ADDRESS: _____

BROKER IN CHARGE: _____

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ASSOCIATION USE ONLY



FAX: 252- 441-7524

MEMBER

ADD OR CHANGE OFFICE ROSTER

Date: _____ Office Name: _____ Location: _____

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

NRDS NUMBER: _____ NC Real Estate License Number: _____

Nick Name (Optional): _____

Type of Access (Circle One):

Agent

MLS Only

Staff

Staff Access: Who you will be working for: _____

Physical Address:

Mailing Address:

User ID: _____ (up to 5 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: _____

Who will be responsible for MLS Fee? (Circle One) Agent Designated REALTOR®

Any Other Change? _____

Signature: _____

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

OBAR Staff Use Only:

Agent Add: _____ Agent Delete: _____ Agent Changes: _____ Other: _____

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: _____