

APPLICATION FOR PARTICIPATION IN NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC. ("NTREIS") MULTIPLE LISTING SERVICE THROUGH METROTEX ASSOCIATION OF REALTORS[®], INC. ("METROTEX")

APPLICANT NAME (Designate	d Broker or Appraiser):		
APPLICANT'S LICENSE NUM	BER:		
HOME ADDRESS:			
CITY:	STATE:	ZIP CODE:	
PHONE NUMBER:			
EMAIL ADDRESS:			
PRIMARY BOARD OR ASSOC	CIATION:		
NAME OF FIRM OR COMPAN	Y:		_
CORPORATE LICENSE NUMI	BER (if applicable):		
OFFICE STREET ADDRESS:			
CITY:	STATE:	ZIP CODE:	
MAILING ADDRESS (if differen	nt):		
		Zip Code:	
OFFICE PHONE NUMBER :			
OFFICE FAX NUMBER:			
WEB PAGE:			

- 1. This Application must be completed in full, and legible, and returned to your local Multiple Listing Service Provider, with the Participation Agreement attached and signed.
- 2. The Application fee must be paid for processing (\$250 for REALTOR Members, \$375 for Non-Member Brokers) **Application and/or Subscriber Fees are not refundable at any time.*
- 3. Attach a letter of good standing from your primary Board or Association of REALTORS®

The attached document(s) are made a part of this Application and are incorporated herein for all purposes.

PARTICIPATION AGREEMENT APPLICATION FOR SERVICE FROM THE NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC. ("NTREIS") THROUGH METROTEX ASSOCIATION OF REALTORS[®], INC. ("METROTEX") AS THE LOCAL MULTIPLE LISTING SERVICE ("MLS") PROVIDER

THIS AGREEMENT is made and entered into by the undersigned party ("Participant") in conjunction with Participant's Application for access to the NTREIS System through MetroTex. MetroTex is a shareholder of the North Texas Real Estate Information Systems, Inc. ("NTREIS"), which operates the NTREIS System for the benefit of its shareholders and the shareholders members and other MLS subscribers.

FOR AND IN CONSIDERATION of the privileges of access to the NTREIS System through MetroTex, the benefits to be derived by the Participant, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon acceptance of the Application of the Participant, the Participant agrees as follows:

- 1. Participant acknowledges that Participant has read all Rules and Regulations of the MLS and of the National Association of REALTORS ("NAR"), understands such Rules and Regulations, and agrees to observe, comply with, and uphold the Rules and Regulations so long as Participant is a member of the MLS.
- 2. Participant covenants and agrees that, for every listing of property filed with the MLS, Participant will obtain a written listing agreement from the owner or owners of the property, which listing agreement will provide:

(a) a good and sufficient legal description of the property;

(b) that the listing broker on the property has either an exclusive right to sell or lease the property, or that the listing broker is appointed as the exclusive agent of the owner for the sale or lease of the property;

(c) for the listing broker to make blanket unilateral offers of cooperation and compensation to all other participants in the MLS; and

(d) authorization for the listing broker to submit statistical information to the MLS after the property is sold or exchanged, including, but not limited to, the true sales price, whether the sale was for cash or financed by the owner, and, in the event of an exchange, the value allocated to the property by the parties to the exchange transaction.

- 3. Participant agrees to retain in Participant's files an executed copy of the listing agreement for a period of 365 days after the date on which the property is sold or the date on which the listing for the property is terminated, whichever is later.
- 4. Participant covenants and agrees, with respect to each listing of property filed with the MLS by Participant, to complete a profile sheet on a form made available by the MLS. By filing the information concerning each listing with the MLS by Participant, Participant warrants and represents to the MLS that Participant has obtained a written listing agreement described in paragraph 2 and a duly completed profile sheet containing the information required by the MLS. Participant agrees to retain in Participant's files each of the profile sheets for a period of 365 days after the date on which the property is sold or the date on which the listing for the property is terminated, whichever occurs later.
- 5. Participant agrees to indemnify and hold harmless NTREIS, the local MLS provider, and all other participants of the MLS of and from any and all claims, causes of action, damages, losses or injuries sustained as a result of the failure of Participant to comply with the terms and provisions of this Agreement or of the Rules and Regulations of the MLS, as amended from time to time. The indemnification provisions of this paragraph shall survive any resignation or termination of service from NTREIS by Participant. Participant acknowledges that all data included in the MLS system belongs to and is owned by NTREIS.
- 6. I hereby authorize representatives of NTREIS and/or the local MLS provider to request information concerning my creditworthiness in connection with this Application.
- 7. I agree that as a condition of my participation in NTREIS, through the local MLS provider, to complete the orientation course(s) as prescribed by NTREIS.

Signature of Applicant

Date

MetroTex Association of REALTORS[®], Inc. 1681 W. Northwest Hwy. Grapevine, TX 76051 Phone: (214) 540-2745 membership@dfwre.com