



6393 Poplar Avenue · Memphis, Tennessee 38119 · 901.685.2100 · fax 901.761.4003 · [www.maar.org](http://www.maar.org)

## MLS Only Application Form

Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_

Real Estate License #: \_\_\_\_\_ State: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Are you a member of a Board or Association of REALTORS®? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, submit the following information:

1. Name of member Board/Association: \_\_\_\_\_

2. Membership classification: \_\_\_\_\_ Designated REALTOR® \_\_\_\_\_ REALTOR®  
\_\_\_\_\_ REALTOR-ASSOCIATE®

3. A letter from your Board or Association verifying your membership classification.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of MLS Participant (Broker): \_\_\_\_\_

Complete the following for Computer Access:

Password: \_\_\_\_\_

Your personal password must consist of 8 characters. Do not include spaces or punctuation characters.

If you have any questions, please contact MAAR at 901.685.2100.

Please send completed forms to MAAR, 6393 Poplar Avenue, Memphis, TN 38119 or to [Member Services](#) by email or fax, 901.761.4003.

## MLS Orientation

Welcome to the Paragon Multiple Listing Service.

### MLS Membership Requirements:

1. **Submit the following documents**
  - ☐ Completed Application signed by both the Designated REALTOR® and applicant
  - ☐ Copy of Broker, Affiliate Broker's or Appraiser's License
2. **Pay the following fees**
  - ☐ MLS Orientation Fee (non-refundable)
  - ☐ MLS Usage Fee
  - ☐ SentiCard (Optional)\*
3. **Attend MLS Orientation**

*New applicants must attend the MLS Orientation given by the Memphis Area Association of REALTORS® within 90 days of submitting their application. Failure to complete the course within the 90-day period will result in suspension of MLS privileges until Orientation is attended.*

### Application Deadlines

**12 p.m., Friday  
Prior to MLS Orientation**

To reserve a place in Orientation, applications and payment for all dues and fees must be received by 12 p.m., Friday prior to Orientation.

## MLS Orientation

TIME: 9:00 a.m. – 12:00 p.m.

PLACE: Memphis Area Association of REALTORS® Education Center  
6393 Poplar, Memphis, TN 38119

NOTE (1): You may attend orientation prior to issuance of your license, but you will not receive MLS services until a copy of your license has been submitted or confirmed by the Tennessee Real Estate Commission.

\* NOTE (2): MLS services, including SentiCard™ activation, will be provided to MLS subscribers for up to 30 days prior to attending MLS Orientation and Paragon Training, provided application, copy of license and all fees are submitted. SentiCard™ will be issued only after SentiCard™ training is completed. Training is approximately 75 minutes and is available every Tuesday at 1:30 p.m.

For additional information, call MAAR at 901.685.2100.

## MLS New Member Worksheet

Submit this worksheet with your payment and application:

Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Real Estate License #: \_\_\_\_\_ State: \_\_\_\_\_ Date Issued or Received: \_\_\_\_\_

### I. Payment (To determine amount for Line 2, see Fees Schedule)

**MLS is mandatory for licensees of MLS firms.**

1. MLS Firm Initiation Fee (For Designated REALTORS® only)	\$ <u>200.00</u>
2. MLS Orientation Fee*	\$ _____
3. Transfer Fee	\$ <u>100.00</u>
4. Reinstatement Fee	\$ <u>100.00</u>
5. MLS Usage Fee	\$ _____
6. SentiLock™ Access Training (Optional)	\$ _____
7. Total (Add Lines 1–6 and Enter Total)	\$ _____

\*MLS Orientation Fee is \$150 for in-person orientation or \$200 for online orientation.

### Method of Payment:

Check: \_\_\_\_\_ Check Number: \_\_\_\_\_

(Make check payable to MAAR or Memphis Area Association of REALTORS®)

Credit Card: \_\_\_\_\_ Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cash: \_\_\_\_\_

### II. CHECK DATE YOU WILL ATTEND MLS ORIENTATION:

_____	Wed., January 26	_____	Wed., July 27
_____	Wed., February 23	_____	Wed., August 24
_____	Wed., March 23	_____	Wed., September 28
_____	Wed., April 27	_____	Wed., October 26
_____	Wed., May 25	_____	Wed., November 30
_____	Wed., June 22		

**III. PASSWORD:** Please provide a password. This password is used to access the MLS system and your member records. The password must consist of 8-12 characters: **one (1) uppercase, one (1) lowercase and one (1) number. Password cannot include spaces or your name.**

Your Password: \_\_\_\_\_

## MLS Usage Fees

**Line 5: MLS Usage Fee:** Mandatory for licensees of MLS firms. The fee is a semi-annual fee. The fee is prorated for new subscribers according to the month your sponsoring broker received your license. The fee is \$336 semi-annually for all counties. Enter the pro-rated amount for the county and the current month below on Line 5.

All Counties			
Jan.- Aug.	\$448.00	July-Aug.	\$112.00
Feb.-Aug.	\$392.00	Aug.-Feb.	\$392.00
Mar.-Aug.	\$336.00	Sept.-Feb.	\$336.00
Apr.-Aug.	\$280.00	Oct.-Feb.	\$280.00
May-Aug.	\$224.00	Nov.-Feb.	\$224.00
June-Aug.	\$168.00	Dec.-Feb.	\$168.00

**Line 6: SentiLock™ Access Training (Optional):** The price of SentiLock™ Access Training is \$25.00. Access will not be given until your license becomes active, you have attended the training class and a REALTOR® Lockbox Agreement has been processed. Training is available every Tuesday at 1:30 p.m. Reservations for SentiLock™ training classes must be made in advance. Make your reservation when you submit your application or by calling 901.685.2100.



REALTORS® MULTIPLE LISTING PARTICIPATION AGREEMENT  
(For Principal Brokers Only)

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

STATEMENT OF UNDERSTANDING

As Principal of the above firm, I pledge faithfully to abide with the Rules and Regulations of the Multiple Listing Service of the Memphis Area Association of REALTORS®, and further agree that all other REALTORS® and Associate Members of my firm engaged in the selling of residential properties shall abide by these rules.

\_\_\_\_\_  
Name of Principal Broker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal Broker

If you have any questions, please contact MAAR at 901.685.2100.

Please send completed forms to MAAR, 6393 Poplar Avenue, Memphis, TN 38119 or to [Member Services](#) by email or fax, 901.761.4003.



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## MULTIPLE LISTING SERVICE REALTOR™ LOCKBOX SYSTEM AGREEMENT

THIS REALTOR™ LOCKBOX SYSTEM AGREEMENT ("THIS AGREEMENT") IS HEREBY ENTERED INTO

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN MEMPHIS AREA ASSOCIATION OF REALTORS®, INC. ("MAAR"), WHICH OPERATES A MULTIPLE LISTING SERVICE ("MLS"), AND \_\_\_\_\_ ("HOLDER"), WHO IS A  
REAL ESTATE LICENSEE ASSOCIATED WITH \_\_\_\_\_ Name of Licensee ("PARTICIPANT"), WHO IS  
A PARTICIPANT IN THE MLS AND THE PRINCIPAL BROKER OF \_\_\_\_\_ Name of Principal Broker  
WHICH IS LOCATED AT \_\_\_\_\_ Company Name  
\_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- LOCKBOX:** MAAR has sold to Holder, or to Participant for Holder's use, one or more REALTOR™ Lockboxes ("Lockbox"), as reflected on a separate ledger maintained by MAAR, for use in connection with the REALTOR™ Lockbox System ("System") that has been sold and licensed by SentiLock, LLC ("SentiLock") to MAAR.
- SMART CARD READER AND SOFTWARE:** MAAR has also sold to Holder, or to Participant for Holder's use, one or more Smart Card Readers, which are SentiLock-supplied devices that may be attached to an Internet-connected personal computer (meeting certain minimum standards established by SentiLock) to allow renewal and maintenance of SentiCards™. MAAR is making available to Holder and/or Participant certain SentiLock-supplied software ("SentiLock Software") to be used with Smart Card Readers, subject to a SentiLock license agreement to be executed by the owner of the personal computer on which SentiLock Software is installed.
- RECEIPT OF SentiCard™ AND PIN:** By separate agreement Participant has granted permission to MAAR to sell to Holder a SentiLock electronic smart card ("SentiCard™") permitting entry into the System. MAAR hereby acknowledges receipt of the sum of \$\_\_\_\_\_ from Holder for the purchase of SentiCard™ Number \_\_\_\_\_. Holder hereby acknowledges receipt of the SentiCard™ and his/her personal identification number ("PIN") from MAAR.
- LICENSE TO USE:** Holder is hereby granted a revocable license to use the SentiCard™ in connection with his/her normal and customary activities while acting as a real estate agent or non-principal broker, all upon the terms and conditions set forth herein. Holder shall be permitted to use the other components of the System upon the terms and conditions set forth herein. Upon termination or revocation of Holder's right to use the System or any component thereof, and upon request of the MLS, Holder shall immediately return to the MLS all Lockboxes, SentiCards™, Smart Card Readers, and any other SentiLock-supplied devices, and shall cease using any SentiLock-supplied software.
- PURPOSE:** Holder shall use the SentiCard™ only for the purposes of gaining authorized entry into real property on which a Lockbox has been installed pursuant to an agreement with the owner(s) of such real property. Holder shall use the other components of the System only as necessary for proper use of the SentiCard™ and/or Lockbox.
- OTHER EQUIPMENT AND SOFTWARE:** Holder and/or Participant are responsible for providing the necessary Internet connection, computer hardware, and non-SentiLock-supplied software for communication with the System. These elements are not provided by MAAR or SentiLock. In order to be sufficient and compatible with the System, these elements must meet SentiLock's specifications, a copy of which is available from MAAR and/or SentiLock.
- REVOCATION OF LICENSE AND PERMISSION:** Holder's license and permission to use the System shall be revoked forthwith upon the occurrence of any one or more of the following events:
  - Suspension or termination of either Participant or Holder from the MLS.
  - Termination of Holder's association with Participant for any reason. (When Holder again becomes affiliated with an eligible MLS participant, license may be reinstated upon such other participant's assuming responsibility for Holder's SentiCard™ and Holder's use of other components of the System.)
  - Failure of Participant or Holder to comply with any of the terms and conditions set forth herein, including but not limited to the provisions for maintenance and security in Paragraph 9 below, or any provision of the MLS Rules and Regulations.
  - Failure of Participant or Holder to comply with: (i) SentiLock's operating and maintenance procedures as established from time to time and published on SentiLock's website; or (ii) any license agreement that SentiLock may require Participant or Holder to execute.
  - Expiration or termination of the Master Agreement between MAAR and SentiLock, LLC, as described in Paragraph 21 below.
  - Termination of Participant's Guaranty Agreement for REALTOR® Lockbox System (the "Guaranty") or receipt of notice by MAAR from Participant, pursuant to Guaranty, to exclude Holder from access to the System.

One of the effects of revocation of Holder's license and permission to use the System will be the MLS's deactivation of Holder's SentiCard™.

8. **CURRENT UPDATE CODE:** Holder acknowledges that each SentriCard™ has an update code and that this code expires periodically as determined by the MLS. Holder cannot use the SentriCard™ unless he/she updates the SentriCard™ during each designated period by using a Smart Card Reader or following other procedures required by SentriLock and the MLS. Holder will not be permitted to update his/her SentriCard™ if Holder's SentriCard™ license is revoked pursuant to paragraph 7 above.
9. **MAINTENANCE AND SECURITY OF SYSTEM:** Holder acknowledges that it is necessary to maintain security of the System to prevent its use by unauthorized persons. Consequently, Holder agrees:
  - (a) To keep the SentriCard™ in Holder's possession or in a safe place at all times.
  - (b) Not to allow his/her PIN to be attached to the SentriCard™.
  - (c) Not to disclose his/her PIN to any third party.
  - (d) Not to loan the SentriCard™ or permit the SentriCard™ to be used by any other person, for any purpose whatsoever.
  - (e) Not to duplicate, tamper with, or modify the SentriCard™, the Smart Card Reader, the Lockbox, or any other component of the System or allow any other person to do so.
  - (f) Not to assign, transfer, or pledge any component of the System or any rights thereto.
  - (g) To follow all additional security procedures as specified by the MLS and/or SentriLock from time to time.
  - (h) To comply with any license agreement for SentriLock Software and SentriLock's operating and maintenance procedures as established from time to time and published on SentriLock's website, and any license agreement for SentriLock Software.
10. **LOST OR STOLEN SENTRICARD™:** In the event a SentriCard™ or other System component is lost, stolen, or otherwise unaccounted for, Holder shall notify the MLS immediately by telephone and promptly thereafter execute and deliver to MAAR an affidavit as to all the facts surrounding the loss, theft, or inability to account therefor.
11. **AUDIT/INSPECTION:** Holder shall submit the SentriCard™ for inspection at the MLS office after receipt of notice to do so by the MLS. The SentriCard™ shall be deemed unaccounted for if Holder does not demonstrate that the SentriCard™ is within his/her physical control during the time period specified by the MLS.
12. **FAILURE TO COMPLY:** Any failure to comply with any of the terms of this Agreement, the MLS Rules and Regulations, or any license for SentriLock Software shall constitute an event of default hereunder and may result in immediate termination of Holder's right to use the System.
13. **VIOLATION:** If Holder violates this Agreement, the MLS Rules and Regulations, or any license for SentriLock Software, Holder and/or Participant: (a) shall be subject to loss of access to the System, fines and/or other sanctions as determined by the MLS Rules and Regulations then in effect; (b) may be required to return all components of the System assigned to or within the possession, custody or control of Holder; and (c) may be liable for damages.
14. **INDEMNIFICATION:** Holder covenants and agrees to indemnify and hold MAAR, the MLS, and their respective officers, directors, employees, and representatives harmless from any and all losses, expenses, liabilities, obligation, claims, or demands, including attorneys' fees and expenses, in connection with Lockboxes, SentriCards™, Smart Card Readers, and other System components used by or assigned to Holder, including but not limited to or Holder's use of the Lockbox or the SentriCard™, use of the SentriCard™ by any other person, loss of the Lockbox or the SentriCard™, or any breach of this Agreement, the MLS Rules and Regulations, or any license for SentriLock Software by Holder.
15. **REIMBURSEMENT:** In the event MAAR or the MLS commences legal proceedings against Holder to enforce or interpret any of the provisions of this Agreement, Participant and Holder shall be jointly and severally liable for all reasonable attorney's fees and expenses incurred by MAAR or the MLS.
16. **PARTICIPANTS AND HOLDER'S RESPONSIBILITIES:** Holder hereby warrants and covenants that now and for so long as Holder shall be assigned a SentriCard™ or otherwise have access to the System: (a) Participant shall be both a principal broker and an authorized participant in the MLS; (b) Holder shall be in fact associated with Participant in an active effort to sell real estate through a business office under the control and supervision of Participant; (c) Participant and Holder shall maintain current Tennessee real estate licenses; and (d) Participant and Holder shall promptly notify the MLS should any of the statements in this numbered paragraph no longer be true. Holder agrees to: (a) attend an instructional meeting on the operation and use of the System as required by the MLS; and (b) comply with MLS Rules and Regulations for use of the System, including obtaining a confirmed appointment from each listing office or listing agent before entering the property through the use of the Lockbox unless "Open Lockbox" is denoted in the MLS listing.
17. **ACTION TO ENFORCE:** Any action for the enforcement of this Agreement may be taken or brought in the name of MAAR or the MLS.
18. **WARRANTY:** Participant's and Holder's sole and exclusive warranty with respect to the Lockbox, the SentriCard™, the Smart Card Reader, SentriLock Software, and any other component of the System shall be only that warranty which MAAR obtains from SentriLock and is permitted to pass through to Participant and Holder. **SUCH WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED.** MAAR and the MLS do **NOT** represent or warrant that the System may not be compromised or circumvented or that the Lockbox, the SentriCard™, or other System components will prevent any loss by burglary or other criminal action. Holder agrees that neither MAAR nor the MLS has made any representations or warranties, express or implied, regarding such compromise or circumvention. It is expressly understood and agreed that the System is not designed or marketed as a security system. The System will be unavailable at certain times due to maintenance and may be unavailable at other times due to Internet or telecommunication service outages or malfunctions or other reasons. Neither Holder nor Participant nor any other person shall have any claim against MAAR as a result of any failure or malfunction of the System.
19. **AUTHORIZATION:** Prior to installing or using the Lockbox on any property, Participant or Holder shall secure written authorization from the owner(s) of such property. Extreme care shall be taken to ensure that all doors to the property and the Lockbox are locked. Participant and Holder shall include in the listing agreement, or some other agreement signed by the owner(s) of such property prior to installation or use of the System, a provision whereby the owner(s) acknowledge(s) the risk of using the System and release(s) MAAR, the MLS, and their officers, directors, employees, representatives, and independent contractors from any and all liability in connection with the System.
20. **PARTICIPANT AS HOLDER:** If this Agreement is being used in connection with issuance of a SentriCard™ and/or other System components to Participant and no name is filled in on the blank line above for "Holder," Participant shall be deemed to be "Holder" and shall have all the obligations assigned herein to "Holder."
21. **AGREEMENT BETWEEN MAAR AND SENTRILOCK:** Holder's and Participant's rights under this Agreement and Holder's and Participant's rights to use the System are dependent upon MAAR's rights under that certain SentriLock System Agreement dated November 7, 2004 by and between SentriLock and MAAR (the "Master Agreement"). Holder's and Participant's rights to use the System or any component thereof are subject to termination upon expiration or termination of Master Agreement.
22. **COMPLETE AGREEMENT:** This Agreement is the complete and exclusive statement of the agreement between the parties and may be amended only by a written instrument executed by both parties hereto. However, Participant has entered into the Guaranty, pursuant to

which Participant has guaranteed the obligations of Holder hereunder, as well as the obligations of other real estate licensees with whom Participant is associated.

23. **MISCELLANEOUS:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining provisions. The MLS Rules and Regulations, as referred to herein, shall include any and all amendments thereto which may be adopted from time to time. The captions used in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement at Memphis, Tennessee, on the date first above written.

MAAR:

HOLDER:

**MEMPHIS AREA ASSOCIATION OF REALTORS®, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Holder's Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Holder's Name

\_\_\_\_\_  
Holder's Address