



The Voice For Real Estate® In The Rogue Valley

Jackson County Office:
629 Franquette Street, Medford, Oregon 97501
Josephine County Office:
900 SE 8th Street Ste 100, Grants Pass, OR 97526
Phone: (541) 770-7060
Website: roguevalleyrealtors.org



WELCOME, NEW MEMBER:

This packet contains the information you will need to become a member of RVAR and/or SOMLS, the REALTOR® Association and Multiple Listing Service serving Jackson County. For over 75 years RVAR & SOMLS have been a constantly growing resource, with currently over 1200 Members and more than 285 offices, dedicated to providing real estate professionals in the Rogue Valley/Jackson County area with quality, cost-effective services and tools to make your job easier. Enclosed you will find:

The Essentials For Joining RVAR (all new members must complete these forms)

- ✓ RVAR Application Form
- ✓ Dues & Fees
- ✓ Member Change Form (requires Managing Broker's signature)

The Essentials for Joining SOMLS (all new members must complete these forms)

- ✓ SOMLS Subscriber Application
- ✓ Dues & Fees
- ✓ Member Change Form (requires Managing Broker's signature)
- ✓ Key Agreement (requires Managing Broker's signature)

Useful Information

- ✓ Orientation Schedule
- ✓ RVAR/SOMLS Staff

Again, Welcome! Please let us know if there is anything we can do to make your association with us more beneficial to you.

RVAR/SOMLS DUES & FEES for JOINING in 2022

NAME _____ AGENT # _____ OFC CODE _____

FOR REALTOR® MEMBERS ONLY: I understand that I am paying a \$300.00 Application Fee to the Rogue Valley Association of REALTORS®. \$100.00 of the Application Fee will be refunded to me if I complete the required course of Orientation within ninety (90) days. I will be given at least two opportunities to attend an orientation session within that ninety (90) day period. I further understand that if I do not complete the orientation within ninety (90) days that I forfeit the \$300.00 Application Fee and must reapply for membership and pay a new Application Fee. In addition, I understand that I will not be approved for membership until the orientation has been completed and that until I am approved for full REALTOR® membership I am granted a provisional membership (see RVAR Bylaws, Article V, Section 2c for explanation of provisional membership).

Signature _____

Date _____

RVAR DUES: (dues will vary based on month joined and whether new licensee or renewing member)

Local (RVAR) \$ _____

State (OAR) \$ _____

National (NAR) \$ _____

NOTE: Your NAR dues include a \$35 mandatory assessment by the National Association of REALTORS® to fund a nationwide public awareness campaign that includes TV network and cable ads highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®.

Application Fee – REALTOR® \$ **300.00** _____

Application Fee – Affiliate \$ **200.00** _____

RVAR Reinstatement Fee \$ _____
 \$50.00 1-30 days; \$100.00 31-90 days; \$200.00 91-365 days

Miscellaneous _____ \$ _____

TOTAL DUE RVAR: \$ _____

Payment Type: _____ Check #: _____ Date Paid: _____ Initials: _____

SOMLS FEES:

Activation Fee \$ **30.00** _____

All new and renewing (if period of inactivation was greater than thirty (30) days) and Subscribers will be charged an activation fee.

New Participant Fee \$ **500.00** _____

Supra eKey – Processing \$ **5.00** _____

Monthly Access Fee \$ **57.00** _____

Monthly Key Fee (eKey Basic) \$ **13.00** _____

Monthly Key Fee (eKey Professional) \$ **24.00** _____

Application Fee \$ **50.00** _____

Miscellaneous _____ \$ _____

TOTAL DUE SOMLS: \$ _____

Payment Type: _____ Check #: _____ Date Paid: _____ Initials: _____



APPLICATION FOR REALTOR® MEMBERSHIP

Oregon Appraisal or
Real Estate License #: _____

Name: _____

I hereby apply for REALTOR® Membership in the Rogue Valley Association of REALTORS®, hereinafter referred to as "RVAR," and remit the annual dues and application fee, which I understand will be returned to me in the event I am not accepted to membership. In the event my application is approved, I agree as a condition to membership to complete the orientation course and on my own initiative thoroughly familiarize myself with:

- a) the Code of Ethics of the National Association of REALTORS®, including the duty to arbitrate business disputes in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual.
b) the Bylaws of RVAR, the Oregon Association of REALTORS®, and the National Association of REALTORS®.

I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Bylaws, and duty to arbitrate, all as from time to time amended.

I consent and authorize RVAR, through its Membership Committee or staff, to invite and receive information and comment about me from any Board/Association where I previously held membership. I agree that any information and comment furnished to RVAR by any Board/Association Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

I acknowledge that if accepted as a Member and I subsequently resign or am expelled from membership in RVAR with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership my verification that I will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if I resign or am expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon my payment of the award, plus any costs that have previously been established as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

Dues payments to RVAR are not tax deductible as charitable contributions. Portions of such payments may be tax deductible as ordinary and necessary business expenses.

Type of License: [] Broker [] Sole Practitioner [] Principal Broker [] Appraiser Birthdate: _____
Month/Day/Year

First Licensed in Oregon: _____ 20 ____ Licensed in Another State? [] Yes [] No

Have you been a member of another REALTOR® Board or Association in the past 10 years? [] No [] Yes

If yes, what is the date of your most recent Code of Ethics training: _____

Pending disciplinary action in another Board/Association? [] No [] Yes, where? _____

Home Street Address: _____ Home Phone: _____

_____ Cell Phone: _____

Home Mailing Address (if different): _____

Mail to go to: [] Home [] Firm Email Address: _____

Name of Firm: _____

Firm Address: _____ Phone: _____

_____ Fax: _____

Signature: _____ Date: _____

Fields in "Bold" are required.

Updated May 2007

For Office Use Only:
Office# _____ Member# _____ Member NRDS# _____ Office NRDS# _____

SOMLS APPLICATION - PARTICIPANT
 SOUTHERN OREGON MULTIPLE LISTING SERVICE, INC.
 629 FRANQUETTE STREET, MEDFORD, OR 97501-7831
 PHONE (541) 770-7060 FAX (541) 770-7111



I, _____ (please print), a member in good standing in a REALTOR® Association of my choice, subscribing fully to their ByLaws and Code of Ethics, and an Employing Broker/Appraiser of a firm in the state of Oregon, hereby apply for Participation in the Southern Oregon Multiple Listing Service, herein referred to as SOMLS.

If my application is approved, I:

- 1) Agree to conform to and abide by the SOMLS Bylaws and SOMLS Rules and Regulations, as they are now written or as they may be amended. I further understand and agree that my Participation in SOMLS may be canceled for non-compliance with said Bylaws and Rules and Regulations and/or for non-payment of fees, fines, or other charges and that non-compliance could result in further sanctions and/or fines per Section 12 of the aforementioned Rules and Regulations.
- 2) Agree to subscribe to a separate service for each licensee (includes both real estate licensees and certified or licensed appraisers) affiliated with my office as an employee or independent contractor.
- 3) Agree to protect the confidentiality of our member/client information and the integrity of SOMLS. Further, I will not nor will I allow anyone associated with me to give or loan to any non-member any listing information, lockbox key, use of or information from the MLS system or SOMLS website, and/or any other information received from/through SOMLS.
- 4) Agree to adequately instruct all personnel within my office on the procedures and regulations of SOMLS and I accept the responsibility to enforce said procedures and regulations.
- 5) Acknowledge and understand that all Participant rights and privileges of SOMLS are non-transferable.
- 6) Agree to submit all controversies in matters of conduct arising among SOMLS Participants and/or Subscribers to the Rogue Valley Association of REALTORS® Professional Standards Committee if the Participant or Subscriber whose conduct is in question is a member of said Association.
- 7) Acknowledge that any change in the Employing Broker/Appraiser of my firm shall obligate the new Employing Broker/Appraiser to pay new Participant fees as are in effect for a new Participant in SOMLS.
- 8) Acknowledge that I have received copies of the SOMLS Bylaws and SOMLS Rules and Regulations and hereby agree to observe and adhere faithfully to all such provisions.
- 9) Agree to make a unilateral offer of cooperation and compensation to all other SOMLS Participants concerning any property listings disseminated for me by SOMLS.

My check for the new Participant fee in the amount of \$500 (five hundred dollars) **AND A COPY OF MY LICENSE OR CERTIFICATION** is enclosed with the understanding that the full amount will be refunded if this application is not approved.

 Date Signature of Participant (Employing Broker/Appraiser) Real Estate License or Oregon Appraisal #

 Business Name

 Business Phone Business Fax

 Business Mailing Address City, State, and Zip Code

 Business Street Address City, State, and Zip Code

 Participant's Home Phone Email Address

 Participant's Home Address City, State, and Zip Code

For Office Use Only:			
Office #	Member #	License #	Member NRDS #

CHANGE FORM – MEMBER
 RVAR and/or SOMLS

Today's Date _____ Effective Date _____

Name _____ **MLS Agent #** _____
(New members: this number will be assigned to you.)

Office _____ **MLS Office #** _____
(New offices: this number will be assigned to you.)

This individual is:

- A NEW MEMBER** (If transferring from another association we need a letter of good standing)
- TRANSFERRING FROM ANOTHER OFFICE** (A \$5.00 transfer fee will be charged to the licensee)
- REACTIVATING**
- DELETING FROM THE ABOVE OFFICE**

(Adding or deleting a licensee is not valid without the signature of the
Designated REALTOR® or Designated Broker of the office noted.)

PERSONAL INFORMATION CHANGES AND/OR UPDATES

Home Physical Address (Street, City, State & Zip):

Home Mailing Address (If different from Home Physical Address):

Mail To (circle one): Home Office Preferred Contact (circle one): Mail Email

Home Phone _____ Cell Phone _____

Direct Office Line _____ Email _____

Name Change _____

Signature(s):

Designated REALTOR®/Broker (if required)

Licensee

SOMLS/RVAR Office Use Only:

MLS Password _____

NEW AGENT: FEES MOM RAP FLEX OREA KEY LTR ORNT SCAN

TRANSFER: FEES MOM RAP OREA LIST KEY BL SCAN

DELETE AGENT: FEES MOM RAP OREA LIST KEY BL SCAN

Agent NRDS# _____

Office NRDS# _____

Office # _____

CHANGE FORM - OFFICE
 RVAR and/or SOMLS

Today's Date _____ Effective Date _____

ADD OFFICE

Office Name _____ Office Code _____

Name of Designated REALTOR® / Participant _____

If adding an additional firm location (branch office) or if adding an office to RVAR only, please fill out the address, phone, fax, etc in the Changes/Updates section below.

If the addition of a new office to SOMLS is also a new Participant, the DR/Participant must also submit an SOMLS Participant application, the accompanying fees, and other required documentation.

DELETE OFFICE

Office Name _____ Office Code _____

This office will be removed from the roster and the DR will be credited for any applicable SOMLS services for the next month ONLY if the delete notice is received PRIOR to the 1st of the month.

(Adding or Deleting an office is valid ONLY with the signature of the
Designated REALTOR®/Participant of the office noted.)

OFFICE INFORMATION CHANGES AND/OR UPDATES

Office Name

Please change our existing office name _____
to _____

Office Address

Street _____

PO Box _____

City, State, Zip _____

Office Phone _____ Office Fax _____

Office Email _____ Website _____

Preferred Contact (circle one): Mail Office Fax Office Email

Designated REALTOR® / Participant Signature: _____

SOMLS/RVAR Office Use Only:

ADD: SOMLS Fees BUL RAP FAX LIST

MLS Office Code _____

DELETE: SOMLS Fees BUL RAP FAX LIST

Office NRDS # _____

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

1. LICENSE AND LEASE

a. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

b. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.

c. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from Carrier Fire & Security Americas Corporation ("Supra"), which is necessary for the use and operation of the eKEY ("Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

2. SERVICE

a. The Software, the equipment incorporated in the iBoxes (if applicable) ("Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. TERM This Agreement shall commence on the date set forth in the signature block and have a term ("Term") through the date shown on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. **EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.**

5. TITLE AND USE The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

6. RISK OF LOSS; RETURN OF EQUIPMENT

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. **That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

8. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

11. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13. WARRANTY The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.

h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

(remainder of page intentionally left blank)

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

Sub-Lease/License Agreement – Page 4

Southern Oregon Multiple Listing Service, Inc.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

For Keyholder:

Signature: _____

Printed Name: _____

Company: _____

Mailing Address: _____

City, State, & Zip Code: _____

Email Address: _____

Phone Number: _____

Date: _____

Agent ID: _____

For Organization:

Signature: _____

Title: _____ Membership Director _____

PARTICIPANT ACKNOWLEDGMENT:

As a Participant of the Organization, I agree to inform the Organization immediately of the termination or transfer to another firm of any licensee who is a Keyholder affiliated with me. I further agree to be jointly and severally liable with the Keyholder for all costs, fees, and compliance with the terms and conditions as outlined in this Agreement and in the Organization Rules and Regulations in respect to the Service and any other aspect of the Keybox System.

Participant Name (Type or Print)

Date

Participant Signature

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on **July 7, 2022** unless terminated earlier as provided in Section 12 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

Returned Key Serial #: _____

New Key Serial #: eKEY Basic Software: _____

eKEY Professional Software: _____

IDX PARTICIPATION VERIFICATION

In order to comply with OAR 863-015-0125, please check ONE of the boxes below and fill in the requested information below the box you checked (if any). Please be sure to sign and date the bottom of the form. If this form is not signed, it will be assumed that you do not wish to participate in the program.

PARTICIPATION VERIFICATION

By my signature below, I affirm that I will be participating in the program known as IDX. I acknowledge that my participation means that:

1. I authorize other Participants in the IDX program to display my listings in the smart framed program supplied by SOMLS and its vendor and on other sites approved by the SOMLS Board of Directors under written agreement.
2. I may display the listings of other Participants in the IDX program in the smart framed program supplied by SOMLS and its vendor, provided that my website is registered with SOMLS and is under my full control.
3. If I allow my licensees to display listings in the smart framed program on their personal websites, the individual's website will be registered with SOMLS and will be under said individual's complete control.
4. I agree to abide by the Broker Reciprocity Rules and Regulations, as from time to time amended.

Web Site Address

Yes No My licensees are allowed to use the smart framed program on their personal websites.

Licensee's Web Sites (attach a separate page if necessary):

STATEMENT OF NON-PARTICIPATION

By my signature below, I affirm that I DO NOT want to be a part of the program known as IDX, which means that:

1. I DO NOT want any of my listings made available to other SOMLS Participants for posting on their Internet web sites.
2. I forfeit any right to display the listings of other SOMLS Participants on my Internet web site.
3. My listings may still appear on Realtor.com, if the seller so desires.

Participant's Signature

Date

Participant's Name (Printed)

Firm Name

DESIGNATED REALTOR® CERTIFICATION FORM

The following information is required in order for the Rogue Valley Association of REALTORS® to verify membership counts.

FIRM NAME: _____

DESIGNATED REALTOR®: _____ LICENSE #: _____

FIRM ADDRESS: _____

CITY: _____ STATE: _____ ZIP+ 4: _____ - _____

FIRM TELEPHONE: _____ FIRM FAX: _____ FIRM EMAIL: _____

Please check the box below if you are a one-person office. Otherwise, please list **ALL** real estate licensees and licensed or certified appraisers in the firm and their primary REALTOR® Board or Association affiliation, if any. If a licensee is not a member of a REALTOR® Board/Association, check the non-member box for that person. This list shall be for non-member fees calculation**. Attach additional pages if necessary. Computer printouts with the same information as what is shown below are acceptable. RETURN THIS FORM, SIGNED, ALONG WITH ANY ADDITIONAL PAGES TO THE ROGUE VALLEY ASSOCIATION OF REALTORS® OFFICE.

I DO NOT HAVE ANY ADDITIONAL REAL ESTATE LICENSEES OR LICENSED OR CERTIFIED APPRAISERS AFFILIATED WITH MY FIRM.

NAME	PRIMARY BOARD/ASSOCIATION	NON-MEMBER

The above represents the status of all licensees in this office as of _____ and by my signature I hereby certify the above is correct. (date)

Designated REALTOR® Signature

**The Rogue Valley Association of REALTORS® dues policy provides that the dues for each Designated REALTOR® shall be a base amount multiplied by the number of real estate licensees and licensed or certified appraisers who are employed by or affiliated with as independent contractors or who are otherwise directly or indirectly licensed or certified with such Designated REALTOR® member. The calculation shall not include those who are not REALTOR® or Institute Affiliate members of the Board/Association and the Designated REALTOR® notifies the Board/Association in writing of the Board/Association to which dues have been paid. The non-member fees liability of the Designated REALTOR® for each non-member is six hundred ten dollars (\$610.00).



The Voice For Real Estate® In The Rogue Valley

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Medford, Oregon 97501-7831
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Email: info@roguevalleyrealtors.org
Website: roguevalleyrealtors.org



2022 RVAR / SOMLS ORIENTATION SCHEDULE

January 10 th	RVAR Step 2: Live Course SOMLS Mandatory
March 7 th	RVAR Step 2: Live Course SOMLS Mandatory
May 16 th	RVAR Step 2: Live Course SOMLS Mandatory
July 11 th	RVAR Step 2: Live Course SOMLS Mandatory
September 12 th	RVAR Step 2: Live Course SOMLS Mandatory
November 7 th	RVAR Step 2: Live Course SOMLS Mandatory

Orientation is a requirement of all new RVAR REALTOR® members and SOMLS Participants and Subscribers. ALL Orientation classes will be virtual (unless noticed otherwise).

RVAR Steps 1 & 2 must be completed within 90 days of joining and step 1 (online portion must be completed before you can attend the step 2 (live course). The SOMLS must be completed within 90 days of joining. In the event either are not completed within the time frame, the application fees are forfeited, and continuation of membership is at risk.

You will receive an email with additional information related to the orientation requirements. Please make sure you read it and the attachments in their entirety and contact us right away if you have any questions.

RVAR/SOMLS STAFF

		<u>EXTENSION</u>	<u>EMAIL</u>
CEO	Tina Grimes	501	tina@roguevalleyrealtors.org
Executive Assistant	Lisa Smyth	509	lisa@roguevalleyrealtors.org
Technology Officer	Loran Hughes	503	loran@roguevalleyrealtors.org
Membership Director	Brooke Simon	502	brooke@roguevalleyrealtors.org
Education Director	Susan Ladue	504	susan@roguevalleyrealtors.org
Josephine County Office Receptionist	Melinda Gurzi	505	melinda@roguevalleyrealtors.org
Data Services Director	Fabrun White	507/511	fabrun@roguevalleyrealtors.org
Communications Director	Alycia Cash	510	alycia@roguevalleyrealtors.org
Bookkeeper	Mason Miller	506	mason@roguevalleyrealtors.org
Jackson County Office Receptionist	Andrea Allen	500	andrea@roguevalleyrealtors.org

OFFICE INFO

GENERAL OFFICE EMAIL	info@roguevalleyrealtors.org
JACKSON COUNTY OFFICE PHONE #	541-770-7060
JOSEPHINE COUNTY OFFICE PHONE #	541-414-1505
GENERAL OFFICE FAX #	541-770-7111
WEBSITE	www.roguevalleyrealtors.org