

### Definitions and Interpretation

In this document, the following terms have the meanings indicated below:

**“Act”** means the *Real Estate and Business Brokers Act, 2002*, S.O. 2002 c. 30, sched. C, as amended from time to time, and includes all regulations promulgated thereunder.

**“Agreement”** means the legally binding agreement formed by acceptance by the Association of this application to become an Authorized User of the MLS® System on the terms and conditions set out in this document.

**“Association”** means the Barrie & District Association of REALTORS®

**“Authorized User”** means a Member or any person other than a Member who has been authorized by the Association to access or use any part of the MLS® Database under the Agreement.

**“Member”** means a member of the Association.

**“MLS® System”** means the single platform for MLS® Data maintained by ORTIS.

**“MLS® System Data”** means any part of the MLS® System database.

**“MLS® Database”** means the database of MLS® listings and trades operated by the Association for the benefit of Authorized Users as part of the MLS® System, and includes any and all content gathered, compiled, stored or published by the Association as part of the MLS® System, in whatever format it is gathered, compiled, stored or published by the Association, and further includes any and all such content made available by the Association to Authorized Users, in whatever format it is disseminated to Authorized Users.

**“ORTIS”** means Ontario Regional Technology and Information Systems Inc.

**“Regional MLS® Rules”** means the rules and procedures regarding the Association's MLS® Database as approved and amended by the ORTIS board of directors from time to time.

In addition, in this document, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this document, (ii) unless otherwise specified, words imparting the singular include the plural and vice versa and words imparting genders include all genders, (iii) the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected.

### In making this application to become an Authorized User, I understand and agree that:

**01**

This is my offer to become an Authorized User based on the information and representations and warranties that I have provided in this form; the Association will consider my application and, if accepted by the Association, I will be designated an “Authorized User” hereunder and granted access to the MLS® System and the MLS® Database on the terms set out in the Agreement. The Association is under no obligation to accept my offer to become an Authorized User and only on acceptance by the Association, signified by a counter-signature on the last page of this form by an authorized representative of the Association, shall this become a binding contract between me and the Association.

**02**

In making this application to the Association to become an Authorized User, I understand and agree that the information that I have provided is accurate, current, and truthful and that providing false or incomplete information will be sufficient grounds to refuse this application or terminate the contract formed by acceptance of this application by the Association and terminate the Authorized User privileges if already granted.

**03**

I represent and warrant to the Association and understand that the Association is relying on the accuracy and truthfulness of such representations and warranties when considering my application to become an Authorized User and entry in to this Agreement with me that: (i) there are no amounts of money owed by me to the Association that have not been paid, (ii) there are no penalties assessed against me by the Association that have not been fulfilled; (iii) I am a member in good standing of another real estate board or association in the province of Ontario, the Appraisal Institute of Canada, or the Canadian National Association of Real Estate Appraisers and (iv) I am in good standing of all real estate boards or associations of which I am a member.

**04**

If the Association accepts this application to become an Authorized User, the contract formed thereby shall be governed by, and will at all times be construed in accordance with, the laws in force in the province of Ontario and the laws of Canada applicable therein, without reference to its conflict of laws principles. Moreover, if any provision of the resulting Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect and the Association's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right; neither the course of conduct between you and the Association nor trade practice shall act to modify any provision of this Agreement. The Association's rights, powers and remedies in this Agreement, including without limitation the right to suspend, restrict or terminate your access to any portion of the MLS® Database, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to the Association at law or in equity. You will not assign this Agreement to any person and any purported assignment is invalid. Lastly, this Agreement constitutes the entire agreement between the Association and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.

**05**

The MLS® Database are protected by copyright laws and are licensed products for the exclusive access to and use of Members and Authorized Users. Any unauthorized access to or use of the MLS® Database or the MLS® System data is prohibited.

**06**

The MLS® Database and the MLS® System Data is confidential and shall not be sold or distributed to unauthorized persons or used in any unauthorized manner. MLS® System Data is subject to privacy legislation, is confidential, and is provided only to assist Authorized Users in preparing presentations for and representing their clients or a specifically identified customer in a trade.

**07**

Authorized Users are not authorized to use the MLS® Database and the MLS® System Data for the purpose of populating another listing service or other database; and/or alter, modify or reformat the MLS® System data in any way whatsoever.

**08**

Authorized use of the MLS® Database is not transferable to any person for any reason. Authorized Users shall not extend access to, or use of the MLS® System to anyone not specifically authorized by the Association.

**09**

MLS® System access codes are issued for the individual's sole and exclusive use and shall only be used by the Authorized Users to which they are assigned. The sale, distribution or disclosure of access codes to any unauthorized user or the use of such access codes for any other purpose is prohibited.

**10** I hereby promise to comply with, observe, and be bound by the Regional MLS® Rules, any policies relating to the MLS® System as they may exist from time to time; and all restrictions, copyright notice or other limitations of access to and use of the MLS® Database and the MLS® System.

If I am a registrant under *the Act*, I acknowledge that I must notify the Association by 11:59 p.m. of the business day following the time that Real Estate Council of Ontario terminates my registration, or it is suspended, or revoked. I also acknowledge that I must notify the Association promptly of any change related to my status as a registrant under *the Act* (Ontario); and/or any other change to the information provided to the Association of this application, or otherwise.

**11** If I am a member of the Appraisal Institute of Canada (AIC) or the Canadian National Association of Real Estate Appraisers (CNAREA), I acknowledge that I must notify the Association by no later than 11:59 p.m. the business day following the time that the AIC or CNAREA terminates my membership, or it is suspended, or revoked. I also acknowledge that I must notify the Association promptly of any change related to my status in the AIC or CNAREA and/or any other change to the information provided to the Association on this application, or otherwise.

**12** The minimum term of this Agreement will be one full calendar quarter plus any remaining portion of the current quarter. Fees will not be pro-rated for any period less than the minimum term and no portion of the fee is refundable after this application to become an Authorized User has been accepted by the Association and a binding Agreement has thereby been formed. Unless otherwise terminated in accordance with this Agreement, the term shall automatically renew from calendar quarter to calendar quarter. I will pay the fees set out under the heading "Subscriber Fees" below when invoiced by the Association and acknowledge that such fees may change from time to time during the course of the term.

**13** I acknowledge that I will not be granted access codes until full payment for all applicable fees is received by the Association. All fees are subject to applicable taxes. Fees may change without notice; prepaid amounts will be subject to any increase or decrease in fees or costs as determined by the Association from time to time.

**14** I acknowledge that the Association reserves the right to amend this Agreement during the course of the term and the Association may require a new Authorized User application to be submitted at any time.

**15** I acknowledge that the Association reserves the right to terminate my access codes and/or access programs, without notice, in the event of any unauthorized use of, and/or granting unauthorized access to, the MLS® Database, the MLS® System or any other breaches of the provisions of this Agreement.

**16** Notwithstanding any sanctions and/or penalties imposed by the Association, the Association reserves the right to seek any and all redress and remedies available to it in a civil action against the person and/or any Authorized User permitting the access to or use of the MLS® System by an unauthorized user.

**17** In no event will the Association, its affiliates, agents or employees be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever, including damages for loss of profits, goodwill, opportunity, earnings, use or data, arising directly or indirectly from or related to this Agreement, the MLS® Database or the MLS® System, or any content or software in connection therewith, regardless of the cause of action and even if one or more of us have been advised of the possibility of such damages or losses, or if such damages or losses would be reasonably foreseeable.

**18** I hereby consent to the Association collecting, retaining and using my personal information for the purpose of this Authorized User agreement and the MLS® System.

# Authorized User

## Application and Agreement

### Authorized User Fees & Payment Options

Fees will be pro-rated if the user joins during the period.

Payment Schedule	Period Start Date	REALTOR® Fee	Appraiser Fee
Quarterly	January, April, July, October	\$300.00 (+HST)	\$360.00 (+HST)
Semi-Annual	January, June	\$600.00 (+HST)	\$720.00 (+HST)
Annual	January	\$1200.00 (+HST)	\$1,440.00 (+HST)

An invoice will be sent from the Association once this application has been received, enabling the user to pay securely online with a credit card.

### Applicant Information

Full Name:			
E-Mail Address:		Mobile Phone #:	

REALTORS®	RECO Licence Registration #:		RECO Licence Expiry Date:	
	Broker of Record's Full Name:		Primary Association (Home Board):	
	Broker of Record's E-Mail:		Other Board Memberships:	

### Company Information

Company Name:					
Address:					
City		Prov		Postal Code	
Phone #:		Fax #:			

### Signatures

I have read and fully understand the contents of this agreement. I accept the terms stated above.

Applicant Signature	Broker of Record Signature
Date	Date