



APPLICATION FOR CLERICAL USER

Ventura County Multiple Listing Service (VCMLS)

GENERAL TERMS & CONDITIONS

1. **Additional terms and conditions for MLS applicants only.** I understand and agree that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by the MLS rules, as from time to time amended, including but not limited to the following:
 - A. I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the rules.
 - B. I agree not to reproduce any portion of the listings except as provided in the MLS rules.
 - C. I agree not to download MLS data except as provided in the MLS rules.
 - D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS rules to access any computer or device receiving MLS information. I agree not to transmit to or share the information with any participants, subscribers and clerical users, or any other non-subscribing licensee or third party, not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS rules.
 - E. I agree I will not give or sell my password to any person or make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of any of my equipment, devices or pass codes.
 - F. I understand that clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in discipline and ultimate termination of MLS services.
 - G. I will not lend or make available my lockbox key, code or device to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code or device and lockbox and that I may be held responsible for these costs. Failure to adhere to key and lockbox requirements could undermine the security of homeowners.
 - H. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
2. **REALTOR and MLS applicants only; Arbitration Agreement.** A condition of membership in the Board/Association as a REALTOR or REALTOR-ASSOCIATE and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR (including Designated REALTOR) or REALTOR-ASSOCIATE member, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other REALTOR or REALTOR-ASSOCIATE members of this Board/Association; (ii) with any member of the California or National Association of REALTORS ; and (iii) any client provided the client agrees to binding arbitration at the Board/Association. As a MLS Broker or Appraiser Participant or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch

office manager to binding arbitration of disputes with (i) other MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Board/Association MLS which shares a common database with this Board/Association MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association facilities and in accordance with the Board/Association rules and procedures for arbitration, pursuant to the California Code of Ethics and Arbitration Manual.

3. REALTOR® Membership dues and assessments and MLS fees are set forth separately in EXHIBIT A: MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

Clerical User Access

1. A Clerical User must be sponsored in writing by an MLS Participant (Broker).
2. A Clerical User will read and agree to abide by the MLS Rules and Regulations.
3. MLS recommends the Participants and Subscribers have a written agreement with the Clerical User and complies with all applicable State and Federal employment of Independent Contractor laws.
4. It is understood that clerical MLS access is a privilege held and maintained at the discretion of the Participant (Broker), Subscriber (Agent) and the MLS and this privilege may be terminated or revoked at anytime without prior notice to the Clerical User.
5. Clerical Users are expressly prohibited from displaying, making photocopies, computer printouts, electronic transfers or downloading of and providing MLS information to anyone other than the Participant or Subscriber under whom the Clerical User is registered.
6. Clerical Users may have access to the information solely under the direction and supervision of the Participant and Subscriber.
7. Any information obtained by the Clerical User from the MLS shall be considered confidential and exclusively for the use of the Participant or Subscriber.
8. The use of any MLS information by a Clerical User outside of these parameters may constitute a criminal act under California Penal Code Section 502(c).
9. The MLS or Association through the appropriate committee will conduct a disciplinary hearing regarding any claim of a breach of confidentiality by Participants/Subscribers or Assistant regarding divulging password and/or log on code to any person whether licensed or unlicensed pursuant to MLS Rules and Regulations.
10. It is required that Assistant must attend the MLS Orientation within thirty (30) days. It is also advisable that Participant/Subscriber shall require Assistant to have attend training on the flexmls system through the MLS.

MLS Rule 4.3 regarding Clerical Users states "... Each Participant and Subscriber shall provide the AOR/MLS with a list of all Clerical Users employed by or affiliated as independent contractors with the Participant or Subscriber and shall immediately notify the AOR/MLS of any changes, additions, or deletions from the list."

Unauthorized Clerical User Access and Uses of MLS Information, Unauthorized Sharing of MLS Information and Pass Codes are Tier 3 Violations. Tier 3 violations incur a \$1,000 fee for the first offense and \$2,500 for 2nd and subsequent violations. MLS privileges may be suspended.

The Participant and/or Subscriber is responsible for all violations incurred.

Initials

CLERICAL USER APPLICATION

Clerical Users are individuals under the direct supervision of an MLS Participant or Subscriber that performs administrative and clerical tasks only, that do not require a real estate license or an Appraiser's certificate or license.

First Name of Clerical User Middle Initial Last Name

Home Address City State Zip Code

Mobile Phone E-mail

Social Security # (last four digits only) Drivers License # Exp. Date

ASSISTANT TO:

Clerical User Assigned to (Name of Broker/Agent as appears on license.) Broker/Agent MLS#

Firm Name Firm Phone

Firm Address City State Zip Code

Each of the undersigned hereby agree to abide by the terms of Ventura County MLS Clerical User Disclosure Agreement and CARETS/VCRDS MLS Rules and Regulations.

Participant/Broker Participant Signature Date

Subscriber/Agent Subscriber Signature Date

Clerical User Clerical User Signature Date

Temporary Access Password: _____
(please provide 6-8 characters, combination of letters and numbers)

<p>FOR OFFICE USE</p> <p>MLS # _____</p>

CLERICAL USER FEES CREDIT CARD AUTHORIZATION FORM

I, _____, hereby authorize the Ventura County Coastal Association of REALTORS® to charge my credit card as per the details indicated below.

Name as shown on card

Phone

Card Billing Address

City

State

Billing Zip Code

American Express

Discover

Mastercard

Visa

Card Number

Exp. Date

CVC Code

Billing Zip Code

Signature

MLS Initiation Fee	\$100.00
MLS Annual Fee (Prorated Quarterly)	<u>\$125.00</u>
MLS Total Payment	\$225.00

FAX OR EMAIL YOUR COMPLETED APPLICATION TO: 805-981-2107 - ANGEL@VCREALTORS.COM