

TEHACHAPI MLS

MLS System Agreement for Assistants

This agreement is for access to the MLS Computer System and it is made and entered into, by and between the Tehachapi Multiple Listing Service and Participant and/or agent who is employed by or affiliated with Participant referred to in the agreement as "Subscriber".

Participant's Assistant, an individual under direct supervision of the undersigned Participant or MLS Subscriber (if applicable), shall also be subject to this.

1. TERMS:

- a. All On-Line System Agreements with the **appropriate signatures** will be processed within 2 working days from receipt by Tehachapi MLS.
 - b. Participant and Tehachapi MLS shall each have the option to cancel this Agreement upon prior written notice to the other party.
 - c. In the event that Participant has not paid dues, fees and charges associated with Participation Fees, or any fees payable pursuant to this Agreement prior to delinquency, the Tehachapi MLS shall have the right to immediately terminate this Agreement in which event Participant's and his Salesperson's and Assistant's computer terminal shall be prohibited access to the information system.
 - d. In the case of a transfer by Subscriber and/or Assistant to another office, any transfer fee must be paid and a new On-Line Agreement must be signed by the new Participant.
2. **ASSIGNMENT:** Participant shall not assign, except as noted above in paragraph 2, its rights to access and use of the On-Line Computer Information System or any MLS copyrighted materials produced by said computer system without the prior written consent of Tehachapi MLS and Board of Directors.
3. **CONFIDENTIALITY:** Participant, Subscriber and/or Assistant agrees that all data and information relating to the Information System shall be for the sole use of Participant and shall not be provided to any other person or entity. The Participant shall not divulge, give out, assign or otherwise transfer their MLS User Login/ID & Password codes to any other parties, including but not limited to licensed or non-licensed individuals or other MLS Participants. All parties to this Agreement are subject to all MLS Rules and Regulations. Divulging the Login/ID and/or Password codes to any other party may also be a criminal offense under California Penal Code Sections 502 (c), and (3) and (7).
4. **LIABILITY:** Tehachapi MLS shall not be liable for any failure to perform under this agreement or for any default, loss, or damage suffered by Participant or Subscriber due to any occurrence, including, without limitation, fire, flood, material or labor shortages, breakdown or malfunction of the Information System or inaccuracy of data of information contained in the Information System.
5. **CHANGES IN BROKER; CANCELLATION:** Any change in Participant who is a party to this agreement, in such change shall constitute a cancellation to this agreement and Tehachapi MLS has the right to discontinue MLS privileges at its option. New On-Line Agreement will be needed for new Participant Broker.

Assistant Access

1. An Assistant shall be sponsored by either a MLS Participant (Broker) or Subscriber (Agent).
2. MLS access will be the one level higher than the employing Agent.
3. An Assistant shall complete any required orientation program of no more than eight (8) classroom hours within ninety (90) days or as needed after access has been provided.
4. An Assistant will read and agree to abide by the MLS Rules and Regulation Assistant Rules.
5. MLS recommends that Participant and Subscriber have a written agreement with Assistant.

MLS Assistant Rules

1. It is understood that the privilege of the use of the MLS is at the discretion of the Subscriber (Agent), the participation (Broker) and the MLS.
2. Assistants are expressly prohibited from making photocopies, computer printouts, electronic transfers or downloading of MLS data or compilations for anyone other than the Participant and Subscriber(s) under whom the Assistant is registered.
3. Assistants may have access to the information solely under the direction and supervision of the Agent or Broker. Assistants may not provide MLS compilation or information to persons other than the Agent or the Broker under whom the assistant is registered.
4. Any information obtained by the Assistant from the MLS shall be considered confidential and exclusively for the use of the Subscriber (Agent) or Participant (Broker).
5. All parties to this agreement are subject to all MLS Rules and Regulations either licensed or non-licensed. Divulging the Login/ID & Password codes to any other party may also be a criminal offense under California Penal Code Sections 502 (c), (3) and (7).
6. The use of any MLS information by an Assistant outside of these parameters constitutes a crime.

I HAVE READ AND UNDERSTOOD THE ASSISTANT RULES AND ACCESS REQUIREMENTS

ASSISTANT SIGNATURE

DATE

SUBSCRIBING AGENT SIGNATURE

DATE

PARTICIPATING BROKER SIGNATURE

DATE

ASSISTANT APPLICATION

Name of Assistant: _____
Last First Middle

Home Address: _____
Street City Zip

Contact #: _____ E-Mail Address: _____

Last Four Digits of Social Security #: XXX-XX - _____ Birth Date M/D/Y: _____

Do you have California Real Estate Licensed: No ___; Yes __, If Yes, CalBRE# _____

ASSISTANT *SIGNATURE* DATE

ASSISTANT TO

(If assistant works for other Participants and Subscribers attach a list of those individuals.)

Agent Info: _____
Last First Middle

Agent CalBRE#: _____ CalBRE Exp Date: _____

Broker Name: _____
Last First Middle

Broker CalBRE#: _____ CalBRE Exp Date: _____

Office Name: _____

Office Address: _____
Street City Zip

Office Phone: _____ Office Fax: _____

I acknowledge that I am responsible for the Assistant's confidentiality of the MLS information as outlined in the MLS Rules and Regulations, which are from time to time revised.

Subscribing Agent (please print) and *Signature* Date

Participating Broker (please print) and *Signature* Date