

## 2019 PROCEDURE FOR NEW REALTOR-ASSOCIATES® JOINING GTAR AND MLS Technology, Inc.

New REALTOR-ASSOCIATES® joining GTAR/MLS Technology must bring a completed Membership Application with cash, credit card (Visa, MasterCard, American Express, Discover) or check **payable to GTAR for the application fees and dues listed below.**

	Local	State	National	NAR Assmt	State Assmts	GTAR App	OAR App	Total Due
Jan	\$245.00	\$160.00	\$150.00	\$35.00	\$15.00	\$125.00	\$50.00	\$780.00
Feb	224.58	146.67	137.50	35.00	15.00	125.00	50.00	733.75
Mar	204.17	133.33	125.00	35.00	15.00	125.00	50.00	687.50
April	183.75	120.00	112.50	35.00	15.00	125.00	50.00	641.25
May	163.33	106.67	100.00	35.00	15.00	125.00	50.00	595.00
June	142.92	93.33	87.50	35.00	15.00	125.00	50.00	548.75
July	122.50	80.00	75.00	35.00	15.00	125.00	50.00	502.50
Aug	102.08	66.67	62.50	35.00	15.00	125.00	50.00	456.25
Sep	81.67	53.33	50.00	35.00	15.00	125.00	50.00	410.00
Oct	61.25	40.00	37.50	35.00	15.00	125.00	50.00	363.75
Nov	40.83	26.67	25.00	35.00	15.00	125.00	50.00	317.50
Dec	20.42	13.33	12.50	35.00	15.00	125.00	50.00	271.25

**New Members are processed Monday through Friday  
8:00 – 11:30 a.m. and 2:00 – 4:00 p.m.  
Call 918-663-7500 for an appointment**

**GTAR/MLS Technology Office  
11505 E 43<sup>rd</sup> St, Tulsa, OK 74146  
Office Hours: 8:00 a.m. – 5:30 p.m. Monday – Friday**

2019 User Fees are \$36/month; Key Fees are \$11.75/month – All fees are billed quarterly -- \$143.25. These fees are prorated monthly. There is also an optional \$30 one-time charge for the key card.

New members must complete the online New Member Orientation and Ethics courses as soon as possible.

### PROCEDURE FOR ASSOCIATES WHO ARE TRANSFERRING OFFICES

REALTOR-ASSOCIATES® transferring from one firm to another must complete a new membership application, signed by the new broker. A \$40 GTAR transfer fee will be charged to the associate.

GTAR must have a release from the previous Broker before the transfer can take place. The REALTOR-ASSOCIATE® may bring a copy to the Association with their new Membership Application.

Any outstanding MLS User and Key fees must be paid prior to transfer. If you have any questions, please don't hesitate to call the Association at 663-7500.

**GREATER TULSA ASSOCIATION of REALTORS®**  
**Application for REALTOR-ASSOCIATE® Membership**

To the Greater Tulsa Association of REALTORS®, I hereby apply for REALTOR-ASSOCIATE® Membership in the Greater Tulsa Association of REALTORS® and am enclosing my check in the amount of \$\_\_\_\_\_ for a one time application fee and \$\_\_\_\_\_ \* for my \_\_\_\_\_ Dues payable to the Greater Tulsa Association of REALTORS®. My application fee and yearly dues will be returned to me in the event of nonelection. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws and Rules and Regulations of the Greater Tulsa Association of REALTORS®, the Oklahoma Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the timeframe established in the Association's Bylaws as a continued condition of membership.

**Note:** Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR-ASSOCIATE®.

\*Amount shown is prorated according to month joining. I hereby submit the following information for your consideration.

Office Name \_\_\_\_\_

Office Address: \_\_\_\_\_

Associate Name \_\_\_\_\_

Real Estate License # \_\_\_\_\_ Licensed/certified Appraiser  Yes  No License # \_\_\_\_\_

Residence Address \_\_\_\_\_ City & ZIP \_\_\_\_\_

Contact Number \_\_\_\_\_ Email \_\_\_\_\_

Are you presently a member of any other Association of REALTORS®?  Yes  No

If yes, name of Association and type of membership held \_\_\_\_\_

Have you previously held membership in any other Association of REALTORS®? \_\_\_\_\_

If yes, name of Association and type of membership held? \_\_\_\_\_

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? \_\_\_\_\_

*(If yes, provide details as an attachment)*

The last date (year) of completion of NAR's Code of Ethics training requirement. \_\_\_\_\_

Are you a principal, partner, corporate officer or branch office manager?  If yes, you must also complete the second page of this application.

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that if accepted for membership in the Association, I shall pay the fees and dues as from time to time established.

**NOTE:** Payments to the Greater Tulsa Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below I consent that the REALTOR® Associations (Local, State, National) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Dated: \_\_\_\_\_ Signature \_\_\_\_\_

Specialty: Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Other \_\_\_\_\_

How long with current real estate firm? \_\_\_\_\_ Previous real estate firms \_\_\_\_\_

Number of years engaged in the real estate business? \_\_\_\_\_

I certify that the above individual is presently associated with my firm and recommend him/her for REALTOR-ASSOCIATE® membership in the Greater Tulsa Association of REALTORS®, Inc. I understand I will be personally responsible for the professional conduct of the aforementioned individual while he/she is associated with my firm, and that I will be liable for any dues not paid by said party.

# MLS TECHNOLOGY, INC.

## MULTIPLE LISTING SERVICE PARTICIPANT/USER AGREEMENT

This Multiple Listing Service Participant/User Agreement (“Agreement”) is made as the date written below between MLS Technology, Inc. and the undersigned Participant or User. In consideration of the mutual covenants and conditions contained herein, and intending to be legally bound, the parties agree as follows:

### **1. Definitions.**

“**MLS Tech**” means MLS Technology, Inc. and its officers, directors, employees, agents, representatives and shareholders.

“**MLS Tech Policies**” means MLS Tech’s Bylaws, Policies, Procedures, and Rules and Regulations, including all amendments thereto as may be made from time to time.

“**GTAR**” means the Greater Tulsa Association of REALTOR® , Inc., and its officers, directors, employees, agents, representatives and shareholders.

“**MLS**” means the Multiple Listing Service of MLS Tech as is defined in the MLS Tech Bylaws.

“**Participant**” means the REALTOR® member of GTAR or any other Board/Association of REALTORS®, or Nonmember, as such term is more specifically described in the MLS Tech Bylaws.

“**User**” means non-principal brokers, sales licensees, licensed and certified real estate appraisers and licensed trainee appraisers affiliated with a Participant, as such term is more specifically described in the MLS Tech’s Bylaws.

“**P/U**” means Participant and User, or Participant or User.

“**P/U Contribution**” means all information, content and material that a P/U submits, contributes or inputs into the MLS, including any text and photographic or video image data.

**2. Grant of License.** MLS Tech hereby grants to P/U, a personal, revocable, nonexclusive, nontransferable license to access and use the MLS, conditioned on the continued compliance with this Agreement, MLS Tech Policies, GTAR Bylaws, the Oklahoma Real Estate Commission License Code and Rules, National Association of REALTORS® Code of Ethics, all of which as may be amended from time to time.

Access and use of the MLS is to (i) facilitate the dissemination of information to other P/U regarding the unilateral offers of compensation to other P/U; (ii) assist P/U in the listing, selling, and leasing of real property; (iii) enable P/U to prepare appraisals and other valuations of real property; and (iv) allow P/U engaging in real estate appraisal to contribute to a common database.

Access and use of the MLS also allows for the orderly correlation and dissemination of listing information among P/U

so that they may better serve their clients and the public.

**3. Modification to MLS.** MLS Tech may, but is not required to, modify the MLS, including removing information and making additional information available, and adding and removing system functions. MLS Tech is not required to, and does not review, edit, or exercise editorial control over the MLS or P/U Contribution. However, MLS Tech may, but is not required to, take any steps necessary in its sole discretion, including deleting the P/U Contribution or portions thereof, to avoid or remedy any violation of the MLS Tech Policies, any violation of law, or any infringement of intellectual property rights or copyright violation.

**4. ID and Password.** Access and use of the MLS requires the P/U to use a unique login information (“ID”) and a password. The ID and password are assigned by MLS Tech. P/U may thereafter create a different password. The ID and password are to be used only by P/U to whom they are assigned. P/U are expressly prohibited from allowing or permitting the use of their ID and password at any time and for any reason by any other person, regardless of whether they are an agent, sales associate, employee, or vendor of the P/U.

P/U agree to immediately notify MLS Tech if they become aware of the loss or theft of their ID and password or any unauthorized use of their ID and password.

Actual or attempted unauthorized use of the MLS may result in criminal and/or civil prosecution by MLS Tech. Improper use by a P/U or the failure to comply with this Agreement and MLS Tech Policies may result in the immediate termination of this Agreement and disciplinary action as provided for in the MLS Tech Policies. MLS Tech has the right to view, monitor, and record activity on the MLS by any P/U, or any other party or person, at any time and without notice.

**5. Use Limitations.** P/U shall not, nor allow or permit any person or party to, modify, copy, download, distribute, transmit, reproduce, publish, license, transfer, sell, mirror, frame, or otherwise use any information, content or material from the MLS, except as expressly authorized by this Agreement or the MLS Tech Policies.

**6. No Guaranty.** MLS Tech does not guarantee the accuracy, quality or reliability of any information, content or material, contained on, distributed through, linked, downloaded, or otherwise accessed from MLS. Nothing contained in the MLS shall be construed or interpreted as the giving of legal or other

professional advice by MLS Tech.

**7. Confidentiality on the Internet.** Access to the MLS is through the Internet. Use of the Internet is at the sole risk of P/U, and is subject to applicable local, state, national, and international laws and regulations. While MLS Tech has taken reasonable measures for the MLS to be a secure and reliable site, the confidentiality of any communication or material transmitted to or from MLS is not guaranteed by MLS Tech.

**8. Links to Other Sites.** MLS Tech through the MLS may provide links, in its sole discretion, to other websites on the World Wide Web for the convenience of the P/U in locating related information and services. The websites have not been reviewed by MLS Tech and are maintained by third parties over which MLS Tech has no control. MLS Tech expressly disclaims any and all liability for any information, content, product, service or material described, offered, provided or advertised on such websites.

**9. Copyright.** All information, content and material on the MLS, including text, graphics, logos, button icons, images, and compilation (the collection, arrangement and assembly) of content is owned, copyrighted or licensed by MLS Tech and protected by all applicable laws. All software used on the MLS is owned or and licensed by MLS Tech, and its use is protected by all applicable laws.

P/U hereby represent and warrant to MLS Tech that (i) the P/U Contribution does not infringe on the copyright or other intellectual property rights of any third party; (ii) once the P/U Contribution has been added to the MLS by P/U, or on their behalf, that such information becomes proprietary information owed by MLS Tech and subject to protection under all applicable laws; and (iii) P/U has the written consent of any party necessary to provide the P/U Contribution to MLS and has the right to authorize the P/U Contribution be made a part of the MLS, be published anywhere the MLS is intended to be published, and be available for use by other P/Us.

The content and software on the MLS may only be used as permitted pursuant to this Agreement. Any other use, including the reproduction, modification, distribution, transmission, republication, or display of the information, content or material on the MLS is strictly prohibited.

**10. Events Beyond MLS Tech's Control.** MLS Tech will not be liable for any loss resulting from an action, event, occurrence or cause over which it does not have direct control, including but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or other natural disasters, strikes or other labor problems, wars, or governmental restrictions.

**11. Fees and Payment Terms.** P/U shall pay the fees as set forth on MLS Tech's schedule of fees. All fees paid are non-refundable. MLS Tech may amend its schedule of fees at any

time at its sole discretion. MLS Tech shall provide written notice to P/U at least thirty (30) days in advance of the effective date of any fee increase. If fees are not paid in accordance with the schedule of fees, MLS Tech shall have the right to suspend and terminate P/U's access to the MLS without notice.

**12. Term and Termination.**

(a) This Agreement shall continue on a month-to-month basis subject to the compliance by P/U with this Agreement, including the payment of fees.

(b) Either party may terminate this Agreement with or without cause upon thirty (30) written notice provided to the other party. MLS Tech may terminate this Agreement without notice if P/U fails to comply with this Agreement or the MLS Tech Policies.

(c) Upon termination or expiration of this Agreement (i) MLS Tech shall deactivate the ID and password of P/U, and P/U shall have not further access to MLS; (ii) P/U shall purge all copies of the copyrighted information, content or materials obtained from the MLS from P/U's computers; and (iii) all licenses granted hereunder to P/U shall immediately terminate.

**13. Warranty Disclaimers and Limitation of Liability.** P/U assumes the sole and entire risk of the use and reliance on the information, content and material on the MLS. MLS Tech provides all information, content and materials contained on the MLS on an "AS IS," "AS AVAILABLE" basis.

MLS Tech makes no warranty or representation, expressed or implied, that the MLS access will be uninterrupted or error-free or about the suitability, legality, or accuracy of the information, content and materials described or contained in the MLS. All information, content and materials in the MLS is provided without warranty of any kind, including all implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement, and all such warranties are hereby expressly disclaimed and excluded.

In no event shall MLS Tech be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the MLS or with the delay or inability to use the MLS, or for any information, content and materials obtained through the MLS, or otherwise arising out of the utilization of the MLS, whether based on contract, tort, strict liability, or otherwise, even if MLS Tech has been advised of the possibility of damages. In no event shall MLS Tech's liability to P/U for any reason whatsoever related to use of the MLS or arising out of this Agreement exceed the sum of One Hundred Dollars (\$100.00).

**14. Indemnity.** P/U agrees to indemnify and hold harmless MLS Tech and its respective affiliates, officers, directors, shareholders, legal representatives, employees, successors, assigns, and agents from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from P/U's use of the MLS, including the placing of any P/U Contribution on the MLS.

**15. Dispute Resolution.**

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. The parties hereby agree that any legal action concerning this Agreement, the relationship, rights or obligations of the parties, or in any way involving matters between the parties arising under or related to this Agreement shall be brought in a State or Federal court in the County of Tulsa, State of Oklahoma. Each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

(b) P/U acknowledge and agree that the MLS is confidential and proprietary information owed by MLS Tech and that in the event there is an unauthorized disclosure of such information by P/U no remedy at law will be adequate. P/U therefore agree that in the event of an unauthorized disclosure or use of the MLS, MLS Tech may obtain injunctive relief, without the necessity of a posting of a bond, in addition to all other available remedies at law.

(c) **Each party to this Agreement agrees that any action or proceeding, whether arising in contract, tort, or otherwise, to enforce or defend any rights under or relating to this Agreement, or any amendment, instrument, document or agreement delivered or which may in the future be**

**delivered in connection with this Agreement, or arising from any course of conduct, course of dealing, statements (whether verbal or written), actions of any of the parties to this Agreement or any other relationship existing in connection with this Agreement, shall be tried before a court and not before a jury.**

(d) In an action brought to enforce this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such action.

**16. Waiver.** Failure to insist on strict compliance with this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by MLS Tech of any right under this Agreement will be deemed to be either a waiver of any other such right or provision or a waiver of that same right or provision at any other time.

**17. Notice.** All notices required under this Agreement shall be in writing and shall be delivered in person, or sent by email, facsimile, or express overnight delivery to the address set forth below or any other address a party provides written notice of.

**18. Severability.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect.

**Participant/Users**

SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

**MLS Technology, Inc.**

Mike Cotrill, CEO  
11505 East 43<sup>rd</sup> Street  
Tulsa, Oklahoma 74147-0325  
Fax Number 918-663-8815  
Email: MemberServices@tulsarealtors.com

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

Date \_\_\_\_\_

Mike Cotrill, CEO

MLS TECHNOLOGY, INC.

SENTRILOCK SENTRICARD® AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE MLS Technology, Inc. (f/k/a Northeastern Oklahoma Real Estate Services, Inc. ("MLS")),

AND MLS PARTICIPANT ("Participant") \_\_\_\_\_  
(Name of MLS Participating Broker and Company)

AND MLS PARTICIPANT'S LICENSEE ("Agent") \_\_\_\_\_  
(Name of Agent)

1. **SENTRICARD® RECEIPT:** Participant and Agent acknowledge receipt of a SentiLock SentiCard® from the MLS.
2. **TITLE TO SENTRICARD®:** Participant and Agent acknowledge that the SentiCard® shall be the sole property of SentiLock and shall be returned as required by SentiLock or the MLS.
3. **CARD EXCHANGE BY SENTRILOCK OR MLS:** SentiLock may at its discretion require the MLS to replace the SentiCards® used by the MLS and its Participants and Agents with replacement SentiCards® compatible with the system. SentiLock shall make the exchange of SentiCards® at no cost to the MLS unless the exchange is necessary due to Participant's or Agent's negligence.
4. **CURRENT UPDATE:** Agent acknowledges that the SentiCard® has an update and that this code expires at regular intervals determined by the MLS, prohibiting further use of the SentiCard® until a new update is obtained from the MLS by placing the SentiCard® in an MLS Card Reader or by another authorized method.
5. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Participant or Agent terminates Membership with the MLS and returns the SentiCard® to the MLS.
6. **RETURN OF SENTRICARD®:** Participant and Agent agree to return the SentiCard® within the earlier of (1) 48 hours of receipt of a request to do so by the MLS or SentiLock or (2) within five working days after occurrence of any of the following events:
  - a. Termination of a Participant as a Participant in the MLS.
  - b. Termination of Agent's association with the said Participant for any reason.
  - c. Failure of the Participant/Agent to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
  - d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the SentiCard® to MLS.
7. **SECURITY OF SENTRICARDS®:** Participant and Agent acknowledge that it is necessary to maintain security of the SentiCard® to prevent its use by unauthorized persons. Consequently, and agree as follows:
  - a. To keep the SentiCard® in Agent's possession or in a safe place at all times.
  - b. To not allow his/her personal identification number (PIN) to be attached to the SentiCard® or disclose to any third party his/her personal identification number (PIN).
  - c. TO NOT LOAN THE SENTRICARD® TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRICARD® TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
  - d. To not duplicate the SentiCard® or allow any person to do so.
  - e. To not assign, transfer or pledge the rights of the SentiCard®.
  - f. To notify the MLS within three days of the loss of theft of a SentiCard®. The Participant/Agent shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of SentiCards® either lost or damaged.
  - g. To follow all additional security procedures as specified by the MLS.
8. **REPLACEMENT SENTRICARDS®:** Replacement SentiCards® will be issued to Agents who:
  - a. have complied with this Agreement and the policies and procedures of the MLS with respect to the SentiLock System.
  - b. pay a fee and/or deposit specified by the MLS to replace a SentiCard® lost, stolen, damaged or defective.
9. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the MLS's Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the SentiCard® and the Participant's or Agent's right to be issued a SentiCard®.

MLS TECHNOLOGY, INC.

**10. INDEMNIFICATION:** Participant and Agent agree to indemnify and hold the MLS and all of its officers, directors and employees harmless from any and all loss, cost, expense, damages, claims or demands whatsoever, including the loss or impairment of business, by or against the MLS resulting from loss, use, failure or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any property by use of the SentiLock System.

**11. REIMBURSEMENT:** Participant and Agent agree that, in the event that the MLS shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.

**12. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of State of Oklahoma, and venue for any action shall be in Tulsa County, State of Oklahoma.

**13. PARTIAL INVALIDITY:** If any provision of this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**14. DISCLOSURE TO CLIENTS:** The Listing Participant/Agent shall obtain specific written authorization from the seller/owner before placing a lockbox on the seller/owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller/owner.

**15. PARTICIPANT'S RESPONSIBILITIES:**

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the MLS.
- b. Participant warrants that Agent possesses a valid real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.
- d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Agent's SentiCard® or cause Agent to return SentiCard® to MLS. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Agent does not return the SentiCard®, Participant agrees to furnish the MLS with copies of written correspondence of all attempts made to obtain said SentiCard®.
- f. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock SentiCard® User Agreement may result in the loss of MLS SentiCard® privileges and, further, could cause the MLS to recall all SentiCards® issued to the Participant and all of the Participant's Agents.

**16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:**

This written contract expresses the entire agreement between Participants, Agents and the MLS with respect to SentiLock SentiCards®. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Agent.

DATED: \_\_\_\_\_

BY \_\_\_\_\_ of MLS Technology, Inc. (f/k/a Northeastern Oklahoma Real Estate Services, Inc. ("MLS"))

Agent \_\_\_\_\_

Participant (Broker) \_\_\_\_\_