



MetroList Services, Inc.
PARTICIPANT APPLICATION PROCEDURES
Yolo Administrative Center

Thank you for inquiring about participating in MetroList Services, Inc. (MLS). Outlined on this cover sheet are our Participant application procedures.

The following items **MUST BE RECEIVED** in order to process your application request:

- Application: Must be fully completed and signed.
- California Bureau of Real Estate License: You must be actively listed on the BRE website (www.bre.ca.gov) to be eligible for membership in either YCAR or MLS. Please note that the office information listed on the MetroList application must match your BRE record.
- Certificate of NonUse Form: Must be fully completed, accompanied by attached list “A” if more than one subscriber waiver is needed.
- Picture ID: A copy of your picture ID (driver’s license, passport, etc.).
- Lockbox Key Agreement: If requesting an ActiveKey or to cooperate an existing key issued by your primary MLS, a completed KeyBox System Use and Sublease Agreement is required. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
- Payment: Includes Application Start-Up and quarterly fees. Payment must be collected in order to complete the application process.

IMPORTANT NOTE: Access to MetroList Services requires that Applicants must either appear in person at any MetroList Administrative Center or submit a notarized application. ActiveKey’s may only be issued in person.

You may fax, hand-carry or mail your application package to the Administrative Center of your choice.

Please contact the Administrative Center to expedite your application request or to inquire about processing hours.

Yolo County Association of REALTORS®, 449 Elm Street, Woodland, CA 95695
530-666-4253 | fax: 530-666-7444 | info@yolorealtors.com

MetroList Services, Inc.
Participant/Subscriber Application

For MLS Use Only	
Member Num.	_____
Office Num.	_____
Assoc. Code	_____

Applicant Information	First Name _____ Middle Initial _____ Last Name _____ <small>(As shown on BRE license)</small>
	Nickname _____
	Home Street Address _____
	City _____ State <u>CA</u> Zip Code + Four _____ -

Company/ Office Information	Office Name _____
	Office Street Address _____
	City _____ State <u>CA</u> Zip Code + Four _____ -
	Office Mailing P.O. Box/Street Address _____ <small>(If different than above)</small>
	City _____ State <u>CA</u> Zip Code + Four _____ -
	Office Phone _____ - - Office Fax _____ - -

Applicant Contact Information	Preferred Mailing Address: <input type="radio"/> Home <input type="radio"/> Office Preferred Fax Number: <input type="radio"/> Office <input type="radio"/> Personal
	Office Phone _____ - - Personal Fax _____ - -
	Home Phone _____ - -
	I want the following telephone numbers to appear on my listings:
	Primary Phone _____ - - Secondary Phone _____ - - <small>(Only Secondary # appears on metrolistmls.com)</small>
	Email Address _____

Required For Identification Purposes	Date of Birth _____ / _____ / _____
	SSN _____ - - Driver's License Number _____
	Mother's Maiden Name _____ Place of Birth _____

License Information	BRE License Number _____ BRE License Expires _____ / _____ / _____
	BRE Corporate License Number _____ BRE License Expires _____ / _____ / _____
	BREA Appraiser License Number _____ BREA License Expires _____ / _____ / _____

License Information continued

I am a (select one) : Broker Licensed Appraiser
 Salesperson Appraiser in Training

And, I am (select one) : a Broker Participant
 an Appraiser Participant
 an employee or an independent contractor affiliated with a Broker/Appraiser Participant
 a sole proprietor
 a general partner
 a corporate officer
 a non-principal

If I select sole proprietor, general partner or corporate officer, then I understand that I must answer the following questions:

1. Are you subject to any pending bankruptcy proceedings? Yes No
2. Have you been adjudged bankrupt within the last 3 years? Yes No
3. Have any official sanctions by a court or other lawful authority been imposed upon you within the past 3 years:

Civil rights laws	<input type="radio"/> Yes	<input type="radio"/> No
Real estate licensing laws	<input type="radio"/> Yes	<input type="radio"/> No
Other laws prohibiting unprofessional conduct	<input type="radio"/> Yes	<input type="radio"/> No

I am also a member of the following MLS(s) : _____

I have belonged to the following MLS(s): _____

(select one) : I have not been disciplined by one of the above MLS(s)
 I have been disciplined by one of the above MLS(s), and I have attached copies of the discipline

(select one) : I have not been disciplined by the BRE or BREA
 I have been disciplined by the BRE or BREA, and I have attached copies of the discipline

MLS Rules

By signing this application, I understand and agree to abide by the MLS Rules, as from time-to-time amended, including but not limited to the following:

- a. I have completed the MLS Orientation Program by reading the MetroList MLS Orientation Program Manual. (4.1 and 4.2)
- b. I understand that I must maintain a valid, active license or certificate at all times. (4.1 and 4.2)
- c. I understand that my continued participation in the MLS is dependent on my timely payment of all fees as charged by MetroList. (4.1 and 4.2)

**MLS Rules
continued**

- d. If I am an applicant other than a principal, partner or corporate officer of the real estate firm/appraisal firm, then I must remain employed by or affiliated as an independent contractor with a Broker Participant (4.2.1) or employed by an Appraiser Participant. (4.2.2)
- e. I agree to register all Clerical Users (licensed or unlicensed) with the Service. I understand Clerical Users are authorized limited access to the MLS for clerical tasks only and may not perform any activity that requires a real estate license. I also agree that any violation by a Clerical User that have registered with the service can result in discipline to me and ultimate termination of my MLS services. (4.3, 12.12.1 and 14.1.d)
- f. If I am a Broker or an Appraiser Participant, then I must list all licensees and certificate holders and their license numbers that are working under my license and have attached said list. (4.4)
- g. I understand that my participation is not transferable. (4.5)
- h. I agree that I will input or submit to the Service any and all listings and that I will maintain said listings in accordance with the MLS Rules. (7.6)
- i. I understand and agree that I have no ownership or copyrights to the MLS data; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS data nor reproduce any portion of the active listings unless specifically authorized under the MLS Rules. (Sections 11 and 12)
- j. I understand that I will be assigned a unique user name ("Agent ID") by MetroList. I understand that if I permit another person to use my Agent ID for access to the MLS computer system without authorization from MetroList, I will be subject to a fine and/or other disciplinary action up to and including termination of MLS services. I understand that unauthorized access to and/or use of computers, computer systems or computer data, including misuse of my Agent ID, is a crime under California penal code section 502. (12.20)
- k. I understand that all access to the system furnished or permitted under these MLS Rules are furnished without warranty of any kind, either express or implied, and all such warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

I further understand that MetroList will not be responsible for the interruption of, interference with, lessening of or suspension of any of the services or access to the system or to information to be provided hereunder if caused by strikes, earthquakes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God or material shortages, failures, malfunctions or inadequacies of equipment not provided by MetroList, or any other cause not under the control of MetroList, or for material shortages, failures, malfunctions or inadequacies of equipment or software provided by MetroList or any other party during any transition or upgrade from one computer system to another computer system or any computer system upgrade.

I agree that in no event will MetroList be liable to Participants, Subscribers and/or Clerical Users or to any other person for any indirect, special, or consequential damages, including without limitation, any loss of profits or loss of revenues arising out of or in connection with the use or performance of the system operation or other services furnished by MetroList. (12.21)

- l. I will not lend nor make available my Key to any person, even if said person is a Participant or Subscriber or a registered Clerical User; and I fully understand my obligations as a Keyholder in the Keybox System. I understand that if I am an Appraiser Participant or Appraiser Subscriber applicant that I am not eligible to purchase a Keybox; place a Keybox on any property; or use a key to enter a property without the express permission of the owner or listing agent. (Section 13)
- m. I agree that all MLS Rules violations shall be processed in accordance with Section 15 of the MLS Rules. (15)

Authorization and Agreement

I authorize MetroList or its representative(s) to verify any information in this application including contacting any MLS, the BRE, current or past Brokers, Participants, salespersons, Subscribers or business associates. I further authorize any MLS in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to MetroList or its representative(s). I further authorize MetroList or its representative(s) to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by MetroList or its representative(s).

I hereby apply for participation as a Participant or Subscriber in the MetroList Services, Inc. ("MetroList") Multiple Listing Service ("MLS"). I have read and hereby agree to abide by the MetroList Services, Inc. MLS Rules. I understand that the MLS Rules cited in parentheses () throughout this application refer to sections of the MLS Rules applicable to the questions referenced herein.

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 my MLS service. In addition to that, my actions may cause damage to MetroList, which owns the MLS, and that MetroList may pursue their legal remedies against me to recover such damages.

I understand and agree that if I wish to change, modify, or terminate my MetroList MLS Service, I must do so in writing.

I understand that by checking this box, I have read and understood the following:

I understand that it is my responsibility to pay my MetroList fees by the given date.

If my MetroList payment is not received by the due date, my services are subject to suspension and may later result in termination.

I understand that it is my responsibility to notify MetroList if any information on this application changes.

I understand that once my services are terminated with MetroList I must go through the application process to reapply and that am subject to Application fees.

Required Signature(s)

I declare under penalty of perjury that the information given in this application is true and correct.

Executed at _____, CA

Subscriber Signature
(Agent/Appraiser/Broker Subscriber)

Print Subscriber Name

Date

Participant Signature
(Broker/Appraiser)

Print Participant Name

Date

Fees Collected

Initial Participation Fee _____

Note: Future Participation Fees will be billed by MetroList Services, Inc.

METROLIST SERVICES, INC.
One Time Credit Card Payment Authorization

Name on Card _____

Credit Card No _____

Exp. Date _____ Billing Zip Code _____ 3-or-4 digit
Security Code _____

Amount to Charge \$ _____

Authorized Signature _____

This document will be destroyed after processing

Dear Participant Applicant:

The attached Certification of Nonuse Form states that persons affiliated with your office that do NOT have a subscription to MetroList will not use the service in ANY way. MetroList MLS Rules 12.19 and 12.20 provide for fines up to \$1,000 and/or loss of service as a penalty for violation. Some fines may be automatic if a violation occurs.

If you have agents, clerical workers or technical personnel that need access to the MLS system of data in order to assist you, then you must register them. It is a violation of the MLS Rules, to which you agreed to abide, to allow nonparticipants/subscribers to access the system in ANY way. Furthermore, it is a felony in the state of California to access a computer system without proper authorization.

MetroList has provisions for access by unlicensed people such as secretaries and computer technicians. Administrative assistants and secretaries may have full system access at a reduced fee by subscribing as a clerical user. Technicians, whose occupation is the repair or development of technical products, must also sign a non-disclosure agreement with MetroList in order to have access.

Again, assistants, secretaries and real estate agents may NOT use the system in ANY way if they do not subscribe to MetroList. Title company representatives, software vendors and sales people are not considered technicians and must not be given access.

Please sign and return this Certification of Nonuse Form for each of your agents who do not subscribe to MetroList.



MetroList Services, Inc.
Certification of Nonuse Form

**Certification
and
Agreement**

I, as a MetroList MLS Participant, hereby submit this Certification of Nonuse Form to the MetroList Services, Inc., MLS for waiver of the monthly participation fee and the requirement to submit an application for the following Subscriber(s): _____

See attached list "A" dated _____ if more than one subscriber.

I am aware that the MLS Rule, 5.1.6 Certification of Nonuse, reads:

A real estate licensed or certified appraiser may be relieved from payment under Section 5.1.3 by having his/her Participant certify in writing to the MLS that as a licensed or certified person in the office he/she is engaged solely in activities that do not require a real estate license, appraiser's license or certification, or that he/she will not use the MLS or KeyBox system data in anyway. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, the Participant shall be subject to fees dating back to the date of the Certification Form. The Participant and Subscriber may also be subject to any other sanction imposed for violation of the MLS Rules up to and including loss of participation rights and access to the Service or KeyBox System.

This individual and/or individuals whose name(s) appear on List "A" for whom I am completing this Certification of Nonuse Form is a:

(choose one) Un-Licensed Licensed Certified

(choose one) Broker Agent Appraiser Employee

and this individual and/or individuals does not need an MLS Agent ID and Password and **does not use the MLS Service in anyway.**

I understand that the only exception to the above stated rule is if a licensed or certified person in the office is currently an existing Clerical User with the MLS and is abiding by the rules stated in the Clerical User Registration Form.

I agree that should this individual and/or individuals whose name(s) appear on List "A", be found in violation of the terms of this Certification of Nonuse Form, then I, as the MLS Participant, shall be subject to fees dating back to the date of this Certification of Nonuse Form. I further agree that I may also be subject to any other sanction imposed for violation of the MLS Rules up to and including loss of participation rights in and access to the MLS.

**Responsible
Participant
Signature**

Responsible Participant Signature

Print Responsible Participant Name

Date

/ /

METROLIST KEYBOX SYSTEM USE AND SUB-LEASE AGREEMENT

This System Use and Sub-Lease Agreement ("Lease") is entered into as of _____, 20____, by and between _____ (print name), California R.E. License # _____, a Participant or Subscriber ("Keyholder") in the multiple listing service ("MLS" of MetroList Services, Inc. ("Organization"), and Organization covering the following equipment:

ActiveKEY (Serial # _____)

Non-MetroList Key (Serial # _____) Keyholder agrees that MetroList may at its sole option elect to program an ActiveKEY or other key device in Keyholder's possession which has been provided to Keyholder by another multiple listing service that has entered into agreements with Supra as defined herein below which are similar to the agreement MetroList has entered into with Supra (a "Non-MetroList Key.") With the sole exception that Keyholder is using a Non-MetroList Key, all other terms and provisions of this Lease shall apply.

Keyholder and Organization agree as follows:

1. LEASE AGREEMENT

a. Organization leases to Keyholder, and Keyholder leases from Organization, the equipment described above (which may be new or refurbished), which includes the ActiveKEY together with its secret code ("PIN") (collectively, the "Equipment"). Keyholder may lease only one such ActiveKEY. In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 1(b) below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from Supra (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User Guide published online by Supra, which will be provided to Keyholder and is incorporated herein by reference. The User Guide may be amended from time to time by Supra. Keyholder will agree to any amended User Guide or may terminate this Agreement pursuant to Section 10 below.

b. This Lease shall commence on the date set forth above and have a term ("Term") until November 6, 2021, unless terminated earlier or extended pursuant to the provisions of this Lease.

c. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide as amended from time to time and the Rules of Organization and its MLS. By executing this Lease, Keyholder agrees to maintain the security of the Equipment and the PIN 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 the PIN 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.

d. Keyholder acknowledges that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement (the "Agreement") that provide the terms under which Supra will provide the Service to Organization. Keyholder understands that, if the Agreement is terminated for any reason during the Term of this Lease, the Service will no longer be available to Keyholder and this Lease will terminate in accordance with Section 10 below. Keyholder agrees that, under the terms of the Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Lease, which may result in an increase of the System Fee (as defined in Section 3(a) below) and/or the termination of this Lease. Except as the rights and obligations of Keyholder and Organization under this Lease 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 Lease. Keyholder understands that failure of Organization to perform its obligations under the Agreement may detrimentally affect Keyholder's use of the Service.

e. In the 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 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.

2. TITLE AND USE The Service, including all its components, and the Equipment, are and shall at all times remain the property of Supra. All additions, attachments, replacement parts and repairs to the Equipment, and any Replacements shall become part of the Equipment and shall, without further act, become the property of Supra, which are the sole property of Organization. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of Supra.

3. PAYMENTS

a. **DURING THE TERM OF THIS LEASE, KEYHOLDER HEREBY AGREES TO PAY A MONTHLY FEE TO ORGANIZATION, THE AMOUNT OF WHICH WILL BE DETERMINED ON AN ANNUAL BASIS BY ORGANIZATION, AND WHICH SHALL BE INVOICED IN ADVANCE NOT LESS THAN ONCE IN EACH THREE (3) MONTH PERIOD FOR A PERIOD OF THREE (3) MONTH'S FEES NOR MORE THAN ONCE EACH MONTH FOR ONE (1) MONTH'S FEES SHOULD**

KEYHOLDER ELECT TO USE ORGANIZATION'S AUTOMATIC CREDIT CARD PAYMENT SERVICE FOR MLS FEES AND KEYBOX SYSTEM FEES. THE MONTHLY KEYBOX SYSTEM FEE FOR THE SERVICE, INCLUDING ALL LEASED EQUIPMENT WHETHER PROVIDED BY SUPRA OR ORGANIZATION AND THE ADMINISTRATIVE FEE FOR CALENDAR YEAR 2014 IS \$12.50 PER MONTH AND EFFECTIVE JANUARY 1, 2015, IS \$15.50 PER MONTH, PLUS APPLICABLE TAX (THE "SYSTEM FEE.") KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LEASE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 10.

b. Organization has three billing groups. One group is invoiced each month for three (3) months' fees in advance (a "Billing Group"). Payment is due as of the first day of the first month in the Billing Group. Failure to pay fees by the first day of the second month in the Billing Group shall constitute default under this Lease and will result in deactivation of Keyholder's ActiveKEY. Keyholder may re-activate his/her ActiveKEY within the second month of the Billing Group upon payment to Organization of a \$10.00 Re-activation Fee. Such fee shall be in addition to any MLS Reinstatement Fee. Failure to pay fees by the first day of the third month in the Billing Group shall constitute default and will result in termination of this Lease as well as MLS services.

c. Keyholder acknowledges and agrees that Keyholder shall be required to pay Organization a Key Lease Startup Fee of \$20.00.

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.

4. RISK OF LOSS; RETURN OF ACTIVEKEY

a. No loss, damages or destruction to the ActiveKEY shall relieve Keyholder of any obligation under this Lease, except to the extent any such loss, damages or destruction is directly caused by the gross negligence of Organization. The cost for replacing an ActiveKEY that is lost, damaged or destroyed is the Replacement Cost ("REPLACEMENT COST.") Replacements may be refurbished Equipment. REPLACEMENT COST is set forth below.

b. At the expiration of the Term or upon Termination as provided for in Section 10, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization, or its designee, to such location as Organization or its designee shall specify, the ActiveKEY with all Software and any components included within the Service that have been leased to Keyholder pursuant to this Lease. The ActiveKEY and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

c. IN THE EVENT KEYHOLDER FAILS TO RETURN THE ACTIVEKEY LEASED TO KEYHOLDER AT THE EXPIRATION OF THE TERM OR UPON TERMINATION AS PROVIDED FOR IN SECTION 10, KEYHOLDER AGREES TO PAY ORGANIZATION, AS LIQUIDATED DAMAGES ("LIQUIDATED DAMAGES") FOR SUCH FAILURE TO RETURN THE ACTIVEKEY THE AMOUNT SET FORTH BELOW. KEYHOLDER ACKNOWLEDGES THAT IT IS EXTREMELY IMPRACTICAL AND DIFFICULT TO ASSESS ORGANIZATION'S ACTUAL DAMAGES IN THE EVENT THE ACTIVEKEY IS NOT RETURNED, AND KEYHOLDER THEREFORE AGREES THAT THESE LIQUIDATED DAMAGES ARE A FAIR AND REASONABLE CALCULATION OF ORGANIZATION'S ACTUAL DAMAGES IN THE EVENT THE LEASED ACTIVEKEY IS NOT RETURNED.

REPLACEMENT COST

\$249.00

LIQUIDATED DAMAGES

\$249.00

5. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder allegedly or otherwise misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's 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, advantages, 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 or System within five (5) days after Keyholder receives written notice of such action.

e. That the access number locations may not correspond to local telephone company billing designations and therefore need to be carefully selected. Keyholder agrees that it shall be responsible for checking the access number with its local telephone company to make sure that the actual number selected is a local call for their calling plan. The obligations set forth in this Section 5 shall survive termination of this Lease.

6. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Lease:

- i. Keyholder's failure to pay, for any reason, any amount required under this Lease when 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 Lease if such case or proceeding is dismissed within sixty (60) days after it was commenced; or
 - iii. The failure by Keyholder to perform any obligation or act required under this Lease; or
 - iv. The breach by Keyholder of any provision of this Lease.
 - v. The breach by Keyholder of any provision of any other agreement between Keyholder and Organization relating to the use of the System by Keyholder.
- b. An Event of Default by Organization under this Lease will occur upon the termination for any reason of the Master Agreement between Organization and Supra.

7. 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 Lease or at law or in equity, exercise one or more of the following remedies:

- i. Terminate this Lease and at Organization's option demand the return of any or all Equipment to Organization or its designee;
- 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 Lease, including any applicable LIQUIDATED DAMAGES for the failure to return the ActiveKEY; and/or
- v. Take any and all actions necessary to collect all amounts currently due and owing under this Lease, 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 Lease.

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

c. If Organization deactivates the Service because of a default by Keyholder under this Lease, but does not otherwise terminate this Lease, 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 Lease and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Lease. 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 Lease, all reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Lease. 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 Lease 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.

8 ARBITRATION; LITIGATION

Any controversy or claim arising out of or relating to this Lease shall be resolved by binding arbitration in accordance with the rules of the California Code of Civil Procedure, Section 1080 et. seq. The arbitration shall be conducted in Sacramento, California. The substantially prevailing party in any arbitration under this Lease shall be entitled to recover from the other as part of the arbitration award reasonable costs and fees including reasonable attorneys' fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event legal action to enforce the arbitration award is necessary the substantially prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fee in such action and in any appeals therefrom or reviews thereof.

9. 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 Keyholder at his/her preferred mailing address as shown in the records of Organization, to Organization at POB 340340, Sacramento, CA, 95834, or to such other address as a party shall specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or 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.

10. TERMINATION

a. Keyholder may terminate this Lease at any time as follows: (i) provide written notice of termination to Organization or its designee, (ii) by returning the Equipment to Organization and paying Organization any amounts owing prior to such termination, including (iii) any applicable damages for the failure to return the Equipment as set forth in Section 4, subsection c, hereof, and (ib) 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 Lease are released and discharged by Organization.

b. Organization may terminate this Lease upon termination of the Agreement for any reason, including without limitation, a default by Organization under the Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 10(a).

c. In the event of death, Keyholder's heirs or personal representatives shall surrender his/her ActiveKEY to Organization or its designee within thirty (30) days after notice to Organization of the death of Keyholder.

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.

e. Upon termination of this Lease under Section 6 or any of the foregoing provisions, any other agreement to which Keyholder is a party relating to the use of the Service shall also be terminated at the election of Organization, and Keyholder shall in any such case return any Equipment not owned by Keyholder to Organization within five (5) business days after the effective date of the termination.

11. **WARRANTY** The Equipment is warranted by Supra against defects in workmanship and/or materials, to be fit for its intended purpose and to conform in all material respects to its written specifications for the term of the Lease. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Lease. 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.

12. **GENERAL PROVISIONS**

a. This Lease and the other documents referenced herein and/or executed and delivered by the parties in connection with this Lease constitute the entire agreement between Organization and Keyholder relating to the lease 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 Lease.

c. This Lease shall be effective and binding when fully executed by both parties. This Lease 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. This Lease shall be amended or modified only by a written agreement signed by the parties.

e. 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.

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

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

h. This Lease shall be governed by the laws of the State of California.

i. Organization may at any time assign or transfer its interest in this Lease, in whole or in part, including, without limitation, Organization's right to administer the Service and to exercise any remedy here under, without notice to Keyholder.

j. This Lease shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder.

k. Time is of the essence with respect to all terms of this Lease.

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

KEYHOLDER:

ORGANIZATION:

By: _____
Subscriber's Signature Date

By: _____
(METROLIST REPRESENTATIVE)

Print Name: _____

Address: 1164 W. National Drive, Suite 60

Sacramento, CA 95834

Home Street Address: _____

Attn: Member Services

Facsimile No: (916) 922-1835

Email: memberservices@metrolist.net

Company Name: _____

Street: _____

City, State, Zip: _____

e-mail Address: _____

Phone Number: _____



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