



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 Department of Real Estate License: You must be actively listed on the DRE website (www.dre.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 DRE record.
- ☐ Certificate of NonUse Form: Must be fully completed, accompanied by an attached list if more than one subscriber waiver is needed.
- ☐ Picture ID: A copy of your valid picture ID (driver's license, passport, etc.).
- ☐ Lockbox Key Agreement: If requesting key service a completed MetroList eKEY Sub-License Agreement is required. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
- ☐ Payment: Includes Application startup 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.

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 # _____
Office # _____
Assoc. _____

**Applicant
Information**

☐ Mr ☐ Ms First Name _____ M.I. _____ Last Name _____
(As Shown on DRE License)
Generation _____ Nickname _____
(Example: Sr., Jr., etc.)
Mailing Address _____
(Home or P.O. Box)
City _____ State _____ Zip Code _____

**Company/
Office
Information**

Office Name _____
Office Street Address _____
City _____ State _____ Zip Code _____
Office Mailing Address (P.O.Box or Street) _____
(If different than above)
City _____ State _____ Zip Code _____
Office Phone () _____ Office Fax () _____
(Example: (916) 777-7777) (Example: (916) 777-7777)

**Applicant
Contact
Information**

Preferred Invoicing Method: ☐ Mailed Invoice ☐ Emailed Invoice
Preferred Mailing Address: ☐ Home ☐ Office Preferred Fax: ☐ Office ☐ Personal
Cell Phone () _____ Personal Fax () _____
Home Phone () _____ Other Phone () _____
I want the following telephone numbers to appear on my listings:
Primary Phone ☐ Office ☐ Cell ☐ Home ☐ Other
Secondary Phone ☐ Office ☐ Cell ☐ Home ☐ Other
Email Address _____
Website Address _____

**Required For
Identification
Purposes**

Date of Birth _____
(Example: 01-01-1990)
SSN _____ Driver's License Number _____
(Example: 777-77-7777) ** Last 4 digits required
Mother's Maiden Name _____ Place of Birth _____

**License
Information**

Types of DRE/OREA License: ☐ Agent ☐ Broker ☐ Corporate ☐ Officer ☐ Appraiser
License Number _____ License Expires _____
Additional DRE/OREA License: ☐ Agent ☐ Broker ☐ Corporate ☐ Officer ☐ Appraiser
License Number _____ 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:

1. Are you subject to any pending bankruptcy proceedings? ☐ Yes ☐ No
2. Have you been a bankruptcy debtor within the last 3 years? ☐ Yes ☐ No
3. Have any sanctions been imposed upon you by a court or other lawful authority within the past 3 years arising from the violation of:
Civil rights laws ☐ Yes ☐ No
Real estate licensing laws ☐ Yes ☐ No
Other laws prohibiting unprofessional conduct ☐ Yes ☐ 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 DRE or BREB
☐ I have been disciplined by the DRE or BREB, 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 adopted and amended by MetroList Services, Inc. ("MetroList"). I specifically acknowledge my obligation to comply with the MLS Rules, including the portions referred to or summarized below, with the numbers cited in parentheses throughout this section referring to particular sections of the MLS Rules. All references below to the "MLS" mean MetroList's MLS.

- 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, in order to have continued access to the MLS, I must maintain a valid, active real estate 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 has registered with the MetroList MLS can result in discipline to me and potential termination of my MLS participation. (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 to this application. (4.4)
- g. I understand that my participation in the MLS is not transferable. (4.5)
- h. I agree that I will input or submit to the MLS any and all property listings I obtain 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 of or copyrights to the content or data contained in the MLS; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS content or data nor reproduce any portion of the active listings in the MLS 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, may be a crime under California law, including Penal Code section 502. (12.20)
- k. I understand that all access to the MLS system furnished or permitted under these MLS Rules is 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 disclaimed by MetroList.
- 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 MLS 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 or its officers, directors, employees, representatives and agents, 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 MLS system operation or other services furnished by MetroList. (12.21)
- l. I will not lend nor make available the electronic key ("Key") that has been issued or authorized to me by MetroList for use with MetroList's electronic lockbox system (the "Keybox System") to any person, even if said person is a Participant or Subscriber or a registered Clerical User of the MLS; and I fully understand my obligations as the holder of a Key in the Keybox System. I understand that, if I am an Appraiser Participant or Appraiser Subscriber applicant, I am not eligible to purchase an electronic lock for use in the Keybox System ("Keybox"), to place a Keybox on any property, or to use a Key to enter a property without the express permission of the owner or listing agent. (13)

Required Signature(s)	m. I agree that all MLS Rules violations shall be processed in accordance with the MLS Rules, including Section 15 of the MLS Rules. (15) n. I acknowledge and agree that the Keybox System is not intended to be a security system and that my entry into any property by use of a Key will be entirely at my own risk, and I agree to accept full responsibility for any injuries or damages that might occur in connection with any such entry. I specifically waive and release MetroList and its officers, directors, employees, representatives and agents from any claims or liability arising from or relating to the use of my Key and/or the Keybox System. o. I acknowledge and agree that I must have the legal authority to enter, submit, attach, or upload any photographs, drawings, or other images or virtual media to the MLS system. I agree to defend, indemnify, and hold MetroList and its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors and assigns, against and from all actions, liabilities, losses, claims, demands, judgments, awards, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from any photograph, drawing, image, graphic, or other content that I enter, submit, attach, or upload into the MLS system, including but not limited to any claims arising from the transfer, transmission, publication, or display of any such content to any other website or computer system, whether maintained or operated by MetroList or any other party. (11.4, 11.5)
Authorization and Agreement	I authorize MetroList and/or its representative(s) to verify any information in this application including contacting any multiple listing service, the DRE, current or past Brokers, Participants, salespersons, Subscribers and business associates. I further authorize any multiple listing services 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 and release any claims and causes of action against MetroList and its officers, directors, employees, representatives and agents, including, but not limited to, claims relating 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 MLS. I have read and hereby agree to abide by the MLS Rules, as they may be amended from time to time. 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 I acknowledge that my actions may cause damages to MetroList, and agree that MetroList may pursue any and all of its available legal remedies against me to recover such damages.
By checking this box, I am acknowledging that I have read and understood the following:	I understand and agree that if I wish to change, modify, or terminate my participation in the MetroList MLS, I must do so in writing. I understand that it is my responsibility to pay my MetroList MLS fees when due. If payment of my MLS fees is not received by MetroList by the due date, my access to the MetroList MLS is 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 becomes incorrect or changes. I understand that once my MLS rights are terminated, I must reapply through the MLS application process to become a Participant or Subscriber in the MLS and that I will be required to pay additional application fees.



Required
Signature(s)

I declare under penalty of perjury under the laws of the State of California that the information given in this application is correct.

Executed at _____ , CA

Subscriber Signature
Agent/Appraiser/BrokerAffiliate

Print Subscriber Name

Date

Participant Signature
Responsible Broker/Appraiser/Authorized Signer

Print Participant Name

Date

(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. Failure to comply with the Certificate of Nonuse could result in fines as called for in the MetroList MLS Rules up to and including loss of access to the Service.

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.
Certificate of Nonuse Form

For MLS Use Only

Member # _____

Office # _____

**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 individual(s):

NAME(S): _____

☐ See attached list of individuals with firm dated _____

MLS Rule, 5.1.6 Certification of Nonuse. 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 the attached list(s) for whom I am completing this Certification of Nonuse Form is/are a:

(Select all that Apply) ☐ Un-Licensed ☐ Licensed ☐ Certified

(Select all that Apply) ☐ Broker ☐ Agent ☐ Appriaser ☐ Employee

and this individual and/or individuals does not need an MLS Agent ID and Password and does not use the MLS Service, MLS data or Keybox System 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 the attached list, be found in violation of the terms of the MLS rule 5.1.6 Certification of Nonuse, 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



Sign Up for

Automatic Credit Card Billing

Pay your MLS fees automatically using the MetroList Automatic Credit Card Service – Best of all there is no additional charge for this service.

With our Automatic Credit Card Service your MLS fees will always be paid on time. MetroList will charge your credit card **automatically** for your MLS fees for the current month on approximately the 5th of each month.

The amount charged to your credit card will include your MLS Participant/Subscriber Fee, the System Use and Key Lease Fee, and any other currently outstanding MLS Fees (i.e. fines, purchases, template fees, voicemail fees). The amount charged might vary from person to person depending upon the services each person receives and the Sales Tax jurisdiction each person is located in. However, your charge will remain the same month to month unless you change the services that you receive.

Sign Up Today By Completing The Form Below!

Once you sign up for the Automatic Credit Card Service, MetroList will stop billing you quarterly in advance for your MLS fees. MetroList accepts VISA, MASTERCARD, AMERICAN EXPRESS, and DISCOVER cards.

Name _____

Address _____

City/State/Zip _____

Credit Card Number _____

Credit Card 3 or 4 Digit Code _____

*(Please provide the 3-digit code located on the back of your card - **For AMEX**, provide the 4-digit code on the front of your card)*

Expiration Date _____

Signature _____

**Please FAX the completed form to Nancy at (916) 922-1835
or email accounts@metrolist.net**

MetroList Services, Inc.
PO Box 340340
Sacramento, CA 95834