

**HEARTLAND MULTIPLE LISTING SERVICE, INC.
REALTOR® PARTICIPANT AGREEMENT**

I wish to apply for membership in the Heartland Multiple Listing Service, Inc.

I understand that;

- Participation is granted to REALTOR® members of any Board/Association of REALTORS®;
- Heartland MLS owns the copyrighted compilation and grants a license to Participants to use
- Listings in accordance with the MLS rules and regulations, subject to payment of fees;
- Heartland MLS may use and license, or otherwise grant rights in or to the MLS Database to any third party for any lawful purpose reasonably deemed appropriate by MLS;
- Heartland MLS provides for the ownership of the listing content by the broker or subscriber/agent with permission of participant/broker;
- Applicants must be a principal, partner, corporate officer or branch manager acting on behalf of a real estate firm OR a licensed or certified appraiser;
- Participation is not subject to transfer or assignment to another individual at a future time;
- The initial fee is not refundable or transferable.

I affirm that;

- I hold a valid Kansas and/or Missouri real estate Brokers license; I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, offer and/or accept offers of cooperation and compensation made by other Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS.

OR

- I am licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

I agree that;

- Participation is subject to the Heartland MLS Bylaws and Rules and Regulations, as may be amended from time to time;
- I will pay all fees incidental to my Participation;
- I will waive all claims against Heartland MLS, and/or its officers, directors, staff, Participants and Subscribers for any acts in connection with the business of the MLS, or discipline taken for noncompliance with the Heartland MLS Rules and Regulations.

I understand that;

- It is necessary for all Subscribers in my office, including myself, to complete a four (4) hour Heartland MLS Mandatory Basic Computer Class within 60 days of joining or access privileges will be suspended until the class has been completed;
- A Subscriber Access Form must be submitted prior to the use of the Heartland MLS computer system.

Should I wish to terminate Participation;

- I will notify Heartland MLS, in writing, prior to the last day of service;
- I will return all Heartland MLS property, if any, in good working condition, to the MLS;
- I will relinquish all rights and privileges of Participation;
- I will pay all fees for services received -- initial fee is NOT a deposit, and will not be applied to final fees.

Please Check the Appropriate Category:

I am a Member of the following Board/Association(s):

- REALTOR® Principal
 Licensed/Certified Appraiser

- KCRAR
 Other: _____
(List Board Name, City & State)

Please Check the Appropriate Office Status:

- New Main Office New Branch Office
 New Subdivision Office New Broker/Existing Office

I have read and understand the terms of this agreement. This application is subject to review by the Heartland MLS Board of Directors. The initial fee of \$500.00 (or \$100.00 for a Branch Office), accompanies this application.

Name of Firm: _____

Address of Firm: _____ **City:** _____ **State:** _____ **Zip:** _____

Applicant Name: _____ **Title:** _____ **Office Phone:** _____

Office Fax: _____ **Website:** _____

Signature: _____ **Date:** _____

Please Make All Checks Payable to: Heartland Multiple Listing Service Inc.
One Hallbrook Place, 11150 Overbrook Rd., Ste. 100, Leawood, KS 66211
Phone: 913-661-1600 Fax: 913-498-0712 (2010)

Heartland MLS Billing Authorization Form

Dear Heartland MLS Customer:

Heartland MLS now offers you two (2) options for your Heartland MLS monthly billing:

- 1. Direct Agent Billing.** You are responsible for the office fee and your own user fee. We will send a separate billing statement for each agent to your office. You are responsible for seeing that they get their statement. They are then responsible for paying Heartland MLS directly. They have the option of paying by check or authorizing an automatic credit card/debit card payment or automatic bank account withdrawal of their fees on the 18th of each month. If an agent does not pay their bill by the due date, their personal access to the MLS system is denied, but the rest of the office is not affected. **Under the direct agent billing, Heartland MLS staff will be responsible for collecting all fees from the agent; not you!**
- 2. Office Billing.** You are responsible for all fees charged to your office and agents. One statement comes to you and you are responsible for collecting all fees from your agents and returning them to Heartland MLS by the 28th of the month. If your payment is not received by that date, access to the MLS system will be denied to your whole office on the 1st of the following month. You also have the option of paying by check or authorizing an automatic credit/debit card payment or automatic bank account withdrawal on the 18th of each month.

Please mark the billing option you choose and return this form to Heartland MLS. If you have any questions, please contact the KCRAR/Heartland MLS Accounting Department at 913-661-1600 ext. 424.

Please choose one of the following options and return to Heartland MLS:

Option 1. Please direct bill my agents.

Option 2. Please bill my office. I will be responsible for the collection of the monthly MLS fees.

Broker/Participant Signature: _____

Date: _____

Office Name: _____ Office Code: _____

Office Address: _____

**HEARTLAND MULTIPLE LISTING SERVICE
KANSAS COUNTY TAX INFORMATION AGREEMENT**

The Wyandotte County Clerk's office requires that all Participants in the Heartland MLS agree to the following in order to access the Wyandotte County tax database:

1. The Participant and any real estate licensees or certified or licensed appraisers affiliated with the Participant shall not:
 - (A) **use any list of names or addresses contained in or derived from the Wyandotte County real estate tax database for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or**
 - (B) **sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the Wyandotte County real estate tax database for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.**

2. I am aware of K.S.A. 21-3914, as amended, of the Kansas Criminal Code which proves that **"no person shall knowingly sell, give or receive, for the purpose of selling or offering for sale any property or service to persons listed therein, any list of names and addresses contained in or derived from public records...any violation of this statute can subject the violator to prosecution, imprisonment and/or fine."**

3. I agree to be responsible for all persons in my office who use the Wyandotte County real estate tax database. I understand that my access to all of the available county tax databases is being granted in order to provide data and information which is essential to my work, and I acknowledge that if I or any agents/users in my office violate this agreement with respect to the Wyandotte County tax database, then my office's access to **ALL** counties' tax information shall be revoked until further notice.

Signature

Printed Name

Title

Company name

Date

**HEARTLAND MULTIPLE LISTING SERVICE
JOHNSON COUNTY TAX INFORMATION AGREEMENT**

The Johnson County Clerk's office requires that the Broker/Manager, Designated REALTOR[®] or Certified or Licensed Appraiser agree to the following in order to access the Johnson County Tax Database:

1. I do not intend to and shall not:
 - (A) **use any list of names or addresses contained in or derived from the data or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or**
 - (B) **sell, give or otherwise make available to any person any list of names or addresses contained in or derived from the data or information for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.**
2. I am aware of K.S.A. 21-3914, as amended, of the Kansas Criminal Code which provides that **"no person shall knowingly sell, give or revive, for the purpose of selling or offering for sale any property or service to persons listed therein, any list of names and addresses contained in or derived from public records...and that violation of this statute can subject the violator to prosecution, imprisonment and/or fine."**
3. I agree to be responsible for all users in my office in the use of this information. I understand that my access to the Johnson County Tax Database is being granted in order to provide data and information which is essential to my work, and I acknowledge that if I or agents/users in my office violate this agreement, access to **ALL** counties' tax information shall be denied indefinitely.

Signature

Printed Name

Title

Company Name

Date



Application for REALTOR® Membership in Kansas City Regional Association of REALTORS® (KCRAR)



11150 Overbrook Road, Suite 100, Leawood, KS 66211

Phone: 913-661-1600 Fax: 913-498-0712/0713 Email: Membership@KCRAR.com

I hereby apply for REALTOR® membership with the Kansas City Regional Association of REALTORS (KCRAR) and understand fees paid with my application will be returned to me in the event I am not accepted for membership. In the event my application is approved, I agree as a condition of membership to participate in the National Association of REALTORS® (NAR) Code of Ethics training within 60 days of joining KCRAR and as required by NAR. I also agree to complete the required KCRAR New Member Orientation within 60 days of joining. I agree to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the Association and the constitution, bylaws, and rules and regulations of KCRAR, the state Association and the National Association, and I further agree to complete satisfactorily a reasonable and nondiscriminatory written examination covering such Code, constitution, bylaws, rules and regulations, and duty to arbitrate. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, constitution, bylaws, rules and regulations, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize KCRAR, through its membership committee or otherwise, to invite and receive information and comment about me from any member or other person, and I agree that any information and comment furnished to KCRAR by any member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

NOTE: Applicant acknowledges that the Association will maintain a membership file of information which may be shared with other Associations where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of Code of Ethics violations and violations of other membership duties within the past three (3) years; pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties; incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to the Association or its MLS. 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®.

Name as it appears on your license:

First Name: _____ M.I.: _____ Last Name: _____

Nickname used in HMLS: Yes No Nickname: _____

Home Address: _____

City: _____ State: _____ Zip code: _____

Primary E-mail: _____

Company E-mail: _____

Primary Contact Phone: Mobile Office

Mobile Phone: (____) - ____ - _____ Personal Fax: (____) - ____ - _____

Date of Birth: ____/____/____ Gender: Female Male

Office Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Preferred Mailing Address: Home Office Preferred Fax Number: Personal Office

Real Estate License Number: MO: _____ - KS: _____

Type of member: REALTOR® Designated REALTOR®/ Responsible Broker Other: _____

Area of specialty, please choose one: Appraisal Commercial Property Management Residential



Application for REALTOR® Membership in
Kansas City Regional Association of REALTORS®
(KCRAR)



Do you hold, or have you held a Real Estate's license in another State? [] Yes [] No

If yes, when and where: _____

Are you or have you been a member of another REALTOR® Association? [] Yes [] No

If yes, you must include a Letter of Good Standing from your current or previous REALTOR® Association.

If yes:

Please select one of the following:

- [] I am transferring my primary membership to KCRAR.
[] I am adding KCRAR as my secondary membership.

Has your Real Estate license in this or any other State been suspended or revoked? [] Yes [] No

Have you ever been found in violation of the Code of Ethics, or is there an unstratified discipline pending, a pending arbitration request or unpaid arbitration award/financial obligation to any other Association or Association MLS? [] Yes [] No

If yes, state basics for each such violation and detail the circumstances related thereto: _____

Broker/Owners only. Are there now or have there been within the past three years any complaints against you or the firm with which you have been associated before any State Real Estate regulatory agency or any other agency of government?

[] Yes [] No

If yes, specify the substance of each complaint in each State, the Agency before which the complaint was made and the current status or resolution of such Complaint: _____

Have you filed for Bankruptcy in the past three years or do you have bankruptcy pending? [] Yes [] No

I understand that the state my office is located in determines my primary state REALTOR® membership: [] Yes [] No

*You may add a secondary membership to either State by paying both state application fees and dues.

- [] State membership will be with the Kansas Association of REALTOR®
[] State membership will be with the Missouri Association of REALTOR®

**You can find your amount owed by viewing the "Dues and Fees" charts on www.KCRAR.com/join

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, may be grounds for revocation. I agree that, if accepted for membership in the Association, I will pay the fees and dues as from time to time established. I understand once accepted into KCRAR, membership application fee and dues are non-refundable.

Signature: _____ Date: _____

- [] The following is enclosed/attached in the amount of \$_____
[] Check # _____ [] Cash [] Money Order

- [] I agree to have the following credit or debit account charged for a one-time payment of \$_____ for REALTOR® Membership application fees and pro-rated dues, and includes applicable Heartland MLS Fees.

Debit/Credit Card: _____ Expiration Date: ____/____

CID #: _____ Signature: _____



Application for Heartland MLS – Subscriber Access Form New or Rejoining Members

Part 2 of KCRAR Application

Complete this section for access to Heartland MLS. If this section is **not** completed, a Heartland MLS Subscriber Access Waiver form signed by your broker must accompany application for REALTOR® membership.

It is the obligation of the MLS Participant (Designated REALTOR®/Responsible Appraiser) to have this form completed in full and submitted for each individual who will become a Subscriber of the Heartland MLS.

Subscriber Name: _____ Effective Date: _____
(Agent or Appraiser) PLEASE PRINT

Personal contact number that will appear in Heartland MLS and on Listings & Reports:

- Mobile: (____)-____-_____
- Office: (____)-____-_____

Website: _____

The following is to be completed by Participant (Broker/Responsible Appraiser) **ONLY**:

- Subscriber Access Type:**
- Corporate Broker (CB)**
 - Broker/Manager (BK)**
 - Agent (AG)**- Agent Listing Add and Modify in HMLS
 - Agent (AN)**- No Listing Add or Modify in HMLS
 - Office Manager (OM)**- Able to Modify ALL Office Listings
 - Appraiser (AN)**

PARTICIPANT (Broker/Responsible Appraiser): I do hereby request access to Heartland Multiple Listing Service, Inc., for the individual shown above and I accept all responsibility for their actions as it relates to the use of the Heartland MLS system.

PARTICIPANT Signature: _____ **Date:** _____
(Broker/Responsible Appraiser)

Office Name: _____ **Office Code:** _____

*****SUBSCRIBER ACKNOWLEDGEMENT AND SIGNATURE ON NEXT PAGE*****



Application for Heartland MLS – Subscriber Access Form

New or Rejoining Members

Part 2 of KCRAR Application

I wish to apply for subscription in Heartland Multiple Listings Service, Inc.

I understand and acknowledge that;

- Subscription is granted to Realtor® members of any Board/Association of REALTORS® and who are also affiliated with a Participant in the MLS;
- Heartland MLS owns the copyrighted compilation and grants a license to Subscribers to use listings in accordance with the MLS rules and regulation, subject to payment of fees;
- Heartland MLS may license, or otherwise grant rights in or to the MLS Database to any third party for any lawful purpose reasonably deemed appropriate by MLS.
- Heartland MLS provides for the ownership of the listing content by the Participant/broker;
- Subscribers must be licensed and must remain affiliated with a Participant member of the MLS;
- Subscription is not subject to transfer or assignment to another individual at a future time.

I agree that;

- Subscription is subject to the Heartland MLS Bylaws and Rules and Regulations, as may be amended from time to time;
- I will pay all fees incidental to my Subscription;
- I will waive all claims against Heartland MLS, and/or its officers, directors, staff, Participants and Subscribers for any acts in connection with the business of the MLS, or discipline taken for noncompliance with the Heartland MLS Rules and Regulations.

I understand that;

- It is necessary to complete a four (4) hour Heartland MLS Mandatory Basic Computer Class within 60 days of joining or access privileges will be suspended until the class has been completed;
- A Subscriber Access Form must be submitted prior to the use of the Heartland MLS computer system;
- Heartland MLS grants a license to IDX vendors to support subscribers’ display of IDX listings on subscribers’ websites.

Should I wish to terminate Subscription;

- Participant will notify Heartland MLS, in writing, prior to the last day of service;
- I will relinquish all rights and privileges of Subscription;
- I will pay all fees for services rendered and understand that all Heartland MLS fees are nonrefundable.

Subscriber Signature _____ Date: _____
 (Agent or Appraiser)

Important Notes:

If you wish to enroll in **autopay** for Heartland MLS quarterly fees, you may do so through the KCRAR.com portal after you receive your login & password.

You will receive welcome email to the primary email address provided on this application within an hour of your application being processed.

The amount paid on this application includes the mandatory HMLS Tech. Fee and current quarterly fees for MLS access.