

Participant Membership Application

Type of Membership: Participant *
 MLS-Only Participant **

Please Print Clearly

• Name: _____

• Real Estate License #: _____

• Company: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Extension: _____

Company Fax: _____

• Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Home fax/pager: _____

Cell phone: _____

• Preferred Phone: Office Home Other: _____

• Preferred mailing address: Office Home Other: _____

• Preferred faxes sent to: Office Home Other: _____

• Email Address: _____

Please sign here giving the Wyoming MLS permission to send important communication

regarding the MLS to you email address: Signature: _____

• Web Address: _____

- Primary Member of what Association of REALTORS®? _____
Association Address: _____
Association Phone: _____
(Wyoming MLS will contact Association to verify applicant is a valid Board member. Application will THEN be processed.)
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1. I have received and reviewed the Bylaws and Rules & Regulations of the Service and agree to abide by the terms and conditions thereof and to fulfill all my obligations thereunder. I agree that in the event of a conflict between the provisions of this Application and the Bylaws or Rules & Regulations of the Service, it shall be the provisions of the Bylaws and Rules & Regulations, as may be amended from time to time, that shall take precedence over the provisions of this agreement. I understand Membership is personal and cannot be sold, leased, transferred, bequeathed or assigned.
2. I have received and read the Subscriber Membership Application and I will require all of my Agents to execute a Subscriber Membership Application prior to conferring any benefits of my Membership in the Service to him or her. I agree I am primarily responsible for and guarantee the performance by each of my Agents of each and every obligation under the Subscriber Membership Application. I will not share with or allow the use by any person who has not executed a Subscriber Membership Application, any of the benefits of my Membership in the Service, including, but not limited to, access to the Service's computer systems, data and lockbox system.
3. I acknowledge that by participating in the Wyoming MLS, I am obligated to arbitrate disputes submitted by other MLS Participants and Subscribers and agree to abide by the decision.
4. I will not discuss publicly and disciplinary proceedings, grievances or controversies that may develop between the Service and its Participants.
5. I agree to comply with the Service's billing policy which may subsequently be amended by the Board of Directors.
6. **Term.** The term of this Agreement shall commence as soon as member has executed and returned this Application to the Service, paid all fees that are due and Wyoming MLS has accepted this Application. This agreement shall continue in full force and effect until such time as member is no longer eligible to receive the Services or until such times as membership or access has been terminated in accordance with the Wyoming MLS Bylaws. Member understands that, upon termination of this agreement, his/her MLS username and password will no longer be valid and he/she will not be able to access or use the Service.
7. **Limitation of Liability.** The Wyoming MLS shall have no liability for inaccuracies in data input into the system. Participant understands and affirms that the Wyoming MLS has no control over the operation of the system or member's ability to gain access to the internet. Accordingly, Participant hereby waives any and all claims which he/she has or may acquire against the Wyoming MLS with respect to any failure in the System, the operation of the System itself, Participant's ability to gain access to the internet for any reason, or activities relating to or the providing of products or Services pursuant to this Agreement. The Wyoming MLS makes no warranties, express or implied, including but not limited of the implied warranties of merchantability or fitness for a particular purpose. All

information contained with the system are made to the Participant on an “as is, as available” basis and the Wyoming MLS does not guarantee the accuracy or completeness of any such data.

- 8. Indemnity.** Participant agrees to indemnify, defend and hold harmless the Wyoming MLS and its respective officers, directors, agents and employees from any and all claims, demands, liabilities and costs, including attorney fees, arising from the failure of Participant to comply with any of Participant’s obligations or responsibilities set forth in this Agreement. Participant expressly waives releases and agrees to hold harmless the Wyoming MLS from and against actual damages, consequential damages and lost business and any other claim arising from Participant’s use of the System. These indemnity and release agreements shall survive the termination of this Agreement.

I acknowledge that I have read and fully understand all of the terms and conditions set forth in this Participant Membership Application and I agree to abide by the terms and conditions of this agreement:

Participant Signature

Date

*** Participant:** Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless membership status, entitled to Wyoming Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license in the State of Wyoming and is capable of accepting and offering compensation to and from other Participants or is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

Use of information developed by or published by the Wyoming Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by the Wyoming Multiple Listing Service where access to such information is prohibited by law.

The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the “Participant” shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant’s firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the Service by all persons affiliated with the Participant who utilize the service. (Amended 4/98)

**** MLS-Only Participant:** Any REALTOR® (principal) or any firm comprised of REALTOR® (principals) who are member(s) of a Board other than the Casper Board of REALTORS. MLS Participatory rights shall be granted according to the following: “As cited in Part One: Key Definitions, Section 2. Definition of MLS Participant of the current NAR Handbook on Multiple Listing Policy: Under the “Board of Choice” policy, MLS participatory rights shall be available to any REALTOR® (principal) or any firm comprised of REALTOR® (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other Participants; and payment of any MLS dues, fees, and charges. Participatory rights granted under Board of Choice do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director.

The universal access to service component of Board of Choice is to be interpreted as requiring that MLS Participatory rights be available to REALTOR® principals, or to firms comprised of REALTOR® principals, irrespective of where primary or secondary membership is held. This does not preclude an MLS for assessing REALTORS® not holding primary or secondary membership locally fees, dues, or charges that exceed those or alternatively, that are less than those charged Participants holding such memberships locally or additional fees to offset actual expenses incurred in providing MLS services such as courier charges, long distance phone charges, etc., or for charging any Participant specific fees for optional additional services.