NORTHWEST WYOMING BOARD OF REALTORS®

MLS-Only Participation

Application & Agreement · REALTOR® membership held elsewhere

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WHAT MLS-ONLY PARTICIPATION IS

Under NAR's "Board of Choice" policy, a REALTOR® principal of any Board or Association of REALTOR®S may participate in the NWBOR MLS by agreeing to abide by the MLS Rules, to arbitrate disputes with other Participants, and to pay MLS fees. MLS-Only participation provides access to the Paragon MLS and its bundled services. **It does not include SentriLock lockbox access**, and it does not make you a member of the Northwest Wyoming Board of REALTORS®: you will not receive NWBOR member benefits, and you may not vote or hold office in NWBOR or on the NWBOR MLS Committee. NWBOR operates a **closed MLS**: every Participant and Subscriber must hold REALTOR® membership in good standing with their primary Board or Association. (MLS Rules §3 and Policy Statement 7.9; Policies & Procedures, Art. V §5.)

This form is both your application and your MLS Participation Agreement. MLS-Only applicants do not sign a separate MLS Participation Agreement. Read Exhibit A (MLS Site Acceptable Use Policy) before signing; you will also accept it when you first log in to Paragon.

SECTION I · APPLICANT INFORMATION

APPLYING AS (SELECT ONE)

- ◯ Participant – Responsible Broker
- ◯ Participant – Principal Appraiser
- ◯ Subscriber – agent / licensee
- ◯ Subscriber – appraiser

The Participant is the firm's Responsible Broker (Designated REALTOR®), or the Principal Appraiser (head appraiser, typically the owner) of an appraisal firm. Agents and appraisers who work under the Participant are Subscribers. The firm must be a registered NWBOR MLS Participant before Subscribers can join; if it is not, the Participant applies and pays the $695 brokerage participation fee first.

FULL LEGAL NAME EXACTLY AS SHOWN ON YOUR WYOMING LICENSE

NICKNAME (OPTIONAL)

A nickname is displayed only in quotation marks with your licensed name, for example: Margaret "Peggy" Whitfield.

LICENSE TYPE (SELECT ONE)

- ◯ Responsible Broker
- ◯ Associate Broker
- ◯ Salesperson
- ◯ Licensed / Certified Appraiser

FIRM NAME (AS LICENSED)

FIRM WEBSITE

FIRM ADDRESS (STREET, CITY, STATE, ZIP)

OFFICE PHONE

CELL PHONE

E-MAIL (OFFICIAL MLS NOTICES ARE SENT HERE)

MAILING ADDRESS FOR NOTICES, IF DIFFERENT

POSITION WITH FIRM (SELECT ONE)

- ◯ Principal / owner
- ◯ Partner
- ◯ Corporate officer
- ◯ Branch office manager
- ◯ Associate broker / salesperson
- ◯ Appraiser

PRIMARY BOARD / ASSOCIATION OF REALTORS®

PRIMARY MLS

STATE & NATIONAL DUES PAID THROUGH (CURRENT YEAR)

YOUR PARTICIPANT'S NAME (SUBSCRIBERS)

HAVE YOU PREVIOUSLY HELD MEMBERSHIP OR MLS ACCESS WITH NWBOR?

- ◯ Yes
- ◯ No

IF YES, APPROXIMATE YEAR AND COMPANY

ARE YOU ACTIVELY ENGAGED IN THE REAL ESTATE BUSINESS, COOPERATING WITH OTHER BROKERS ON LISTED PROPERTY? (MLS RULES §3)

◯ Yes ◯ No

AREA OF REAL ESTATE PRACTICE (RESIDENTIAL, LAND, COMMERCIAL, APPRAISAL, ETC.)

SECTION II · ELIGIBILITY REQUIREMENTS – INITIAL EACH

1. REALTOR® membership in good standing. NWBOR is a closed MLS. I am a REALTOR® member in good standing with another Board or Association of REALTOR®S (a REALTOR® principal, if applying as a Participant), and I will provide a current Letter of Good Standing from my primary Board. INITIALS

2. Wyoming license or certification. I hold a current, valid Wyoming real estate license (a broker's license if I am applying as a Participant), or I am licensed or certified to appraise real property by the Wyoming Certified Real Estate Appraiser Board. INITIALS

3. Affiliated licensees. Each licensee and appraiser affiliated with the Participant must subscribe to the NWBOR MLS or be covered by an approved MLS Fee Waiver (NAR MLS Policy Statement 7.43). INITIALS

SECTION III · APPLICATION TERMS – INITIAL EACH

4. Cooperation. I agree to cooperate with all Participants of the NWBOR MLS in connection with properties listed in the NWBOR MLS, and to uphold professional standards with all licensees and associates in my office. INITIALS

5. Information about me. I consent that the MLS, through its MLS Committee or otherwise, may invite and receive information and comment about me from any Member or other persons, and I agree that any information and comments furnished in response shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character. INITIALS

6. Verification and access. The Chief Executive Officer (or authorized designee) will verify my information and confirm the appropriate class of participation. An administrative processing period of up to 72 hours may be used. Provisional MLS access may be granted after the $50 application fee and, if applicable, the $695 brokerage participation fee are paid in GrowthZone. INITIALS

7. Training within 30 days. I will complete the **MLS Rules & Regulations** and **Cybersecurity Awareness** modules in GZ Learn within thirty (30) days of the date NWBOR receives my completed application, and I will e-mail Admin@nwbor.com when both are complete. Failure to do so may result in suspension of MLS access and suspension or termination of my provisional status, in which case I must reapply (Policies & Procedures, Onboarding Policy §§VI.B, VIII). INITIALS

8. Communications. I authorize NWBOR to contact me by e-mail, voice mail, telephone, text, and other forms of communication. INITIALS

SECTION IV · MLS PARTICIPATION AGREEMENT – INITIAL EACH

As a condition of MLS access, I agree to each of the following.

9. Rules and governing documents. I will abide by the NWBOR MLS Rules & Regulations (including Appendices I–V), Article XVIII (MLS) of the NWBOR Bylaws, the Policies & Procedures as they apply to MLS participation, and the MLS Site Acceptable Use Policy, as each is amended from time to time. Amendments bind me when adopted. I understand my access to and use of MLS information is contingent on compliance with these rules (MLS Rules §7.3). INITIALS

10. Code of Ethics, mediation, and arbitration. I agree to abide by the Code of Ethics of the National Association of REALTORS®, and to mediate and arbitrate disputes with other Participants arising out of real estate transactions, as specified by Article 17 of the Code of Ethics and the Code of Ethics and Arbitration Manual, as from time to time amended. I understand that a violation of the Code of Ethics may result in suspension or termination of my MLS rights and privileges.

INITIALS

11. Discipline. Violations may result in discipline under MLS Rules §7 and Appendix II, including letters of warning or reprimand, required training, fines, suspension, or termination of MLS rights, and recovery of actual, documented costs caused by a proven violation, subject to the due process in §9 and Appendix I. The Participant is responsible for the Subscribers affiliated with the Participant, and my failure to comply may also subject my Participant to discipline (§7.3).

INITIALS

12. Confidential, authorized use only. MLS information is confidential (§10) and for the exclusive use of me and my firm. I will use it only for activities authorized by my license or certification (§3) and only as permitted by §§11–13. I will not copy, scrape, resell, or give it to anyone not entitled to it, and I will not use my NWBOR MLS access to input listings generated by other agents.

INITIALS

13. Credentials and security. My log-in credentials for Paragon and every integrated system (including Forewarn, ShowingTime, and CRS Data) are mine alone and will never be shared with anyone, including my broker, team members, assistants, or vendors (Credential Sharing Policy, §6; minimum $500 fine under Appendix III). I will use multi-factor authentication where available and report any compromised credentials or unauthorized access to NWBOR immediately (Appendix II §V).

INITIALS

14. Documentation and investigations. When the MLS requests documentation to verify compliance (for example, listing agreements, seller authorizations, buyer agreements, or closing statements), it will be provided within two (2) business days (§7.5). I will cooperate fully in any investigation of misuse or breach of MLS data.

INITIALS

15. Fees and notices. MLS fees are set by the NWBOR Fee Schedule, billed to the Participant (Responsible Broker or Principal Appraiser) through QuickBooks either monthly or annually, as the Participant chooses, and are non-refundable. Annual billing must be paid in full by January 31, with no proration or payment plans. Nonpayment is handled under §7.2 (suspension after 30 days past due with ten days' notice; termination at 90 days). Notices are sent to the e-mail on file, and I will keep my contact information current.

INITIALS

16. Acceptable Use Policy (Exhibit A). I have received and read the NWBOR MLS Site Acceptable Use Policy attached as Exhibit A, and I agree to its terms. I will also accept it when I first log in to Paragon. Its disclaimer of warranty, limitation of liability, indemnification, injunctive relief, audit, and dispute resolution terms are incorporated into and made part of this agreement.

INITIALS

SECTION V · MLS-ONLY FEES

Paid through GrowthZone — invoiced after your application is processed. Do not send payment with this form; checks are not accepted.

FEE	AMOUNT	WHEN / HOW PAID
Application Fee	$50	One-time, per applicant (Participant and each Subscriber)
Initial MLS Brokerage Participation Fee	$695	One-time, when a Participant establishes an MLS-Only office

Billed to the Participant through QuickBooks

FEE	AMOUNT	WHEN / HOW PAID
MLS Participation Fee	$60 per month	Per MLS user (Participant and each Subscriber); billed monthly or annually, as the Participant chooses

Fees are set by the NWBOR Fee Schedule and may change. Annual billing must be paid in full by January 31, with no proration or payment plans. Any month in which a user has access is billed in full.

SECTION VI · REQUIRED DOCUMENTS

ATTACH AND CHECK EACH ITEM

- ☐ This application & agreement, completed, initialed, and signed
- ☐ Letter of Good Standing from your primary Board / Association of REALTORS® (every applicant)
- ☐ Copy of your Wyoming real estate license or appraiser license / certification
- ☐ Copy of a valid driver's license, state-issued ID, or passport
- ☐ MLS Fee Waiver form (Participants, if any affiliated licensee qualifies)

SECTION VII · PARTICIPANT AUTHORIZATION

To be signed by the MLS Participant (the firm's Responsible Broker or Principal Appraiser) for every Subscriber, and by the Participant applying for his or her own access. As Participant for the firm named above, I authorize MLS access for this applicant and acknowledge that:

- I remain ultimately responsible and accountable for every Subscriber affiliated with me and may be disciplined for a Subscriber's violations (§7.3). I will receive copies of administrative sanctions against my Subscribers and must attend the hearing of any Subscriber who receives more than three (3) in a calendar year (§7, Note 2).
- I am financially responsible for all MLS fees of affiliated licensees, regardless of any reimbursement arrangement within my firm (Policies & Procedures, Art. X §3).
- I will supervise affiliated licensees, staff, assistants, and vendors for compliance with MLS security requirements (Appendix II §V), and I will notify NWBOR promptly, using the Broker Termination form, when this Subscriber's affiliation with my firm ends.

MLS FEE BILLING (PARTICIPANT SELECTS ONE)

◯ Bill monthly ◯ Bill annually (paid in full by January 31)

PARTICIPANT (PRINTED NAME)

PARTICIPANT SIGNATURE (RESPONSIBLE BROKER OR PRINCIPAL APPRAISER) DATE

SECTION VIII · APPLICANT CERTIFICATION & SIGNATURE

I certify that the information in this application is true and correct, that I have read and initialed this application and agreement and agree to its terms, and that I have access to the MLS Rules & Regulations, the Code of Ethics, and the MLS Site Acceptable Use Policy attached as Exhibit A.

APPLICANT SIGNATURE DATE

NWBOR – CHIEF EXECUTIVE OFFICER OR AUTHORIZED DESIGNEE DATE

HOW TO SUBMIT

E-mail the completed, signed form and all required documents to **Admin@nwbor.com**. Your $50 application fee and, if applicable, the $695 brokerage participation fee will be invoiced in GrowthZone after your application is processed. Forms are posted at nwbor.com/applications. Keep a copy for your records.

FOR BOARD OFFICE USE ONLY *Processing is administrative (CEO). BOD notified for information only.*

WY LICENSE / CERT. NO.	LICENSE EXPIRATION	LICENSE VERIFIED	NRDS ID	LOGS VERIFIED

ID VERIFIED	$50 APP FEE PAID (GZ)	$695 BRKG FEE PAID (GZ)	QB: MONTHLY / ANNUAL	PARAGON USER ID

PROVISIONAL DATE	TRAINING DUE (30 DAYS)	TRAINING COMPLETE	ACTIVE DATE	STAFF INITIALS

Exhibit A – NWBOR MLS Site Acceptable Use Policy (Approved 6/2024)

1. Introduction

By accessing the Northwest Wyoming Board of REALTORS® MLS hereafter referred to as the NWBOR MLS Service, you agree to comply with these terms, the NWBOR MLS Service Agreement, NWBOR Bylaws, Policies and Procedures, MLS Rules and Regulations as well as NAR's Code of Ethics.

2. Using the NWBOR MLS Service

You are responsible for your activities using the NWBOR MLS Service and Authorized Feeds, which are for legitimate business purposes only. You have non-exclusive, non-transferable rights to access and use the NWBOR MLS Service and Listing Content.

3. Account Information

You are responsible for maintaining the security of your login credentials. Notify NWBOR immediately if you become aware of any unauthorized use. Your Logon Name and Password are unique and confidential. You acknowledge that your login credentials are exclusively assigned to you and must remain confidential. You agree not to share or disclose your login credentials to any other person, including brokers, agents, vendors, staff members, or any other individuals. You understand that breaching this confidentiality obligation will result in the termination of your MLS access privileges by NWBOR.

4. Uploading Listing Content

All Images and Documents must comply with the MLS Rules and Regulations. You must obtain all necessary consents to grant NWBOR MLS a perpetual, worldwide license to use, distribute, and reproduce the Listing Content. Agents and brokerages may add watermarks and metadata to the Listing Content, but these watermarks should feature the brokerage/office rather than the agent.

5. Acceptable Use

NWBOR MLS services must only be used for lawful purposes. You may not:

- Transmit, retransmit, or store material in violation of any laws, including obscenity, indecency, defamation, or infringement of trademarks or copyrights.
- Engage in activities that cause denial of service, distribute viruses, forge email/message headers, spam, or mailbomb.
- Participate in hacking, spoofing, network sabotage, pyramid schemes, or other unlawful acts.
- Post irrelevant messages to the bulletin board, blanket post messages to multiple newsgroups, or post harassing and/or threatening messages.
- Attempt to access any computer resource not belonging to you or attempt to penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

6. Broker of Record

You must be a Subscriber before your Licensees and Non-Licensed Personnel can apply. You are responsible for Listing Content submitted by your Brokerage and affiliated Subscribers.

7. Licensees and Non-Licensed Personnel

Licensees can use the service for listing, renting, and selling properties. Non-Licensed Personnel can assist with administrative tasks under the Broker of Record's supervision. All members shall have their own unique set of credentials. Under NO circumstances can anyone share login credentials, including administrative assistants, personal assistants, and staff. EVERYONE needs a login! Furthermore, you are not allowed to share your login credentials with outside vendors, developers, or technical helpers.

8. Appraisers

Appraisers may use the service exclusively for real estate valuation and statistical analysis of the market. This includes accessing and analyzing property listings, sales data, and market trends to support accurate property appraisals and comprehensive market evaluations. Appraisers are permitted to utilize the service to generate reports, conduct comparative market analyses, and assess property values in accordance with industry standards and NWBOR MLS guidelines.

9. Authorized Feeds

Any vendor that wishes to obtain an Authorized Feed, such as RETS, IDX, VOW, API, or other back office, statistical, or premium product feeds, must complete and submit the appropriate paperwork to NWBOR. This process includes filling out application forms, providing necessary documentation, and agreeing to comply with NWBOR MLS's data usage policies and guidelines. Approval is required before access to these feeds is granted, ensuring that all data is used in accordance with NWBOR MLS rules and regulations.

10. Fees

As stated in our Policies and Procedures, you must timely pay all fees for using the NWBOR MLS Service and Authorized Feeds. Fees are non-refundable. Non-payment may result in suspension or termination.

11. Electronic Communications

You consent to receiving electronic communications regarding this Agreement.

GENERAL TERMS

12. Term and Termination

NWBOR may reprimand, fine, suspend, or terminate access in accordance with the Bylaws, Policies and Procedures, and MLS Rules and Regulations for breach of this Agreement or to protect its interests. Brokers of Record and Licensees may terminate their subscriptions with proper notice. However, if you are in the system even one day during the month, the brokerage will be billed for that month.

13. Ownership

NWBOR retains all rights to the NWBOR MLS Service, Database, and Content. Your rights to use Listing Content are limited to those granted in this Agreement and within the MLS Rules and Regulations as set forth by NAR.

14. Protecting the NWBOR MLS Service

You may not reverse engineer, copy, or misuse the NWBOR MLS Service. NWBOR may investigate and take action against misuse. NWBOR disclaims responsibility for third-party materials. You may be responsible to NWBOR for any fees that are incurred for the investigation and legal defense due to your misuse of the MLS.

15. Subscriber Warranties

You warrant that you have the authority to enter this Agreement and will use the service lawfully. If this is FSBO or Comp only, additional paperwork may be necessary. See the Seller Opt-In form located within Paragon.

16. Disclaimer of Warranty

The service is provided “as is.” NWBOR disclaims all warranties, including those of accuracy, reliability, and non-infringement.

17. Limitations of Liability

NWBOR MLS is not liable for indirect, special, or consequential damages. Liability is limited to fees paid in the previous year.

18. Indemnification

You will indemnify NWBOR and the MLS against claims arising from your use of the service and Listing Content.

19. Injunctive Relief

NWBOR can seek injunctive relief for breaches that cause irreparable harm.

20. Audits of Compliance

NWBOR may audit your compliance with this Agreement.

21. Dispute Resolution

Disputes will be resolved through arbitration in Wyoming. NWBOR may seek injunctive relief in court.

22. Entire Agreement and Miscellaneous

This Agreement supersedes all prior agreements. NWBOR may assign this Agreement and make changes to its terms. The Agreement is governed by Wyoming law.

23. Adherence to Code of Ethics and NWBOR MLS Rules and Regulations

All members are required to adhere to the Code of Ethics, NWBOR MLS Rules and Regulations, Bylaws, and Policies and Procedures. By agreeing to this document, you also agree to these terms and conditions. Non-compliance with these terms may result in disciplinary action, which may include a letter of reprimand, fines, suspension, or termination of services.

DEFINED TERMS

Account Information: User IDs, passwords, and accounts issued by NWBOR and Sentrilock.

Authorized Feed: Data feed for IDX, VOW, API, etc., obtained through NWBOR MLS.

Broker of Record: Principal broker with management oversight.

Licensee: Licensed real estate salesperson affiliated with a Broker of Record.

Listing Content: Content submitted by Subscribers, including images and documents.

Subscriber(s): Non-licensed Personnel, Licensees, Appraisers, and Brokers of Record.

Exhibit A is reproduced as approved. The applicant’s acknowledgment of this policy is made in Section IV, item 16.