



METROPOLITAN INDIANAPOLIS BOARD OF REALTORS®

Dear Prospective Subscriber:

It is a pleasure to learn of your interest in becoming a Non-Member Subscriber Office of the Metropolitan Indianapolis Board of REALTORS®.

Non-Member Subscriber offices shall be REALTOR® Member offices who subscribe to the BLC® listing service. The Principle Broker of the firm must complete the following forms:

Non-Member Subscriber DR Application for Participation in the BLC® listing service of MIBOR
Declaration of Primary Membership Verification (must be completed by your primary board)
MIBOR Service Corporation BLC® listing service Technology and Sentrilock Smart Card Usage Agreement

Fees are as follows:

Office Application fee (Broker Only): \$500 (one-time fee)

BLC® listing service fee: Annual \$440
Semi-Annual \$230 (prorated at the time of application)

All members of the firm must also complete the following forms:

Non-Member -REALTOR® Application for Participation in the BLC® listing service of MIBOR
Declaration of Primary Membership Verification (must be completed by your primary board)
MIBOR Service Corporation BLC® listing service Technology and Sentrilock Smart Card Usage Agreement

Members of the firm who choose not to participate in the BLC® listing service must contact the membership department.

Note: It is your firm's responsibility to notify the Board in writing of any changes, deletions or additions to your assigned members.

Please complete the application and forms and submit them, along with the application fee, to MIBOR. If you have any questions, please contact the Member Services Department at 317/956-5000, ext.402 or email your questions to membership@mibor.com.



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Non-Member Subscriber - DR
Designated REALTOR® Application for Participation in the
BLC® listing service of MIBOR

*ALL FIELDS ARE REQUIRED EXCEPT WHERE INDICATED

Name of Designated REALTOR®: _____

Indiana Broker License Number: _____

Indiana Certified Appraiser License: _____

Primary Board of REALTORS®: _____

Name of Firm: _____

Office Address: _____

Office Telephone: _____

Office FAX: _____

Direct Contact #: _____

E-Mail: _____

Web Address (optional): _____

I certify that the information in this application is true and accurate. I understand that incomplete or inaccurate information or any misstatement of fact will be grounds for termination of the service. I agree to abide by the official Rules and Regulations, to adhere to the established procedure and to pay the costs of the service(s).

Signature

Date

For Board Use

Effective date of service: _____ BLC® listing service fee: _____



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Declaration of Primary Membership Verification

To be completed by the primary board to verify membership for individuals seeking membership in another board.

Name _____

Company Name _____

Address _____

City State Zip _____

Phone Number _____ License Number _____

NRDS Number _____ Social Security Number _____

Company NRDS Number _____

Membership Type	Designated REALTOR®	REALTOR®
	REALTOR® Assistant	Other _____

Broker (Designated REALTOR®) _____

Year NAR/IAR Dues Paid _____

Primary Board Name _____

Primary Board Contact _____

Primary Board Contact Signature _____

Date _____

MIBOR SERVICE CORPORATION
BLC® listing service Technology and Sentrilock Smart Card Usage Agreement

IT IS HEREBY AGREED by and between MIBOR Service Corporation (MSC) and the BLC® listing service Subscriber _____ Member Number (if known) _____ that Subscriber may access the BLC® listing service and Lockbox services provided by MSC under the following terms and conditions, Usage Standards and Rules and Regulations of the services.

1. **Representation:** Subscriber warrants as of the date of this agreement that he/she is licensed by the state of Indiana as a real estate broker, real estate salesperson, real estate appraiser or real estate appraiser trainee, who is or is affiliated with a MSC BLC® listing service Participant in good standing and will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer a MSC BLC® listing service Participant in good standing or affiliated with a MSC BLC® listing service Participant in good standing, Subscriber agrees to notify MSC.
2. **Usage and Definition:** MSC will issue a "BLC® listing service User login ID" and Sentrilock Smart Card to Subscriber. Issuance of the "BLC® listing service User Login ID" will entitle Subscriber to (i) access and use the BLC® listing service System through a System-compatible computer using an internet connection provided by the Subscriber and (ii) obtain a Sentrilock Smart Card that can be used to access Sentrilock electronic lockboxes located on listed properties. THE "BLC® listing service User Login ID" AND SENTRILOCK SMART CARD IS PROVIDED EXCLUSIVELY FOR THE INDIVIDUAL USE OF SUBSCRIBER AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER INDIVIDUAL OTHER THAN AN UNLICENSED EMPLOYEE UNDER THE SUPERVISION OF THE SUBSCRIBER.

Subscriber agrees that a lockbox is a container affixed to property as a device to gain access to the property being marketed by a Participant in the BLC® listing service. Participants in the BLC® listing service or their Subscribers are authorized under certain conditions to open these lock boxes under terms specified by the listing broker. Participants and their Subscribers, functioning as agents of potential purchasers, must contact the listing broker to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the BLC® listing service or otherwise) to show the property without first contacting the listing broker.

3. **Fee.** Subscriber agrees to pay a programming fee for the Sentrilock Smart Card and a BLC® listing service Technology Fee for use of the BLC® listing service System and Sentrilock Smart Card, Card Reader, applicable software. The BLC® listing service Technology is payable according to the following schedule (choose one):

- Annually: \$440 (Due and payable prior to the start of the second quarter of each year)
- Semi-Annually: \$460 (\$230 Due and payable prior to the start of both the second and fourth quarters of each year)

Lockboxes are sold separately and are charged in addition to the annual fee. The cost to purchase lockboxes may vary from time to time and is the sole responsibility of the Subscriber.

4. **Receipt of Equipment.** Subscriber acknowledges receipt of the following equipment from MSC:
 - One Sentrilock Smart Card - \$10.00 plus tax programming fee
 - _____ Card Reader(s) - \$45.00 plus tax each for a total of \$ _____
5. **Smart Card Update.** Subscriber acknowledges that the Smart Card must be updated at regular intervals of thirty (30) days by placing the Smart Card in an MSC approved Card Reader or by other authorized method.
6. **Term of Agreement.** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:
 - a. Termination of Subscriber as a BLC® listing service Technology Subscriber for any reason including, but not limited to, non-payment and license termination
 - b. Termination of Subscriber's association with MSC or his/her local Board of REALTORS® for any reason
 - c. Failure of the Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security outlined in Paragraph 7.
 - d. Subscriber acknowledges that by signing this Agreement, he/she is granted a license to use the BLC® listing service System, Sentrilock Smart Card and Card Reader, applicable software and lockboxes under the terms of this Agreement.
7. **Security.** Subscriber acknowledges that it is necessary to maintain security of the Smart Card and Lock Box system to prevent its use by unauthorized person. Consequently, Subscriber agrees:
 - a. To keep the Smart Card in Subscriber's possession or in a safe place at all times

- b. To not allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Smart Card
 - c. To not duplicate the Smart Card or allow any person to do so
 - d. To not assign, transfer, or pledge the rights of the Smart Card or Card Reader
 - e. To notify MSC immediately of the loss or theft of a Smart Card.
 - f. To follow the guidelines as outlined in the Lockbox Usage Standards sheet
 - g. To recognize the responsibility to ensure the security of properties accessed through the use of a lockbox.
8. **Replacement Smart Cards:** If the original issued Smart Card is lost or stolen, and the loss or theft has been immediately reported to MSC, a replacement Smart Card will be issued to the Subscriber upon written notice and payment of a \$10.00 replacement Smart Card fee.
 9. **Disciplinary Action:** Subscriber agrees to be subject to the disciplinary rules and procedures of the Metropolitan Indianapolis Board of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of BLC® listing service Access, the Smart Card, Card Reader and Subscriber's right to be issued a Smart Card or Card Reader. No referral to the Metropolitan Indianapolis Board of REALTORS® Professional Standards Committee is required for termination of services for failure to pay required fees.
 10. **Indemnification:** Subscriber agrees to indemnify and hold MSC and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MSC resulting from the loss, use or misuse of the BLC® listing service or Sentrilock System, including but not limited to, any and all liabilities including attorney's fees incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the Sentrilock System.
 11. **Reimbursement:** Subscriber agrees that in the event MSC shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, Subscriber, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MSC may be entitled.
 12. **Authorization:** Subscriber will secure authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Lock Box on such property. Subscriber agrees that extreme care shall be taken by Subscriber to ensure that the Lock Box and all doors or any property entered by Subscriber through the use of the Smart Card shall be locked when Subscriber leaves the property.
 13. **Ownership of BLC® listing service Compilation and Copyrights:** Subscriber acknowledges that the act of submitting any property listing data, supporting documents, photographs or line drawings to the BLC® listing service represents that he/she has been authorized to grant and also thereby does grant authority for MSC to include such information into its copyrighted BLC® listing service compilation and any statistical reports. All information stored in the BLC® listing service System including but not limited to real property listing data, photographs, real property parcel data, HUD/VA data agent and office information (the "BLC® listing service Compilation"), is owned or leased by MSC as part of the Copyrighted BLC® listing service Compilation. Subscriber agrees to use the BLC® listing service Compilation only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with the Metropolitan Indianapolis Board of REALTORS® BLC® listing service Service Rules, Regulations, policies and procedures. Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the BLC® listing service Compilation, except as permitted in the Rules and Regulations.
 14. **Additional Terms and Conditions:** Subscriber agrees to the terms as outlined in this Agreement. Upon termination of this Agreement as specified in Paragraph 6, Subscriber agrees to immediately cease using the Smart Card, Card Reader and any applicable Software. This written contract represents the entire agreement between participants. This Agreement supercedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.

SUBSCRIBER


Printed Name: _____

Signature: _____

Date: _____

MSC

Printed Name: Stephen J. Sullivan

Signature:  _____

Date: _____



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Waiver of BLC® Listing Service Subscription

The Participant of the Service shall be exempt from payment of BLC® listing service subscription fees for any individual employed by or affiliated as an independent contractor with the Participant who does not actually have access to and use of the Service.

Such exemption shall be effective for a period of one year from date. The exemption for any individual shall automatically be revoked upon the individual's utilization of the service in any manner.

Certification of Individual Affiliated with Participant in a BLC® listing service:

I, _____, associated with _____
Name of Individual Name of Participant

do not use the BLC® listing service in any way at any time, and understand that if I should utilize the BLC® listing service at any time, including the co-listing of properties in the BLC® listing service with other BLC® listing service subscribers, I am obligated to pay an additional individual subscription fee.

Signature

Date

Certification by Participant (broker/owner) of BLC® listing service as to Individual's Certification above:

I agree that if _____ utilizes the BLC® listing service in
Name of Individual
any way at a future date, I will notify and insure payment of the required fee of the BLC® listing service.

Signature

Date

Metropolitan Indianapolis Board of REALTORS®
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