LONGVIEW
AREA ASSOCIATION OF REALTORS®

APPLICATION FOR MEMBERSHIP

I hereby apply for REALTOR® (primary, secondary, or Designated) or REALTOR-Associate® membership in the above named board/association, and enclose my check in the amount of $_____, which I understand will be returned to me in the event I am not accepted to membership. In the event my application is approved, I agree as a condition to membership to complete the indoctrination course of the above named board/association, if any, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, including the duty to arbitrate business disputes in accordance with the *Code of Ethics and Arbitration Manual* of the board and the constitution, bylaws, and rules and regulations of the above named board, 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 the board, through it's 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 the board 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.

Name of Applicant_____ Date of Birth_____

MLS User Name _____
(Minimum of 6 Characters Alpha and Numeric)

Office Name_____

Office Address_____ Zip Code_____
Street Address City State

Home Address_____ Zip Code_____
Street Address City State

Home Phone #_____ Office Phone #_____ Fax # _____

Cell Phone # _____ Email Address_____

Real Estate License #_____ Type: ____Broker ____Salesperson ____Appraiser ____Other

How long have you held a Texas Real Estate License and/or Texas Appraiser License? _____

Do you hold, or have you ever held, a real estate and/or appraiser license in any other state? ____Yes ____No

If "yes", please specify name of state and license number: _____

Has your license, in this or any other state, been suspended or revoked? ____Yes ____No

If "yes", specify the place(s) and date(s) of such action, and detail the circumstances relating thereto:

_____

_____

_____

Are you currently a member of another board or association which is affiliated with the NATIONAL ASSOCIATION OF REALTORS® or have you held membership in another board or association within the past three (3) years? ____Yes ____No

If "yes" list each board and association where membership was held, type of membership held, and approximate dates of membership.

_____

_____

_____

Have you ever been: 1) Sued? ____Yes ____No 2) Convicted of a felony? ____Yes ____No

3) Called before any license control board? ____Yes ____No 4) Filed for bankruptcy? ____Yes ____No

5) Denied membership or been expelled by any Board of REALTORS®? ____Yes ____No

If answer is "Yes" to any of above, give details: _____

_____

NOTE: Applicant acknowledges that the board/association will maintain a membership file of information, which may be shared with other boards/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 board/association or its MLS.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the board 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®.

NOTE: Dues payments to the board/association are not tax deductible as charitable contributions. Portions of such payments may be tax deductible as ordinary and necessary business expenses. Applicant hereby understands and acknowledges that dues and associated fees are non-refundable unless membership in the board/association is denied.

I hereby certify that the foregoing information 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 of my membership, if granted.

Signature_____ Date_____

LONGVIEW
AREA ASSOCIATION OF REALTORS®

LAAR- MLS WAIVER OF MLS SERVICES AGREEMENT

I, _____, as the authorized Participant of the MLS
BROKER OF RECORD

for, _____, hereby acknowledges that access to and
OFFICE NAME

use of the MLS is restricted to only those authorized subscribers / users that have paid to join the service. I understand and accept that said restriction includes but is not limited to the following:

- Only those listings taken and serviced by authorized subscribers / users of the service can be entered into the MLS. The Broker Participant or other authorized subscribers / users are prohibited from entering listings under their name which were actually taken by and being serviced by a non-authorized subscriber / user affiliated with their office.

- If listings, actually listed by non-authorized subscribers / users, are improperly entered into the MLS then the Broker Participant will be responsible for the payment of all associated fees for the non-authorized subscriber / user listing agent retroactive to the date of this agreement being signed.

- Associated documents contained within the MLS cannot be provided by authorized subscribers / users to non-authorized subscribers / users of the MLS from within their office unless it is the authorized subscribers / users listing. Non-authorized subscribers / users will have to contact the listing agent directly to obtain such documents.

- Authorized subscribers / users of the service are prohibited from providing their user id and password to anyone including but not limited to non-licensed office assistants. Non-licensed office assistants have to join the MLS and pay a nominal monthly fee.

By signing below I hereby acknowledge that I understand the intent of this Waiver of MLS Services Agreement and therefore accept the responsibility of ensuring our compliance.

_____ _____
(Signature of MLS Participant) **(Date of Participant's Signing)**

REALTOR®

LONGVIEW
AREA ASSOCIATION OF REALTORS®

EQUAL HOUSING OPPORTUNITY

MEMBERSHIP ACKNOWLEDGEMENT FORM

1. All prorated Annual Dues, Application Fee, and Supra Setup Fee are nonrefundable.

2. All LAAR Billing and Educational correspondence for you will be communicated to your Sponsoring Broker.

3. All Board Services Fees (MLS Dues) are billed one month in arrears and at a monthly rate. Agents are billed individually, but the Sponsoring Broker is ultimately responsible for payment of the Monthly Board Services Fees (MLS Dues) by the 15th of each month.

4. LAAR New Member Orientation should be completed within 90 days (or within 3 offerings).

5. As defined by LAAR Association Bylaws: NAR New Member Code of Ethics Training is required and must be completed within 90 days. You may access this Course at www.nar.realtor. Every three years thereafter, a Triennial Code of Ethics Training Course must be completed.

6. As defined by LAAR Association Bylaws: NAR New Member Fair Housing Training is required and must be completed within 90 days. You may access this Course at www.nar.realtor. Every three years thereafter, a Triennial Fair Housing Training Course must be completed.

7. You are responsible for the Supra ekey issued to you in accordance with the lease agreement signed.

8. Supra Keyboxes are issued to your Sponsoring Broker.

_____ _____

Signature Date

3550 N FOURTH STREET • LONGVIEW, TEXAS 75605 • (903) 753-7638 • E-MAIL: laarstaff@laaronline.org

REALTOR® is a registered collective membership mark which may be used only by real estate professionals who are members of the *NATIONAL ASSOCIATION OF REALTORS®* and subscribe to its strict Code of Ethics.

LONGVIEW
AREA ASSOCIATION OF REALTORS®

INTERNET DATA EXCHANGE PARTICIPATION FORM

Internet Data Exchange (hereinafter "IDX") affords Participants of the Longview Area Association of REALTORS® Multiple Listing Service the option of authorizing display of their active listings on other Participant's Internet websites.

Section 16.2 of LAAR's MLS Rules and Regulations states "Participant's consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame, or display the aggregated MLS data of other Participant's. *
*Even where Participants have given blanket authority for other Participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution."

A brief summary of the rules on the display of listing data pursuant to IDX are as follows:

1) IDX listings will only contain the fields of data designated by the MLS.
2) IDX listing date shall not be modified or manipulated by the owner of the site the data appears on.
3) All IDX listings shall identify the listing firm and listing agent.
4) Participants must refresh all downloads and refresh all data at least once every twelve (12) hours.

(See Section 16 of LAAR's MLS Rules and Regulations for a complete set of the IDX rules)

At this time, there are no Service Fees or Charges for Participation in the IDX but like all other aspects of the MLS Rules and Regulations that is subject to change at the discretion of the MLS Committee with approval by the Board of Directors.

Each Participant (Broker of Record) needs to determine if their office's listings will be made available for IDX by completing this form and emailing it back to tonya@laaronline.org.

_____ I want to participate in IDX

_____ I DO NOT want to participate in IDX

Company Name: _____
(Please Print)

Broker's Name: _____
(Please Print)

Broker's Signature: _____
(Broker of Record Signature)

LONGVIEW AREA ASSOCIATION OF REALTORS®
MLS ADMINISTRATIVE RULES

To: **ALL BROKERS**

Re: **MLS LANGUAGE**

THE MLS COMMITTEE IS COMMUNICATING THE FOLLOWING GUIDELINES FOR LANGUAGE PLACED IN THE MLS.

1. **REMARKS IN THE MLS SHOULD BE CONFINED TO MARKETING THE PROPERTY.**
2. **THERE SHOULD BE NO MENTION OF COMPENSATION, EITHER DIRECTLY OR IN SUCH A WAY THAT SOMEONE COULD PERCEIVE OR INTERPRET THAT COMPENSATION IS BEING OFFERED.**
3. **NO LANGUAGE SHOULD BE USED TO INCENTIVIZE BUYERS BY OFFERING TO PAY THE BUYER'S AGENT.**

PLEASE SIGN TO ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ THIS MEMO AND THE FINE STRUCTURE RELATED TO MENTIONS OF COMPENSATION IN THE MLS.

FOR YOUR CONVENIENCE, THE FINE STRUCTURE HAS BEEN INCLUDED ON PAGE 2.

PLEASE RETURN THE SIGNED COPY OF THIS MEMO ALONG WITH THE APPLICATION FROM MEMBERSHIP. AN EMAIL WITH A PDF OF THE SIGNED MEMO IS ACCEPTABLE.

FEEL FREE TO CONTACT YOUR ASSOCIATION STAFF WITH ANY QUESTIONS YOU MAY HAVE.

BROKER SIGNATURE_____

DATE SIGNED_____

LONGVIEW AREA ASSOCIATION OF REALTORS®
MLS ADMINISTRATIVE RULES

MLS Fine Structure for References/Mentions of Compensation in the MLS

(This includes but is *not limited to* public remarks, agent remarks, ShowingTime remarks, Remarks in ShowingTime instructions, associated documents, photos and virtual tour uploads.)

1.) **First Offense**
   a) **IMMEDIATE removal** of the non-compliant information by LAAR;
   b) **AUTOMATIC FINE of $1,000** assessed to the agent, to be paid within **14 business days; and,**
   c) **COMPLETION of required training** on LAAR rules, to be completed within **14 calendar days** of being notified of the violation.
      i) If the fine is not paid or the training is not completed by the agent, **suspension from MLS access and Supra eKey access for 30 calendar days** and a recommendation made to the Board of Directors for the agent's **SUSPENSION from all board services for 30 calendar days.** Suspension will continue beyond 30 calendar days if there is a failure to both pay the fine **and** complete the required training.

2.) **Second Offense**
   a) **IMMEDIATE removal** of the non-compliant information by LAAR;
   b) **AUTOMATIC FINE of $2,500** assessed to the agent;
   c) **SUSPENSION of the agent from MLS and Supra eKey access for 30 calendar days,** and a recommendation to the Board of Directors for the agent's **SUSPENSION from all board services** for 30 calendar days.

3.) Third and Subsequent Offenses
   a) **IMMEDIATE removal** of the non-compliant information by LAAR;
   b) **AUTOMATIC FINE of $5,000** assessed to the agent;
   c) **SUSPENSION of the agent from MLS and Supra eKey access for 90 calendar days,** and a recommendation to the Board of Directors for the agent's **SUSPENSION of all board services** for 90 calendar days.
   d) The **Broker in Charge is required to complete a required training** on LAAR rules, to be completed within 14 calendar days of being notified of the violation.
      i. If the Broker in Charge does not complete required training within 14 calendar days, the **brokerage will be suspended from MLS and Supra eKEY access, and a recommendation will be made to the Board of Directors that the brokerage be SUSPENDED from all board services until the training has been completed.**

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

1. LICENSE AND LEASE

a. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other IBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

b. **IBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, IBox BT LE units ("IBoxes"). In addition, Organization grants to Keyholder (I) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the IBoxes for the Term and (II) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.

c. **Network.** Organization grants to Keyholder (I) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the ActiveKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (II) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

2. SERVICE

a. The Software, the equipment incorporated in the IBoxes (if applicable) ("Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. TERM

This Agreement shall commence on the date set forth in the signature block and have a term ("Term") through the date shown on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (I) increase the System Fee annually, (II) charge a key activation fee, (III) charge a late fee for any System Fee that is not paid as directed by the Organization, and (IV) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND

SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. **TITLE AND USE** The Service, including all its components, and the Equipment (except IBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

6. **RISK OF LOSS; RETURN OF EQUIPMENT**

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. **REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. **That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

8. **DEFAULT**

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. **RIGHTS AND REMEDIES**

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by

Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. **ARBITRATION; LITIGATION** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

11. **NOTICES** All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. **TERMINATION**

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13. **WARRANTY** The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. **GENERAL PROVISIONS**

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.

h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

Longview Area Association of REALTORS®

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

For Keyholder:

Signature: _____

Printed Name: _____

Company: _____

Mailing Address: _____

City, State, & Zip Code: _____

Email Address: _____

Phone Number: _____

Date: _____

License #: _____

For Organization:

By: _____

Title: _____

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on **November 3, 2025** unless terminated earlier as provided in Section 12 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

New Key Serial #: _____ **PIN:** _____ (4-digits)

Coop Key Serial #: _____ **PIN:** _____ (4-digits)

Cooperating Board/Association: _____

If you already have a Supra eKEY and are interested in cooperating your Supra eKEY with LAAR we will need the following information: Your Supra eKEY serial number (which can be found at the top of your Supra eKEY app on your phone), your 4-digit PIN that you use to open lockboxes, and the name of the Board or Association that you originally received the Supra eKEY from.

LONGVIEW
AREA ASSOCIATION OF REALTORS®

CREDIT CARD AUTHORIZATION FORM

One Time Use

[Top Section is for LAAR Staff Use Only. Please only fill out the information below the dotted line]

LAAR Member Name: _____

Office: _____

Application Fee: _____ Supra eKEY: _____ Local Dues: _____ State Dues: _____

National Dues: _____ Other: _____

CREDIT CARD TYPE:

- ☐ DISCOVER
- ☐ MASTERCARD
- ☐ VISA
- ☐ AMERICAN EXPRESS

Amount of Charge: _____

Card Holder Name: _____
(please print)

Credit Card Number: _____

Expiration Date: _____ CVS Code: _____

Email Address: _____

Phone #: _____

THE FOLLOWING INFORMATION IS **REQUIRED** TO PROCESS YOUR PAYMENT
PLEASE COMPLETE THESE FIELDS AS THEY APPEAR ON YOUR CREDIT CARD BILLING STATEMENT

Billing Address: _____

City & State: _____ ZIP code: _____

Signature: _____

Date Processed: _____