Huntington Board of REALTORS ®

Secondary Membership Application

Date: _____/_____/_____
Month Day Year

Name:_____
First Middle Last

NRDS #: _____

Home Address:_____

_____

Telephone #:_____

Office Name & Address:_____

_____

Telephone #:_____

Fax #:_____

Primary Board:_____

Broker's/Appraiser's Name:_____

Application Fee: $50

Huntington Board of REALTORS®

5185 US Rt. 60, Suite 21
Huntington, WV 25705

Phone: 304-302-0242
Fax: 304-302-0244

www.huntingtonboardofrealtors.com

Orientation Agreement

As stated in the Board Bylaws of the Huntington Board of REALTORS®, applicant must complete a code of ethics training session within ninety (90) days from date of application.

I, therefore, certify that I will either attend one of the sessions organized by the Board or complete the NAR New Member Code of Ethics course online within ninety (90) days after the date of my application.

I understand that if I should fail to complete the New member Code of Ethics course, my application for membership will automatically be disapproved, and my Board application fee in the amount of $50.00 will be forfeited.

Applicant Signature:_____

Date:_____

Witness:_____
(Broker/MLS Participant/Board Staff)

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Confidential Use of MLS Information

I hereby acknowledge that I have been instructed by:

_____

(Broker/MLS Participant/Board Staff)

in the proper use of the Multiple Listing Service computer database information and any other form containing said information that is owned by the Huntington Board of REALTORS®. I understand that the data contained therein is of a confidential nature, copyrighted, for use by Multiple Listing Participants and their authorized associates only and not for distribution to the public unless stated in the governing documents of the Huntington Board of REALTORS®. I also understand that to release or give such Multiple Listing Service information to the public, that is anyone other than a member of the Huntington Board of REALTORS® Multiple Listing Service, is a violation of Board Bylaws and the Rules and Regulations of such Multiple Listing Service.

Applicant Signature:_____

Date:_____

Witness_____

(Broker/MLS Participant/Board Staff)

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Computer Membership Records

Brokers & Sales Agents

NRDS#:_____

First Name:_____

Last Name:_____

Name to Appear in Roster:_____

Office Name:_____

Office Address:_____

City/State/Zip:_____

Office Phone #:_____

Home Address:_____

City/State/Zip:_____

Phone # to Appear in MLS:_____

E-mail Address:_____

Month & Year License Issued:_____

Month & Year Joined Firm:_____

Send Mail To: ___ Office ___ Home

Membership Class: ___ Designated Realtor ___ Realtor

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REALTOR® Association Marketing Consent Form

Name:_____
Please Print

Business Address:_____

_____

Home Address:_____

_____

Telephone Number(s): ( )_____

( )_____

Fax Number: ( )_____

E-mail Address:_____

I understand that by providing the information above, I consent to receive communications sent from the Huntington Board of REALTORS®, the West Virginia Association of REALTORS®, and the National Association of REALTORS® via U.S. mail, e-mail, telephone or facsimile at those number(s)/location(s). This agreement remains in effect until the recipient notifies sender otherwise.

Signature:_____

Date:_____

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HUNTINGTON BOARD OF REALTORS®
DisplayKEY and eKEY Sub-License Agreement

_____
print member name

This Sub-License Agreement dated as of the ____ day of _____, 200___, by and between **Huntington Board of REALTORS®** ("Organization") and the undersigned member or participant in Organization ("Member"), regarding the Member's receipt and use of the DisplayKEY, eKEY Professional Software, or eKEY Basic Software (Serial #_____) ("Equipment"). Organization and Member agree as follows:

1. **USE OF THE EQUIPMENT.** The Equipment is designed to open keyboxes manufactured by GE using a personal identification number ("PIN"). Member agrees to limit the use of the Service to the geographic area served by the Organization.

2. **GRANT OF SUB-LICENSE.** Organization grants to Member (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from GE, which is necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 3 below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from GE (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the applicable User's Guide published by GE and which is incorporated herein by reference.

3. **TERM.** Unless previously terminated as herein provided, the initial term of this Agreement shall be for **one (1) year** commencing on the date shown above and shall automatically be renewed for successive additional terms of **one (1) year** unless terminated by either party or unless terminated in accordance with the provisions of this Agreement.

4. **RULES AND REGULATIONS.** Member acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of Organization in addition to Section 10, "Security of Equipment", as set forth below. By executing this Sub-License Agreement ("Agreement"), Member acknowledges that it is necessary to maintain the security of the Equipment to prevent the use of the Equipment by unauthorized persons. Member further acknowledges that neither the Service, nor any other GE 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 compromises the integrity of the Service.

5. **SERVICE.** Member acknowledges that, in order to make the Service available to Member, Organization and GE entered into a Master Agreement that provides the terms under which GE will provide the Service to Organization. Member 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 Member and this Agreement will terminate in accordance with Section 6 below. Member further acknowledges and 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 the termination of this Agreement. Except as the rights and obligations of Member and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Member and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Member acknowledges that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Member's use of the Service.

6. **TITLE AND USE OF SERVICE.** The Service, including all its components, except the DisplayKEY (including DisplayKEY Cradle) (collectively the "DisplayKEY") and keyboxes, shall at all times remain the property of GE. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of GE.

7. **PAYMENT.**
   a. During the Term of this sub-license, member shall pay to Organization a fee as established from time to time by the Board of Directors for the use of the Equipment, plus applicable tax.
   b. The Organization reserves the right to bill the Keyholder, in advance, on a monthly, quarterly, semiannual or yearly basis.
   c. 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.

8. **TERMINATION.** This Agreement shall automatically terminate upon the occurrence of any of the following events:
   a. Termination of the Master Agreement between the Organization and GE, for any reason, including without limitation, a default by Organization under the Master Agreement, or an upgrade of the Service by Organization;
   b. Default by the Member in the observance or performance of any of the Member's obligations under this Agreement;
   c. Default by the Member under the Member's obligations to the Organization; or
   d. Suspension or termination of the Member from participation in the Organization or of the right of the Member to use the Organization multiple listing service.

9. **LOST OR DAMAGED EQUIPMENT; REPLACEMENT OF EQUIPMENT**
   a. Lost DisplayKEY Equipment: If the Member's DisplayKEY Equipment is lost or stolen and the Member thereafter desires replacement, the Member shall secure replacement DisplayKEY Equipment exclusively from the Organization upon payment of the then current charge of the Organization for such replacement;
   b. Damaged DisplayKEY Equipment: If the Member's DisplayKEY Equipment should become damaged, the Member shall return the damaged DisplayKEY Equipment to the Organization and secure replacement DisplayKEY Equipment exclusively from the Organization, upon payment of the then current charge of the Organization for such replacement.

10. **STATUS.** If at any time Member no longer is authorized to use the Service, or if Member is determined to be in violation of this Agreement, then the Equipment and Service shall be deactivated.

11. **SECURITY OF EQUIPMENT.** The Member acknowledges that it is necessary to maintain security of the Equipment to prevent its use by unauthorized persons and agrees:
   a. to keep the Equipment in the Member's possession or in a safe place at all times;
   b. to maintain the security of the PIN;
   c. to not loan the Equipment to any person, whether or not a real estate licensee, for any purpose whatsoever, or to permit the Equipment to be used for any purpose by any other person;
   d. to not duplicate the Equipment or allow other persons to do so;
   e. to not assign, transfer or pledge this Agreement or the Equipment;
   f. to immediately notify the Organization in writing of the loss or theft of the Equipment and the circumstances surrounding such loss or theft;

g to follow all additional security procedures or relevant operating procedures as specified from time to time by the Organization; and
h. to not damage or deface the Equipment.

12. REPRESENTATIONS AND COVENANTS. Member covenants and agrees:

a. If Member misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Organization relating to such misuse, Member agrees to indemnify, defend and hold harmless Organization, and its respective directors, officers, agents, representatives, employees, affiliates, 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 in such proceeding. The Member expressly waives, releases and agrees to hold harmless the Organization, its affiliates, its officers, directors and employees from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the Service.

b. That neither Organization nor GE 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 Member has been advised of the possibility of such damages.

c. That Member 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 GE with written notice of any legal proceeding or arbitration in which Member is named as a defendant and that alleges defects in the Equipment or the keyboxes within five (5) days after Member receives written notice of such action.

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

13. DEFAULT.

a. If the Member fails to observe, keep or perform any obligation or provision of this Agreement, the Organization, in addition to any specific rights set forth herein, shall have the further right to exercise any and all of the following:
   i. to direct GE to deactivate the Equipment, or to deactivate Member's access to the Service or any component of the Service;
   ii. to terminate one or both of Member's sub-licenses to use the Network and to use the Software;
   iii. to terminate this Agreement;
   iv. to take legal action against the Member to recover all damages incurred by the Organization resulting from such default and/or improper use of the Equipment.

b. An event of Default by Organization under this under this Agreement will occur upon the termination for any reason of the Master Agreement. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Member's obligations under this Agreement shall terminate.

c. If Organization deactivates the Service because of a default by Member under this Agreement, but does not otherwise terminate this Agreement, Member will be entitled to seek to have the Service reactivated. In order to so, Member 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 GE to reactivate the Equipment and Service within twenty-four (24) hours.

14. AUTHORIZATION OF OWNER OR TENANT. The Member will secure written authorization from the owner or tenant in possession of any property listed for sale or lease prior to the installation and use of a Keybox on such property. The Member agrees to disclose that keyboxes are not designed or intended as security devices.

15. RULES AND REGULATIONS. Those portions of the Organization By-Laws, Regulations or other regulations that pertain to keyboxes/lockboxes and keys/Equipment, and their use, are incorporated herein by reference, as they now exist and as they may be amended from time to time. The Member covenants and agrees to comply with all provisions contained therein, as well as any and all rules and regulations promulgated by the Organization and contained within the Organization By-Laws and Regulations or other regulations as they relate to the Service as the same may be amended from time to time. The Member agrees that the violation of this Agreement shall constitute a violation of the Organization Regulations.

16. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as provided above.

MEMBER:

_____
Member's Signature Date

_____
Member's Name (please print)

_____
Name of Firm

_____
Firm Street Address

_____
City State Zip

_____
Phone

ORGANIZATION:

By: _____

Title: _____

OFFICE USE ONLY
Sub-License _____
Purchase _____