

REALTORS® who are seeking to become a MEIAR non-member subscriber must be a paid member in another association and maintain said membership in good standing at all times. Including paying State and National dues on a yearly basis.

Designated REALTORS® of such office must be a participant of MEIAR MLS before any licensees may participant.

To apply for Membership:

1. Complete all forms enclosed in this packet.
2. Email your digital (professional) photograph to mls@meiar.comcastbiz.net
3. Forward forms and payment to:
MEIAR
3908 N Rosewood Ave.
Muncie, Indiana 47304
4. Allow 72 hours after application has been received by MEIAR for processing.
5. Membership Verification will be sent via email to the email address on this application.

Note: Applications will NOT be process without a photograph, valid email address, all forms completed in their entirety and payment.

If you have any questions about the application process, please contact the Mid-Eastern Indiana Association of REALTORS® at (765) 747-7197.

Non-Member Subscriber Membership

I hereby agree to comply with the bylaws, rules and regulations, policies, and procedures of the Association and MLS Service.

- I hereby submit the following information for your consideration:

MEIAR will be my: Non-Member Subscriber (MLS Only)

First Name _____ Middle Name _____

Last Name _____ Suffix (Jr, III, Sr, etc) _____ Nickname (DBA) _____

Email Address: _____

Real Estate License #: _____

Licensed/certified appraiser: Yes/No Appraisal License #: _____

Office Name: _____

Office Address: _____

Office Phone: (____) _____ Fax: (____) _____

Home Address Street _____

City _____ State _____ Zip _____

Home Phone: (____) _____ Personal Fax: (____) _____

Cell Phone: (____) _____

Are you presently a member of any other Association of REALTORS®? Yes No

If yes, name of Association and type of membership held: _____

Have you previously held membership in any other Association of REALTORS®? Yes No

If yes, name of Association and type of membership held: _____

If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #: _____

and last date (year) of completion of NAR's Code of Ethics training requirement: _____.

Have you ever been refused membership in any other Association of REALTORS®? Yes No

If yes, state the basis for each such refusal and detail the circumstances related thereto: _____

Non- Member Subscriber Membership

Is the Office Address, as stated, your principal place of business? Yes No

If not, or if you have any branch offices, please indicate and give address: _____

Do you hold, or have you ever held, a real estate license in any other state? Yes No

If so, where: _____

Have you or your firm been found in violation of state real estate licensing regulations or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three years? Yes No

If yes, provide details: _____

Have you or your firm been convicted of a felony or other crime? Yes No

If yes, provide details: _____

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership, I shall pay the fees and dues as from time to time established. NOTE: Payments to the Mid-Eastern Indiana Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Dated: _____ Signature: _____

Dated: _____ Principal Broker's Signature: _____

Optional Information:

Date of Birth: _____

How long with current real estate firm? _____

Previous real estate firm (if applicable): _____

Number of years engaged in the real estate business: _____

Information to be supplied by Local Association:

Join Date _____

Status: Active, Provisional _____

Primary Local Association NRDS ID _____

Primary State Association NRDS ID _____

Office ID _____

(if broker)

Office Contact DR _____

Office Contact Manager _____

Number of Non-Member Licensees _____

Membership Committee Approval:

Date: _____ Chairperson's Signature: _____

Board of Directors Approval:

Date: _____ MEIAR President Signature: _____

MEIAR Declaration of Primary Membership

This form is to be used by Executive Officers to verify primary membership for individuals seeking a secondary membership, or Non-Member Subscriber Membership with the Mid-Eastern Indiana Association of REALTORS®.

Name of Applicant: _____

License Number: _____ NRDS Number: _____

Membership Type: _____

Designated REALTOR® (Broker): _____

Company Name: _____

Company Address: _____

Company Phone Number: (_____) _____

Year NAR/IAR Dues Paid: _____

Primary Association: _____

Primary Association Contact Name: _____

Phone: (_____) _____

Primary Association Contact Signature: _____

Date: _____

Non-Member Subscribers will obtain their State and National Membership through their primary Association.

Computer Access Fee: \$ 150.00 (\$150.00 per applicant)

SentriLock App Issuance Fee: \$ _____ (\$90.00 activation fee. Secondary or Non-Member Subscriber applicants that currently have SentriLock access do NOT pay this fee)

Total to be submitted with application: \$ _____

Technology Fee: (\$54.00 per user / per month)

MEIAR Technology fees are billed to each office on a monthly basis and the responsibility of each office to collect from participating members within their office.

MEIAR Technology fees include: Access to MLS, ShowingTime, SentriLock Services if applicable, MEIAR Mobile MLS Services and apps.

MEIAR Technology fees must be paid by the 15th of the month. If not paid before the 20th services will be discontinued and a re-connect fee of \$250.00 will be assessed to re-establish services.

MEIAR Computer Access Fee: (\$150.00)

\$150.00 One-time computer access fee with continual membership. Fee applied to all applicants and must accompany application.

This agreement is made and entered into by the Mid-Eastern Indiana Association of REALTORS® (MEIAR) and the Participant and Subscriber identified in this agreement.

1. Purposes: the parties have entered into this agreement because (a) MEIAR will provide access to its lockbox system; (b) if Subscriber agrees to the terms in this Agreement; and (c) if Participant makes certain commitments on Subscriber's behalf.
2. Definition and Usage:
 - a) MEIAR; Mid-Eastern Indiana Association of REALTORS®
 - b) MLS Policies; MLS's Rules and Regulations, including the lockbox system rules, as amended from time to time in MLS's discretion.
 - c) Participant; Principal Broker, Broker Owner of a Real Estate Company, Licensed / Certified Appraiser who is also the owner of their appraisal company and a REALTOR® member in good standing with MEIAR or an Affiliate Member of MEIAR with a legitimate need to access property to assist in the selling or closing of said property.
 - d) Subscriber; Sales Associate, Associate Broker, Licensed / Certified Appraiser or Appraiser Trainee associated with a Participant and in good standing with MEIAR.
 - e) Key Card; A pocket sized card with embedded circuits and photograph of subscriber designed to authenticate and control access to lockboxes.
 - f) Lockboxes; A container affixed to a listed property as a device to gain access to the property being marketed by a Participant/Subscriber in the MEIAR MLS.
3. Eligibility Requirements: MEIAR REALTOR® members and approved Affiliate members who are Participants or Subscribers are eligible to participate in the MEIAR lockbox system. MLS Only members of MEIAR are eligible for the key services only, they may not participate in the Lockbox Sharing Program.
4. Subscriber agrees that a lockbox is a container affixed to the property as a device to gain access to the property being marketed by a Participant/Subscriber in the MEIAR MLS. Participants in MEIAR or their subscribers are authorized under certain condition to open these lockboxes under terms specified by the listing broker/agent. Participants and their Subscribers, functioning as agents of potential purchasers. Must contact the listing broker/agent/office or use ShowingAssist 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 MEIAR MLS Service or ShowingAssist Service) to show the property without first contacting the listing broker. Subscriber is responsible for NOT accessing a MEIAR lockbox without proper confirmed appointments.
5. Fees: New Participant/Subscriber agrees to pay a \$90.00 access fee for the SentiLock services and the MEIAR monthly technology fee for use of the MEIAR MLS system and SentiLock System. Participant/Subscriber will receive app access, and web access. The MEIAR Technology fee is the responsibility of the Participants Office to collect for all Participants/Subscribers and forward to MEIAR by the 15th of each month.
6. Equipment and System: Participant and Subscriber acknowledge that the SentiLock system, lockboxes, Key Cards, and anything associated with the lockbox service is the sole property of SentiLock and MEIAR (unless purchased outright), and Participant and Subscriber shall return all such property as required by SentiLock or MEIAR. Participant shall return all lockboxes, Key Cards, Card Readers, and other equipment associated with the lockbox system immediately upon termination of the membership, MEIAR MLS participation, termination of lockbox services due to the Participant's failure to pay all fees associated with the service and/or reimbursements for lost equipment as required, or affiliation with an eligible participant. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not

paid within 30 days of the billing date, MEIAR shall have the right to file suit against the Participant / Subscriber for the full amount due plus statutory interest, court costs, attorney's fees and other costs of litigation.

7. Submission to Disciplinary Review/Action: If a Participant / Subscriber breaches this agreement or the MLS Policies, MEIAR Supplement to the IRMLS Rules and Regulations, the MLS Committee or the Board of Directors of the Mid-Eastern Indiana Association of REALTORS® may (a) deactivate all equipment leased or purchased by Participant / Subscriber (b) take legal action against Participant / Subscriber to recover all damages incurred by SentiLock or MEIAR resulting from such default and/or improper use of the Lockbox System; (c) demand the return of all equipment; and/or (d) pursue any other remedy at law or in equity. A maximum fine of \$500.00 will be assessed against the Participant / Subscriber. Any claim or dispute howsoever arising out of the MEIAR / SentiLock Authorized User Agreement shall be resolved solely by arbitration. In the event there is any disagreement on the selection of the arbitrator, a presiding judge in Delaware County, Indiana shall choose the arbitrator. The prevailing party shall be entitled to recover any fees of the arbitrator, reasonable attorney's fees, costs and expenses of the arbitration.

8. 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 Participant / Subscriber for any reason; (b) Termination of Participant / Subscriber's association with MEIAR or his/her local Association of REALTORS® for any reason; (c) Failure of the Participant / Subscriber to perform in accordance with any and/or all terms and condition herein set forth in this agreement; (d) Participant / Subscriber MEIAR / SentiLock Authorized User Agreement acknowledges that by signing this Agreement, he/she is granted access to a SentiLock applicable software and lockboxes under the terms of this Agreement.

9. Participants Obligations:

- a) Guaranty and liability for Subscriber conduct. Participant is guarantor of Subscriber's performance under this agreement. Participant is jointly and severally liable to MEIAR for all damages and costs MEIAR sustains as a result of Subscriber's misuse of the SentiLock system, up to and including the last date Subscriber has access to the lockbox system by virtue of the Application issued under this agreement, even if Subscriber is no longer affiliated with Participant at the time of the wrongful conduct.
- b) Participant warranties. Participant warrants that (1) Participant is a licensed real estate broker, licensed or certified appraiser or licensed inspector or licensed pest inspector, or approved affiliate and a member of MEIAR; and (2) Subscriber possesses a real estate licensee and is associated with the Participant as a licensee actively seeking to sell real estate or Subscriber is a licensed or certified appraiser affiliated with Participant.
- c) Subscriber transfers. Participant shall notify MEIAR in writing within 24 hours after Subscriber's transfer of license. If the Subscriber has transferred to a firm which is not participating in MEIAR, or if the Subscriber's license is inactivated or sent back to the state, Participant agrees to make its best efforts to obtain the transferred Subscriber's SentiLock Equipment. Participant acknowledges that they shall be liable for replacement cost of all equipment not returned to MEIAR within 72 hours of Subscriber transfer. If Participant cannot obtain return of the SentiLock equipment, it shall supply MEIAR with copies or written correspondence attempting to obtain the SentiLock equipment return.
- d) Cosign agreement with Subscriber. Participant shall cosign any lockbox agreement executed by a Subscriber affiliated with the Participant.

10. App Activation: The Participant / Subscriber acknowledge that their App must be updated on a regular basis. App may be activated by Login.

11. Security: Participant and Subscriber acknowledge the importance of maintaining security of the lockbox system as a whole. Consequently, Participant / Subscriber shall:

- a) Keep the Key Card in Participant / Subscriber's possession and in a safe place at all times.
- b) Not to allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Key Card, nor disclosed to anyone.
- c) Not to duplicate or attempt to duplicate the Key Card nor allow anyone else to do so.
- d) Not to assign, transfer, or pledge the rights of the SentiLock System, or any components including but not limited to Key Card, Reader, or Lockboxes.

- e) TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - f) To notify MEIAR immediately of the loss or theft of a Key Card. The Participant / Subscriber shall sign and deliver a statement to MEIAR with respect to the circumstances surrounding the loss or theft. MEIAR shall charge for the replacement of Smart Cards either lost or damaged.
 - g) To follow the guidelines outlined in this agreement.
 - h) To follow any additional security measures sets out in the MLS policies, MEIAR Supplement to IRMLS Rules and Regulations.
 - i) To understand and recognize the responsibility to ensure the security of properties accessed through the use of the lockbox system.
 - j) To notify SentiLock when a lockbox fails to release from a property. SentiLock is the only authorized entity to order a lockbox removed from a property because of equipment failure.
12. Indemnification: Participant and Subscriber agree to indemnify and hold MEIAR and their respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MEIAR resulting from loss, use or misuse of the SentiLock, including but not limited to, any and all liabilities including attorneys 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 SentiLock.
13. Lockboxes Not a Security System: Participant and Subscriber acknowledge that the SentiLock lockboxes, Key Card, and other components of the lockbox system are not a security system; they are a marketing convenience and control system. Participant and Subscriber hold MEIAR harmless against any claims that the lockbox system failed, for whatever reason, to prevent or grant admission to any property.
14. Placement of Lockboxes: Lockboxes must not be placed on any property without the written authority of the seller. This authority may be established in the listing agreement or in a separate document created specifically for this purpose.
15. Issuance of Lockboxes: Lockboxes will be issued according to the MEIAR Lockbox sharing program agreement to qualifying participants.
16. Replacement Key Card: MEIAR shall issue a replacement Key Card to the Participant or Subscriber provided the Participant or Subscriber has (1) complied with this agreement and the MEIAR policies with respect to lockboxes; and (2) paid the fee established by MEIAR to replace a Key Card that is lost, stolen or damaged.
17. Right to Modify Rules, Fees, and Fines: MEIAR shall retain the right to modify the MEIAR / SentiLock Authorized User Agreement, rules, user fees and fines associated with the MEIAR lockbox services, from time to time as deemed necessary by the Board of Directors or MLS Committee of MEIAR.
18. Termination:
- a) Participants and Subscribers may terminate the use of the service by returning their SentiLock lockbox system, lock boxes, Key Card(s), and anything associated with the lockbox service to MEIAR. Non-renewal of MEIAR membership requires immediate return of SentiLock lockbox system, lockboxes, Key Card(s), and anything associated with the lockbox service to MEIAR.
 - b) MEIAR may refuse to lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors or MLS Committee, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
 - c) MEIAR may suspend the right of Participant or Subscriber to use lockbox keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board of Directors or MLS Committee, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.
19. Lockbox Fees and Penalties:
- a) A user fee may be assessed, per REALTOR® member or approved Affiliate member, for the lockbox service and is set by the MEIAR Board of Directors.
 - b) Key Cards may NOT be used by anyone other than the individual to whom the Key Card has been assigned. Allowing anyone other than the assigned Key Card holder to use the Key Card may result in a \$500.00 fine.

- c) Any individual who shows a property containing a SentiLock Lockbox must contact the listing broker/agent/office or use ShowingAssist 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 MEIAR MLS Service or ShowingAssist Service) to show the property without first contacting the listing broker. Subscriber is responsible for NOT accessing a MEIAR lockbox without proper confirmed appointments. Failure to adhere to this requirement may result in a \$100.00 fine.
- d) Defective Key Card will be replaced by MEIAR at no cost provided that the defective Key Card is returned to the Association office and verified to be defective by SentiLock tech support. Failure to appropriately protect the SentiLock Lockbox or Key Card will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox or Key Card.
- e) Failure to appropriately protect the SentiLock Lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox.
- f) Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing may result in a \$100.00 fine.
- g) A new member will be charged an issuance fee of \$50.00 and equipment charges previously listed upon signing this agreement.
- h) If the Participant / Subscriber fails to pay MEIAR by the specified date on any invoice for services MEIAR shall deactivate and terminate all of the Participant / Subscriber's services until the Participant / Subscriber has paid the total amounts due, including all service and reinstatement fees.
- i) One Day Codes may NOT be assigned to members of the public. Subscriber/Participant may NOT give a one day code that was assigned to Subscriber/Participant to the public. Failure to adhere to this requirement will result in a \$500.00 fine.
- j) Subscriber/Participant must accompany all members of the public during all showings and/or property accesses.

Subscriber (Agent):

Printed Name: _____

Signature: _____ Date: _____

Participant (Principal Broker):

Printed Name: _____ Office: _____

Signature: _____ Date: _____