



The Oakville, Milton
and District Real Estate Board

UNIVERSAL DATA SHARING APPLICATION & AGREEMENT

Effective December 1, 2009

Access

The website to access our MLS® System is: www.onmatrix.ca

UDSA Services include access to 2 years of residential and 4 years of commercial sold information. If you wish to place a listing on OMDREB MLS®, you may do so by using the 'Interboard' System at a separate cost.

Personal computer access codes and passwords are for the Authorized User's sole and exclusive use and disclosure to anyone is prohibited. Please be advised that the System tracks multiple log-ins. Security logs indicate any users who are logged into the System more than once at the same time. With this in mind remember to 'log-out' when you are finished and prior to logging in again, or you may be disconnected.

You are not permitted to advertise yourself as an Oakville, Milton Real Estate Agent.

Fee

The annual UDSA subscriber fee is \$_____ plus HST with renewal on the anniversary date of acceptance.

The quarterly UDSA subscriber fee is \$_____ plus HST per quarter.

Subscriber fees are non-refundable once application is accepted.

Renewal

Renewal payments are due on your annual anniversary date. If payment is not received by the anniversary due date, the UDSA subscription shall not be renewed and shall be deemed to have ceased without notice effective the anniversary due date.

Please submit or fax the completed application to:

The Oakville, Milton and District Real Estate Board
Membership Department
125 Navy Street, Oakville, ON L6J 2Z5

Email: membership@omdreb.on.ca

Tel: (905) 844-6491 ext. 110

Fax: (905)844-6699

If you require further assistance please contact the OMDREB Membership Department.

I hereby apply for computer access to The Oakville, Milton and District Real Estate Board. I understand that my computer access will cost \$_____ per calendar quarter or \$_____ per year. Attached please find a pre-authorized credit card payment form.

I have been provided with and agree to abide by The Oakville, Milton and District Real Estate Board's Rules and Regulations, Section 11.

Personal computer codes are for the sole use of the Member named below and disclosure to anyone is prohibited.

My Password is:

(must be alpha & numeric password – maximum of 8)

APPLICANT INFORMATION <i>Please print</i>			
RECO #			
Name:			
Signature			
Email			
Company			
Company Phone #		Company Fax #:	
REALTOR® Contact #			
BROKER ACKNOWLEDGEMENT			
Broker Name			
Office Address			
City			
Postal Code			
Signature			
Date			

Payment

- Cheque payable to The Oakville, Milton and District Real Estate Board
- Online with Credit Card* through OMDREB MyStore

Credit Card payments* (VISA & MasterCard) are only accepted online through the Realty Store.

To make payment online through the Realty Store please contact the Membership department to make arrangements for access.

UDSA Subscriber Agreement

For access to the MLS® data of the Oakville, Milton and District Real Estate Board

1. In making this subscriber application I agree to abide by the Oakville, Milton and District Real Estate Board's By-Law, MLS® Rules and Regulations and any other policies relating to the Multiple Listing Service®, and to limit my use of MLS® Data to authorized purposes. I understand that a copy of the Board MLS Rules and Regulations is available online at **www.ondreb.on.ca**. Any failure on my part not to review the Rules and Regulations will not relieve me of the obligation of complying with these rules and regulations.
2. I understand that as a condition of being an access Member I must at all time hold Membership as a broker or salesperson in a real estate board in Ontario that is a party to the current Universal Data Sharing Agreement (UDSA) among various Boards that are Members of OREA and confirm that as of this date I am a Member in good standing of _____ (Home Board). I agree to notify the Board immediately if my Membership is terminated for any reason whatsoever, or if I transfer to another firm and/or Board.
3. I acknowledge and agree that: MLS® Data includes any text, images or information gathered, compiled, stored or published as part of the Board Multiple Listing Service®, whether in computerized, electronic, printed or any other form; MLS® Data is owned by the Board and is protected by copyright and may not be altered or modified in any way whatsoever; MLS® Data is confidential and is provided only to assist me in representing my Principal or a specific identified customer in trade of real property; the sale or distribution of MLS® Data in any form is prohibited; MLS® Data may not be used for the purpose of creating a book or for the population of another listing service or other database; the construction of lists containing names and/or addresses derived or assembled from referencing MLS® Data for sale or distribution is prohibited; personal computer access codes and any programs provided by the Board to access MLS® Data are for my sole use, and disclosure or sale or redistribution to anyone is prohibited.
4. I acknowledge and agree that access to and use of MLS® Data is solely at the risk of the Subscriber and in no event shall the Board be liable for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® Data or the programs provided to access the MLS® Data.
5. I understand that the Board reserves the right in its sole discretion to deny access to its MLS® Data to any individual at any time for any reason. I understand that the Board may terminate this Subscriber Agreement without notice or explanation if, in the sole opinion of the Board, my use of its MLS® Data is unauthorized; that the termination of this Agreement does not release me from any obligations incurred or liabilities that have arisen in connection with this Agreement; and that this termination is in addition to the Board's right to pursue other remedies against me through my Home Board, in the courts or elsewhere.
6. I hereby consent to the Board collecting, retaining and using my personal information in this Agreement for all purposes in connection with this Agreement or the UDSA and making enquiries from time to time with any Board of which I am a Member, in order to verify my Membership status, and I authorize any such Board to provide the Oakville, Milton and District Real Estate Board with such verification.

7. I understand that my access to the Board's MLS® Data shall be limited to receiving MLS Data as contemplated in the UDSA and does not include all online or other services that may otherwise be available from time to time to Members of the Board.

I agree to notify the Oakville, Milton and District Real Estate Board immediately if my Board Membership is terminated for any reason whatsoever; or if I transfer to another firm and/or Board.

The Subscriber referred to in this Guarantee and Indemnity is:

Applicant's Name

Brokerage Name

Guarantor Signature – Broker of Record/Manager

Name and Title

Date

Subscriber acknowledges, confirms and agrees that this Guarantee and Indemnity is being delivered by the Guarantor to secure Subscriber's performance under this Application.

The Subscriber understands and accepts and agrees to abide by all provisions, terms and conditions set out in this Subscriber Application and Agreement.

Date

Signature of Applicant

Please return Subscriber Agreement and Payment to:

OMDREB – Membership Department
125 Navy Street, Oakville, ON L6J 2Z5

Email: membership@omdreb.on.ca

Tel: (905) 844-6491 ext. 110

OMDREB Office Use Only:

Authorized User: _____

Home Board: _____

Term of Agreement: _____

Your personal ID# is: _____

Please use the password you put on the application form.