

## Joint Access Member Agreement Form

*For the REALTORS® Association of Hamilton-Burlington (RAHB) and The Oakville, Milton, and District Real Estate Board (OMDREB)*

1. In making this Access application, I agree to abide by the Access Board's/Association's Bylaw, MLS® Rules and Regulations, and any other policies relating to the Multiple Listing Service® (MLS®), and to limit my use of MLS® Data to authorized purposes only. I understand that the Access Board's/Association's MLS® Rules and Regulations are posted on REALTOR Link® and a copy is available at the signatory Board/Association.
2. I understand that as a condition of being an Access Member, I must at all times hold membership as a Broker or Salesperson in a Real Estate Association/Board in Ontario, and confirm that as of this date, I am a member in good standing of the Signatory Association/Board shown below. I agree to notify the Access Board/Association immediately if my Board/Association membership is terminated for any reason whatsoever, or if I transfer to another firm and or Association/Board.
- 3 a) I acknowledge and agree that:
  - "MLS® Data" includes any text, images or information gathered, compiled, stored or published as part of the Access Board's/Association's MLS®, whether computerized, electronic, printed or other form;
  - MLS® Data is owned by the Access Board/Association 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 the 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 production 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 for any programs provided by the Access Board/Association to access MLS® Data are for my sole use, and disclosure or sale or redistribution to anyone is prohibited.
- b) "MLS® Data" does not include auxiliary services which may from time to time be available to the full membership.
4. I acknowledge and agree that access to and use of MLS® Data is solely at the risk of the Access Member and in no event shall the Access Board/Association 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 Access Board/Association 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 Access Board/Association may terminate this Access member agreement without notice or explanation if, in the sole opinion of the Access Board/Association, my use of its MLS® Data is unauthorized; that the termination of this agreement does not release me from my obligations incurred or liabilities that have arisen in connection with this agreement; and that this termination is in addition to the Access Board's/Association's right to pursue other remedies against me through my Signatory Board/Association, in the courts or elsewhere.
6. I understand that some Boards/Associations, including RAHB, operate under a system of presumed buyer agency while other Boards/ Associations operate under a system of presumed vendor sub-agency. I understand that Article 3, of the CREA standards of Business Practice requires that I disclose my agency representation in writing to all parties at the first point of substantial contact; that this disclosure requirement applies to sellers, buyers, and REALTORS®; and that disclosure is required whether or not an offer is ultimately accepted.
7. I acknowledge and agree that the **non-refundable quarterly fee will be renewed automatically one month in advance unless I advise my Board/Association in writing of my intent to discontinue.**

I understand that as an Access Member I am entitled to purchase MLS® Data in catalogue form or via computer at a fee to be determined by the Access Board's/Association's Directors from time to time. I understand that no portion of this fee is refundable, and that the full amount of the said fee plus any applicable taxes is payable in advance to the Access Board and must accompany this application. Applications may not be for less than one full calendar quarter.

I hereby subscribe to: ☐ RAHB ☐ OMDREB

**Computer Access: \$99.00 + 12.87 (HST) = \$111.87 per quarter**

**Password:** \_\_\_\_\_

(Must be alpha and numeric : minimum (6) up to a maximum (8) eight)

This password allows access to Account / Education history.

For RAHB - Your User ID will be the first five (5) letters of your last name followed by the first two letters (2) of your given name. Example: Frank Smith's User ID would be SMITHFR. All members must use their User ID to sign on to the Board's computer system, as well as the authenticator password and pin. OMDREB generates numeric User ID's.

**Website to logon to RAHB is:** <http://link.mlxchange.com>

**Website to logon to OMDREB is:** <http://onmatrix.ca>

To access the MLS® System:

**RAHB**

- 1) Enter your User ID
- 2) Authenticator Password
- 3) User PIN

**OMDREB**

- 1) Enter your User ID
- 2) User PIN
- 3) Authenticator Password

**Quarterly Sold Catalogues (RAHB) - \$8.50 (plus HST)**

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RAHB Members Guide (Roster & Cumulative Sales)

The above catalogue price is for pick up at the RAHB office. Delivery to your Board/Association will be subject to a \$15 charge per quarter. All fees are subject to any applicable taxes and may change without notice.

**Authenticators:**

**RAHB \$50** (inclusive of taxes)

[camrynh@rahb.ca](mailto:camrynh@rahb.ca)

**OMDREB \$56.50** (inclusive of taxes)

[membership@omdreb.on.ca](mailto:membership@omdreb.on.ca)

The MLS® Systems of RAHB & OMDREB have implemented Clareity Security System Authenticators, enabling members' safe access to MLS® database. As an access member you are required to purchase a non-refundable authenticator. **When you cease to be an active member this authenticator must be returned to RAHB and/or OMDREB.** If you already have a Clareity Authenticator, you are not obligated to purchase another one from either Association. We would ask that you **forward the serial number** on the back of the authenticator to: [authentication@rahb.ca](mailto:authentication@rahb.ca) & [membership@omdreb.on.ca](mailto:membership@omdreb.on.ca) It will take two business days from receiving your registration number before you can enroll the authenticator with our system.

**YES I have an Authenticator - Serial#:** \_\_\_\_\_ **4 Digit Pin #:** \_\_\_\_\_

***My signature below acknowledges that I have read and agree to comply with all of the above.***

**Please print**

Access Member Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
mm dd yy

Status: *please circle one*    Broker of Record    Manager/Broker    Salesperson

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Name: \_\_\_\_\_

Brokerage Address: \_\_\_\_\_

Brokerage Tel: \_\_\_\_\_

Brokerage Fax: \_\_\_\_\_

Broker of Record/Manager Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
mm dd yy

Signature: \_\_\_\_\_

Signatory Board/Association: \_\_\_\_\_

Signatory Approval: \_\_\_\_\_

Access amount: \$ \_\_\_\_\_

Authenticator amount: \_\_\_\_\_

Payment by: ☐ VISA    ☐ MASTER CARD    Name on card: \_\_\_\_\_

Card#: \_\_\_\_\_

CV#: \_\_\_\_\_  
(Last 3 digits on signature line)

Expiry date: \_\_\_\_/\_\_\_\_  
mm yy

Signature: \_\_\_\_\_

**Please return both pages to your Signatory Association/Board along with payment to the Association/Board**

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125 Navy Street, Oakville Ontario L6J 2Z5 T: 905.844.6491 F: 905.844.6699 E: [membership@omdreb.on.ca](mailto:membership@omdreb.on.ca) [www.omdeb.on.ca](http://www.omdeb.on.ca)

10/09 OMDREB - RAHB