TAHOE SIERRA MUTLIPLE LISTING SERVICE, INC CONFIDENTIALITY AGREEMENT AND LICENSING FORM

I HEREBY CERTIFY to the Tahoe Sierra Multiple Listing Service, Inc., a California Corporation, (hereinafter TSMLS) that I will have an enforceable written agreement with all owners of real property, which is the subject of any listing or change which I load (or cause to be loaded) into the MLS listing service. Said agreement will authorize me to submit this listing or any changes to TSMLS and further authorizes that the information can be published. I hereby agree to indemnify and hold harmless TSMLS against any claim or liability for publishing any information set forth.

By my signature bellow I attest that I am the Designated REALTOR, MLS Participant or REALTOR/ MLS Subscriber member of TSMLS. I hereby agree to use the licensed FNIS software and database, designed exclusively for TSMLS, in the manner and capacity prescribed in the TSMLS Rules & Regulations. I understand that providing access to the TSMLS database, licensed FNIS software or resulting data, to third parties is STRICTLY PROHIBITED. I hereby agree and acknowledge that the software licensed to me is for MY USE ONLY.

The penal code prohibits intentional unauthorized access or causing unauthorized access to a computer system. Violations of the penal code can result in criminal penalties. I understand that I may not disregard TSMLS security measures, give out my password, share the data, or allow unauthorized access to the TSMLS database or the licensed FNIS software designed exclusively for TSMLS. I understand that only the Designated REALTOR/MLS Participant, REALTOR/MLS Subscriber, or REGISTERED Assistant may access the TSMLS database.

Print or Type Member Name

Agent phone number

Website Address:

Requested Password: up to 8 characters (case sensitive)

I have read this entire agreement and agree to all its terms and conditions. Additionally, I acknowledge the current TSMLS By-Laws and Rules & Regulations are available on the TSMLS Governing Document page of <u>www.tahoemls.com</u> and agree to abide by these documents; failure to comply with the TSMLS Rules & Regulations will result in Fines as defined in current Rules & Regulations. I understand that all TTSMLS services are conditioned upon timely payment of my MLS Fees and miscellaneous charges.

All fees, fines, dues, and miscellaneous charges will be invoiced to the Broker of record and considered delinquent after 30 days. No additional individual notices of payments due will be made – accounts with balances in excess of 30 days, will be declared delinquent and MLS services for the Broker firm(s) suspended.

Fine Login Violations:

- REALTOR, MLS Subscriber, Registered Assistant
 - 1st occurrence disabled Login and \$100
 - Subsequent occurrence(s)- disabled Login, \$100.00 AND Disciplinary Action
- DESIGNATED REALTOR, MLS Participant, MLS Appraiser, Office Managers -
 - \circ 1st occurrence disabled Login and \$250
 - Subsequent occurrence(s)- disabled Login, \$250.00 AND Disciplinary Action

Signature :