



**GREATER TULSA ASSOCIATION of REALTORS®  
Application for REALTOR-ASSOCIATE® Membership**

I hereby apply for REALTOR-ASSOCIATE® Membership in the Greater Tulsa Association of REALTORS®, Inc. ("GTAR") and have made payment to GTAR for the application fee in the amount of \$\_\_\_\_\_ and for the GTAR annual dues (prorated) in the amount of \$\_\_\_\_\_ initial dues. The amount paid will be returned to me only in the event my application is not approved.

In the event of my election (approval of my application by the GTAR Board of Directors), I agree to abide by the Code of Ethics of the National Association of REALTORS® (which includes the duty to arbitrate), the Bylaws and Rules and Regulations of GTAR, and the Constitution, Bylaws and Rules and Regulations of the Oklahoma Association of REALTORS® and the National Association of REALTORS® ("NAR"). I further agree to satisfactorily complete any written examination required and complete the new member Code of Ethics Orientation. My membership may be terminated should I fail to timely complete all requirements set forth in the GTAR Bylaws and Rules and Regulations.

I acknowledge that if accepted as a member and I subsequently resigns from GTAR or otherwise cause my membership to terminate when an ethics complaint is pending, the Board of Directors may condition renewal of my membership upon my certification that I will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If I resign or otherwise cause my membership to terminate, I remain obligated to submit to arbitration any dispute that arose while I was a REALTOR-ASSOCIATE®.

Name \_\_\_\_\_

Office Name \_\_\_\_\_

Office Address: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Real Estate License # \_\_\_\_\_ Licensed/certified Appraiser  Yes  No License # \_\_\_\_\_

Residence Address \_\_\_\_\_ City & Zip Code \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Email \_\_\_\_\_

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®? \_\_\_\_\_

If yes, name of Association and type of membership held? \_\_\_\_\_

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? \_\_\_\_\_

*(If yes, provide details as an attachment)*

The last date (year) of completion of NAR's Code of Ethics training requirement. \_\_\_\_\_

Specialty: Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Other \_\_\_\_\_

How long with current real estate firm? \_\_\_\_\_

Previous real estate firms (List all and dates with each) \_\_\_\_\_

Number of years engaged in the real estate business? \_\_\_\_\_

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 my application for membership is accepted, I shall pay the fees and dues as from time to time established, all of which shall be nonrefundable. Payments to GTAR are not deductible as charitable contributions. You should consult your tax advisor to determine whether such payments be deductible as an ordinary and necessary business expense.

By signing below I consent that the REALTOR® Associations (Local, State, National) and their subsidiaries, may contact me at the address, telephone numbers, fax numbers, or email address listed above or any subsequent address, telephones numbers, fax number or email address that may be provided by me to GTAR.

Date: \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

Mike Baxter  
(Name of Sponsoring Broker)

I certify that the above individual is presently associated with my firm and recommend him/her for REALTOR-ASSOCIATE® membership in the Greater Tulsa Association of REALTORS®, Inc. I understand I will be personally responsible for the professional conduct of the individual while he/she is associated with my firm, and that I will be liable for any dues not paid the individual.

Date: \_\_\_\_\_ Signature of Broker \_\_\_\_\_



## MLS Technology, Inc.

### SENTRILOCK SENTRIKEY REAL ESTATE APP USER AGREEMENT

IT IS HEREBY AGREED between MLS Technology, Inc. ("MLS Tech"), and MLS PARTICIPANT \_\_\_\_\_ ("Participant") and MLS PARTICIPANT'S LICENSEE \_\_\_\_\_ ("Licensee") which is limited to a "User" or "Unlicensed Assistant" as those terms are expressly defined in the MLS Tech Bylaws.

1. **ACKNOWLEDGMENT:** Participant and Licensee each acknowledge they have downloaded and intend to use the SentiKey Real Estate App and further acknowledge their obligation to comply with the terms and conditions of the SentiKey Real Estate App License Agreement.
2. **TITLE TO SENTRIKEY:** Participant and Licensee each acknowledge that the SentiKey Real Estate App shall be the sole property of SentiLock.
3. **CURRENT UPDATE:** Participant and Licensee each acknowledges that updates to the SentiKey Real Estate App as developed by SentiLock must be promptly installed for the App to function properly.
4. **TERM OF AGREEMENT:** The term of this Agreement begins on the date written below. The rights of Participant and Licensee to use SentiKey shall terminate on the date the Participant's membership in MLS Tech is terminated. Licensee's right to use the SentiKey shall also terminate on the date Licensee ceases to be affiliated with Participant. Failure of the Participant or the Licensee to comply with the terms and conditions of this Agreement or the SentiKey Real Estate App License Agreement may result in the termination of this Agreement.
5. **SECURITY OF SENTRIKEY:** Participant and Licensee each acknowledge that it is necessary to maintain security of the device to prevent use of the SentiKey App by unauthorized persons. Participant and Licensee each agree to the followings:
  - a. To not allow his/her device on which the SentiKey App was downloaded to be used by any other person.
  - b. To promptly notify MLS Tech of the loss or theft of the device on which the SentiKey App was downloaded.
  - c. To follow all additional security procedures as adopted by MLS Tech or SentiLock.
6. **DISCIPLINARY ACTION:** Participant and Licensee each agree to be subject to the disciplinary rules and procedures of MLS Tech for violation of any provision of this Agreement. Discipline may include termination of the Participant's or Licensee's right to use the SentiKey App.
7. **INDEMNIFICATION:** Participant and Licensee each agree to indemnify and hold MLS Tech and all of its officers, directors, shareholders, staff and employees harmless from any and all losses, costs, expenses, claims, damages, injuries, accidents, or demands whatsoever resulting from loss, use or misuse of the SentiKey, including, but not limited to, any and all liabilities, including attorney's fees, incurred as a result of damage or injuries to property or persons arising out of or related to entry by any person into any property by the use of the SentiKey.
8. **REIMBURSEMENT:** Participant and Licensee each agree that, in the event MLS Tech shall prevail in any legal action brought by or against either the Participant or Licensee, or both, to enforce the terms of this Agreement, MLS Tech may be awarded reasonable attorney's fees in addition to any other relief awarded by the Court.
9. **GOVERNING LAW:** This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Oklahoma, and venue for any action shall be Tulsa County, State of Oklahoma.
10. **PARTIAL INVALIDITY:** If any provision of this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
11. **DISCLOSURE TO CLIENTS:** The Participant shall obtain written authorization from the owner of the property before placing a lockbox on the property and before the listing is inputted in MLS Tech's multiple listing service.

**12. PARTICIPANT'S RESPONSIBILITIES:**

- a. Participant warrants that Participant is both a licensed real estate broker and a Participant of MLS Tech.
- b. Participant warrants that Licensee either holds a valid real estate license or is an unlicensed assistant affiliated or associated with Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Licensee affiliated or associated with him/her and shall be responsible for the actions of the Licensee.
- d. Participant agrees to notify MLS Tech immediately, in writing, should the Licensee terminate his/her affiliation or association with Participant or in the event Licensee's license be transferred to another Participant.
- e. Participant agrees that he/she is jointly and severally liable, together with the Licensee, for all duties, responsibilities, obligations, liabilities and actions of the Licensee under this Agreement and understands that failure to follow the provisions of this Agreement may result in the loss of SentiKey App privileges and may result in MLS Tech terminating Participant's and Licensee's ability to use the SentiKey.

**13. ENTIRE AGREEMENT:**

This Agreement, together with any policies, rules and regulations adopted by SentiLock that may be amended from time to time, constitute the entire agreement between Participant, Licensee and MLS Tech with respect to the use of SentiLock SentiKey. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.

**Date of Agreement:** \_\_\_\_\_

MLS Technology, Inc.

By \_\_\_\_\_

Licensee \_\_\_\_\_

Participant \_\_\_\_\_  
(Authorized Signature)

# MLS TECHNOLOGY, INC.

## **MULTIPLE LISTING SERVICE PARTICIPANT/USER AGREEMENT**

This Multiple Listing Service Participant/User Agreement ("Agreement") is made as the date written below between MLS Technology, Inc. and the undersigned Participant or User. In consideration of the mutual covenants and conditions contained herein, and intending to be legally bound, the parties agree as follows:

### **1. Definitions.**

"**MLS Tech**" means MLS Technology, Inc. and its officers, directors, employees, agents, representatives and shareholders.

"**MLS Tech Policies**" means MLS Tech's Bylaws, Policies, Procedures, and Rules and Regulations, including all amendments thereto as may be made from time to time.

"**GTAR**" means the Greater Tulsa Association of REALTOR<sup>®</sup>, Inc., and its officers, directors, employees, agents, representatives and shareholders.

"**MLS**" means the Multiple Listing Service of MLS Tech as is defined in the MLS Tech Bylaws.

"**Participant**" means the REALTOR<sup>®</sup> member of GTAR or any other Board/Association of REALTORS<sup>®</sup>, or Nonmember, as such term is more specifically described in the MLS Tech Bylaws.

"**User**" means non-principal brokers, sales licensees, licensed and certified real estate appraisers and licensed trainee appraisers affiliated with a Participant, as such term is more specifically described in the MLS Tech's Bylaws.

"**P/U**" means Participant and User, or Participant or User.

"**P/U Contribution**" means all information, content and material that a P/U submits, contributes or inputs into the MLS, including any text and photographic or video image data.

**2. Grant of License.** MLS Tech hereby grants to P/U, a personal, revocable, nonexclusive, nontransferable license to access and use the MLS, conditioned on the continued compliance with this Agreement, MLS Tech Policies, GTAR Bylaws, the Oklahoma Real Estate Commission License Code and Rules, National Association of REALTORS<sup>®</sup> Code of Ethics, all of which as may be amended from time to time.

Access and use of the MLS is to (i) facilitate the dissemination of information to other P/U regarding the unilateral offers of compensation to other P/U; (ii) assist P/U in the listing, selling, and leasing of real property; (iii) enable P/U to prepare appraisals and other valuations of real property; and (iv) allow P/U engaging in real estate appraisal to contribute to a common database.

Access and use of the MLS also allows for the orderly correlation and dissemination of listing information among P/U

so that they may better serve their clients and the public.

**3. Modification to MLS.** MLS Tech may, but is not required to, modify the MLS, including removing information and making additional information available, and adding and removing system functions. MLS Tech is not required to, and does not review, edit, or exercise editorial control over the MLS or P/U Contribution. However, MLS Tech may, but is not required to, take any steps necessary in its sole discretion, including deleting the P/U Contribution or portions thereof, to avoid or remedy any violation of the MLS Tech Policies, any violation of law, or any infringement of intellectual property rights or copyright violation.

**4. ID and Password.** Access and use of the MLS requires the P/U to use a unique login information ("ID") and a password. The ID and password are assigned by MLS Tech. P/U may thereafter create a different password. The ID and password are to be used only by P/U to whom they are assigned. P/U are expressly prohibited from allowing or permitting the use of their ID and password at any time and for any reason by any other person, regardless of whether they are an agent, sales associate, employee, or vendor of the P/U.

P/U agree to immediately notify MLS Tech if they become aware of the loss or theft of their ID and password or any unauthorized use of their ID and password.

Actual or attempted unauthorized use of the MLS may result in criminal and/or civil prosecution by MLS Tech. Improper use by a P/U or the failure to comply with this Agreement and MLS Tech Policies may result in the immediate termination of this Agreement and disciplinary action as provided for in the MLS Tech Policies. MLS Tech has the right to view, monitor, and record activity on the MLS by any P/U, or any other party or person, at any time and without notice.

**5. Use Limitations.** P/U shall not, nor allow or permit any person or party to, modify, copy, download, distribute, transmit, reproduce, publish, license, transfer, sell, mirror, frame, or otherwise use any information, content or material from the MLS, except as expressly authorized by this Agreement or the MLS Tech Policies.

**6. No Guaranty.** MLS Tech does not guarantee the accuracy, quality or reliability of any information, content or material, contained on, distributed through, linked, downloaded, or otherwise accessed from MLS. Nothing contained in the MLS shall be construed or interpreted as the giving of legal or other

professional advice by MLS Tech.

**7. Confidentiality on the Internet.** Access to the MLS is through the Internet. Use of the Internet is at the sole risk of P/U, and is subject to applicable local, state, national, and international laws and regulations. While MLS Tech has taken reasonable measures for the MLS to be a secure and reliable site, the confidentiality of any communication or material transmitted to or from MLS is not guaranteed by MLS Tech.

**8. Links to Other Sites.** MLS Tech through the MLS may provide links, in its sole discretion, to other websites on the World Wide Web for the convenience of the P/U in locating related information and services. The websites have not been reviewed by MLS Tech and are maintained by third parties over which MLS Tech has no control. MLS Tech expressly disclaims any and all liability for any information, content, product, service or material described, offered, provided or advertised on such websites.

**9. Copyright.** All information, content and material on the MLS, including text, graphics, logos, button icons, images, and compilation (the collection, arrangement and assembly) of content is owned, copyrighted or licensed by MLS Tech and protected by all applicable laws. All software used on the MLS is owned or and licensed by MLS Tech, and its use is protected by all applicable laws.

P/U hereby represent and warrant to MLS Tech that (i) the P/U Contribution does not infringe on the copyright or other intellectual property rights of any third party; (ii) once the P/U Contribution has been added to the MLS by P/U, or on their behalf, that such information becomes proprietary information owed by MLS Tech and subject to protection under all applicable laws; and (iii) P/U has the written consent of any party necessary to provide the P/U Contribution to MLS and has the right to authorize the P/U Contribution be made a part of the MLS, be published anywhere the MLS is intended to be published, and be available for use by other P/Us.

The content and software on the MLS may only be used as permitted pursuant to this Agreement. Any other use, including the reproduction, modification, distribution, transmission, republication, or display of the information, content or material on the MLS is strictly prohibited.

**10. Events Beyond MLS Tech's Control.** MLS Tech will not be liable for any loss resulting from an action, event, occurrence or cause over which it does not have direct control, including but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or other natural disasters, strikes or other labor problems, wars, or governmental restrictions.

**11. Fees and Payment Terms.** P/U shall pay the fees as set forth on MLS Tech's schedule of fees. All fees paid are non-refundable. MLS Tech may amend its schedule of fees at any

time at its sole discretion. MLS Tech shall provide written notice to P/U at least thirty (30) days in advance of the effective date of any fee increase. If fees are not paid in accordance with the schedule of fees, MLS Tech shall have the right to suspend and terminate P/U's access to the MLS without notice.

**12. Term and Termination.**

(a) This Agreement shall continue on a month-to-month basis subject to the compliance by P/U with this Agreement, including the payment of fees.

(b) Either party may terminate this Agreement with or without cause upon thirty (30) written notice provided to the other party. MLS Tech may terminate this Agreement without notice if P/U fails to comply with this Agreement or the MLS Tech Policies.

(c) Upon termination or expiration of this Agreement (i) MLS Tech shall deactivate the ID and password of P/U, and P/U shall have not further access to MLS; (ii) P/U shall purge all copies of the copyrighted information, content or materials obtained from the MLS from P/U's computers; and (iii) all licenses granted hereunder to P/U shall immediately terminate.

**13. Warranty Disclaimers and Limitation of Liability.**

P/U assumes the sole and entire risk of the use and reliance on the information, content and material on the MLS. MLS Tech provides all information, content and materials contained on the MLS on an "AS IS," "AS AVAILABLE" basis.

MLS Tech makes no warranty or representation, expressed or implied, that the MLS access will be uninterrupted or error-free or about the suitability, legality, or accuracy of the information, content and materials described or contained in the MLS. All information, content and materials in the MLS is provided without warranty of any kind, including all implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement, and all such warranties are hereby expressly disclaimed and excluded.

In no event shall MLS Tech be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the MLS or with the delay or inability to use the MLS, or for any information, content and materials obtained through the MLS, or otherwise arising out of the utilization of the MLS, whether based on contract, tort, strict liability, or otherwise, even if MLS Tech has been advised of the possibility of damages. In no event shall MLS Tech's liability to P/U for any reason whatsoever related to use of the MLS or arising out of this Agreement exceed the sum of One Hundred Dollars (\$100.00).

**14. Indemnity.** P/U agrees to indemnify and hold harmless MLS Tech and its respective affiliates, officers, directors, shareholders, legal representatives, employees, successors, assigns, and agents from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from P/U's use of the MLS, including the placing of any P/U Contribution on the MLS.

**15. Dispute Resolution.**

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. The parties hereby agree that any legal action concerning this Agreement, the relationship, rights or obligations of the parties, or in any way involving matters between the parties arising under or related to this Agreement shall be brought in a State or Federal court in the County of Tulsa, State of Oklahoma. Each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

(b) P/U acknowledge and agree that the MLS is confidential and proprietary information owed by MLS Tech and that in the event there is an unauthorized disclosure of such information by P/U no remedy at law will be adequate. P/U therefore agree that in the event of an unauthorized disclosure or use of the MLS, MLS Tech may obtain injunctive relief, without the necessity of a posting of a bond, in addition to all other available remedies at law.

(c) Each party to this Agreement agrees that any action or proceeding, whether arising in contract, tort, or otherwise, to enforce or defend any rights under or relating to this Agreement, or any amendment, instrument, document or agreement delivered or which may in the future be

delivered in connection with this Agreement, or arising from any course of conduct, course of dealing, statements (whether verbal or written), actions of any of the parties to this Agreement or any other relationship existing in connection with this Agreement, shall be tried before a court and not before a jury.

(d) In an action brought to enforce this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such action.

**16. Waiver.** Failure to insist on strict compliance with this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by MLS Tech of any right under this Agreement will be deemed to be either a waiver of any other such right or provision or a waiver of that same right or provision at any other time.

**17. Notice.** All notices required under this Agreement shall be in writing and shall be delivered in person, or sent by email, facsimile, or express overnight delivery to the address set forth below or any other address a party provides written notice of.

**18. Severability.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect.

**Participant/Users**

SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

**MLS Technology, Inc.**

Mike Cotrill, CEO  
11505 East 43<sup>rd</sup> Street  
Tulsa, Oklahoma 74147-0325  
Fax Number 918-663-8815  
Email: MemberServices@tulsarealtors.com

By: \_\_\_\_\_

Date \_\_\_\_\_

Mike Cotrill, CEO