



**The Lake Havasu Association of REALTORS®**  
**The Lake Havasu Association of REALTORS® Multiple Listing Service**  
**MLS Participation Agreement**

I, \_\_\_\_\_, Designated REALTOR®/Broker (Participant) and the real estate firm of \_\_\_\_\_, (Firm) request participation in The Lake Havasu Association of REALTORS® Multiple Listing Service (MLS).

In requesting participation, I agree that both the Firm and the Designated REALTOR®/Broker will be responsible for all fees assessed to Participant, and any user fees which are due and payable for individual services rendered, as set forth in the fee schedule available to Participant. I understand, as the Designated REALTOR®/Broker, I am responsible for all licensees in my office and the licensees that access the MLS system through my participation. The Firm also agrees that it is jointly and severally liable for all service fees incurred by the Firm and/or by said licensees and it is further understood that all **MLS Fees are non-refundable**.

Participant and Firm agree to indemnify and hold MLS harmless from all claims and liability relating to Participant and Firm's use of the MLS system and services.

As a Participant, I have read, understand, and agree to abide by the MLS Bylaws and MLS Rules and Regulations. Additionally, I understand that the information obtained from MLS is confidential proprietary market information which is available only to Participants of the MLS. I agree that I only will provide access to or information from the MLS in accordance with the MLS Bylaws and MLS Rules and Regulations. Violation of this provision is a violation of the MLS Bylaws and MLS Rules and Regulations, and is subject to a fine or any other sanction provided for in the MLS Bylaws and/or MLS Rules and Regulations.

All data and photos submitted to the MLS becomes the property of The Lake Havasu Association of REALTORS® Multiple Listing Service. However, this does not restrict a Participants ability to use the data/photos. As a Participant, I further acknowledge that all data available to Participant through the MLS service and system is provided "as is" and neither MLS nor its data supplier makes any warranties, express or implied, as to its merchantability or fitness for a particular purpose. As a Participant, I agree to utilize all data received by the MLS in accordance with the MLS Rules and Regulations. Designated REALTOR®/Broker is hereby notified that all data obtained from the MLS Computer System is federally copyrighted. Providing MLS information to unauthorized recipients may be a copyright violation. Any violation of said copyright will be prosecuted to the fullest extent of the law.

As a Participant, I authorize all licensees in my office to have access to the MLS computer system through my office or their own personal computer equipment.

This Participation Agreement may be terminated upon written notice to the MLS and can be terminated by the MLS in accordance with the MLS Bylaws and MLS Rules and Regulations. Upon termination, I understand all active listings will be released from the MLS system and all data obtained from the MLS must be immediately destroyed (except those records required to be kept by law) or holder of said data will be in violation of the federal copyright.

Due to the serious nature of this agreement, I agree to review with each licensee in my office the potential consequences of a violation of the MLS Bylaws and/or MLS Rules and Regulations, particularly as it relates to the unauthorized dissemination of MLS copyrighted information.

\_\_\_\_\_  
Designated REALTOR® / Broker (*signature*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name