



## TRANSFER AGENT CHECK LIST

*The FORMER Broker needs to...*

- Complete and sign NWMLS Form 122A "Agent/Assistant/Clerical Change" when an agent is transferring to another office.
- Submit Form 122A to NWMLS no later than 5 days of the transfer. You may fax the form to 425-821-3705 or 1-888-821-3705. Allow 24 hours for processing.

*The NEW Broker needs to...*

- Give the transferring agent the appropriate completed and signed forms (80, 81, 114), and instruct him/her in how to use them.

*Agents need to bring to your NWMLS office or fax to (888) 821-3705*

- Form 114 - Subscription Agreement
- Forms 80, 81 - signed by the NEW broker
- Form 124 - Misc. Order Form (for \$10 Key Transfer) or pay over phone by calling (800) 541-0455.

*What you need...*

- Form 122A - Agent /Assistant/Clerical Change Form
- Form 114 - Subscription Agreement (for SuperKey & Keyboxes)
- Form 80 - Password Non-Disclosure Agreement
- Form 81 - Listing Input Authorization (if needed or desired)
- Form 124 - Misc. Order Form
- Valid ID

*Rev.01/10*

**AGENT/AGENT ASSISTANT/CLERICAL CHANGES**

Date: \_\_\_\_\_

Office Name: \_\_\_\_\_ NWMLS Office ID#: \_\_\_\_\_

**Use this form to add or delete** licensed agent, agent assistant and or clerical staff as required by Rule 75.  
 Fax to NWMLS Kirkland office at 1-888-821-3705.

1. **Add** new persons to your office list, and **delete** people no longer with your office.
2. **Changes** should be made the same day a licensed agent, agent assistant or clerical staff joins or leaves your office.
3. To avoid double entries in the database, please provide us with the exact spelling of the name as on license; no nicknames please.
4. **\*Email address is mandatory.** A paper statement fee will be assessed on all incomplete or invalid email addresses.

ADD / DELETE	NAME AND BILLING EMAIL  (Spell name exactly as on license)	CLASSIFICATION  Agent/Clerical/ Agent Assistant	LICENSED		NEW	*REQUEST FOR 2ND LAG #	LAG #
			Yes	No			
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <input type="checkbox"/>	Name: _____ *Billing Email: _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

- Note:**
- a.) **Do not use this form** unless there have been changes since your last report.
  - b.) **Do not use this form** to request a dues exemption. **Use NWMLS Form 121.**
  - c.) **Do not use this form** to add or delete Designated Broker or Branch Broker. **Use NWMLS Form 111.**
  - d.) **When adding a first time subscriber:** DO NOT fax Forms 80 (Password Non-Disclosure) & 81 (Listing Input Authorization). New users must bring forms signed by the member broker to the Essentials of Locator and Listing Input classes to gain database access and listing privileges.
- When transferring or requesting a 2nd Lag Number:**
- e.) Be sure to submit a new Password Non-Disclosure Form 80 and if applicable, Listing Input Authorization Form 81 to continue your online access rights.\*
  - f.) A new Subscription Agreement, Form 114 must be processed in person by keyholder at any NWMLS office to continue key service.

Authorized by Broker: \_\_\_\_\_ Date: \_\_\_\_\_



**SUBSCRIPTION AGREEMENT**  
(Including Payment and Collection Agreements)

**PAYMENT AGREEMENT**

- 1. AGREEMENT TO PAY.** Subscriber agrees to pay NWMLS all dues, and any other charges, fees, fines and penalties owed NWMLS pursuant to NWMLS's then current Bylaws and Rules.
- 2. SEMI-ANNUAL BILLING.** NWMLS bills will be issued to Subscriber by the 5th day of May and November of each year and payment will be due by the 25th of such month. A late fee will be assessed to all late payments and interest will accrue at the rate of 1.5% per month.
- 3. SYSTEMS SUSPENSION.** NWMLS will automatically suspend system services to the Subscriber if Subscriber's account is not paid in full by the 15th day of the second month following billing. NWMLS's semi-annual dues are based on uninterrupted payment of dues. Thus, if reinstatement is allowed, it will be conditioned upon payment of a reinstatement fee and Subscriber's entire account balance, including all unpaid dues, late fees and other charges. NWMLS will continue to bill Subscriber during the period of suspension.
- 4. ATTORNEYS' FEES.** In the event that it is necessary for NWMLS to commence any legal proceedings against Subscriber, or any other person, to enforce this Agreement, Subscriber agrees that jurisdiction and venue shall lie in King County Superior Court and to pay all costs incurred by NWMLS in connection therewith, together with reasonable attorneys' fees and costs.

**LICENSE AND KEYBOX SYSTEM AGREEMENT**

If this box is checked, the parties agree to the following provisions:

- 1. KEY AGREEMENT.** NWMLS hereby grants to Subscriber a limited and revocable license to use a Supra Key ("Key") and associated systems in connection with Subscriber's normal, customary, and lawful activities as a real estate salesperson or appraiser licensed with a NWMLS Member Broker or Associate Appraiser Member. Subscriber's license to use the Key is expressly conditioned on Subscriber's compliance with all terms and conditions set forth below as well as NWMLS's Bylaws and Rules as they presently exist and may be adopted or amended in the future.
- 2. TERM.** The term shall be for one (1) year. The annual renewal date is May 1 of each year. Unless previously terminated by NWMLS, the term of this Agreement shall be automatically renewed annually provided there has been compliance with all other provisions hereof.
- 3. KEY RECEIPT.** Subscriber hereby acknowledges receipt of the above-numbered Key.
- 4. PIN RECEIPT.** Subscriber hereby acknowledges receipt of a Personal Identification Number (PIN) to be used with the Key. Subscriber agrees not to disclose the PIN to anyone without the prior written consent of NWMLS. Subscriber agrees that subscriber's PIN will never be attached to the Key.
- 5. NWMLS DOES NOT OWN KEY.** Subscriber acknowledges that the Key is not the property of NWMLS and Subscriber's right to the use and possession of the Key is limited by and pursuant to the terms of Subscriber's separate agreement with Supra, which Subscriber agrees to abide by. Subscriber agrees that NWMLS is Supra's limited agent with regard to the Key and associated systems pursuant to an Administration and Network Services Agreement and NWMLS makes no warranty to Subscriber regarding any Key.

Subscriber Initials \_\_\_\_\_ Date \_\_\_\_\_

- 6. RETURN OF KEY ON DEMAND.** Broker or Associate Appraiser Member and Subscriber agree to immediately, on demand, and regardless of the reason therefore, return the Key to NWMLS. Failure to return the Key, immediately on demand, constitutes a conclusive presumption that the Key has been loaned, and shall subject the Broker or Associate Appraiser Member and Subscriber to fines and other penalties. Subscriber agrees to immediately return the Key, on demand, to Broker or Associate Appraiser Member.
- 7. RETURN OF KEY ON CHANGE OF LICENSE.** Subscriber agrees that in the event of the release of Subscriber's license from Broker or Associate Appraiser Member; or suspension or revocation of Subscriber's license; Subscriber will immediately return the Key to Broker or Associate Appraiser Member or NWMLS. In addition, Subscriber agrees to return to Broker or Associate Appraiser Member all house keys in his possession belonging to the Broker's clients, Broker or Associate Appraiser Member. Subscriber agrees that in the event of a transfer of Subscriber's license from Broker or Associate Member, Subscriber shall notify NWMLS of such transfer and NWMLS will reissue the Key under a new Subscription Agreement pursuant to NWMLS's then current Bylaws and Rules.
- 8. CONSEQUENCES OF FAILURE TO RETURN KEY.** IN THE EVENT SUBSCRIBER FAILS TO RETURN THE KEY AS PROVIDED ABOVE, EITHER BROKER OR NWMLS (AS APPLICABLE) MAY, IN ADDITION TO SEEKING ANY OTHER LEGAL OR EQUITABLE RELIEF (WHICH SUBSCRIBER AGREES MAY BE ISSUED WITHOUT BOND) NOTIFY ANY GOVERNMENTAL AUTHORITIES OR LAW ENFORCEMENT OFFICIALS THAT THE HOLDER HAS CRIMINALLY CONVERTED THE KEY, AND REQUEST (INCLUDING SIGNING A CRIMINAL COMPLAINT) THAT APPROPRIATE ACTION BE TAKEN TO RECOVER THE KEY (INCLUDING CRIMINAL PROCEEDINGS). SUBSCRIBER RELEASES NWMLS, BROKER, AND ANY GOVERNMENT AUTHORITIES AND LAW ENFORCEMENT AGENCIES, INCLUDING OFFICIALS OR OFFICERS THEREOF FROM ANY LIABILITY RESULTING FROM SUCH CONDUCT.
- 9. NO RIGHT OF PRIVACY.** Subscriber acknowledges that Subscriber has no right of privacy related to the use of the Key. NWMLS may use reports of Subscriber's Key use in discipline and arbitration proceedings and for any other matter and may distribute the reports to third parties in NWMLS's discretion.
- 10. NO LOAN OF KEY.** Subscriber shall not loan the Key to any person whomsoever, for any period of time. The foregoing includes loans to appraisers, mortgage and utility company employees, builders, other brokers and salespersons (including those in Subscriber's own office), purchasers, sellers and anyone else.
- 11. LOSS OF KEY.** Subscriber agrees that if the Key is lost, Subscriber will execute a sworn affidavit as to all the facts surrounding such loss and containing any information required by NWMLS. Subscriber further agrees, at the request of NWMLS, to make a loss report to any municipal authorities or law enforcement officials. The failure of Subscriber to execute such affidavit, or make such loss report, shall constitute a conclusive presumption that the Key has been loaned.
- 12. FINE AND DAMAGES.** In the event of loan of the Key or any other violation of this Agreement, Subscriber agrees to immediately pay to NWMLS a fine of up to \$5,000 as determined in the discretion of NWMLS in addition to any other remedies available to NWMLS.

Subscriber Initials \_\_\_\_\_ Date \_\_\_\_\_



### PASSWORD NON-DISCLOSURE AGREEMENT

Name of User: \_\_\_\_\_ User ID # \_\_\_\_\_ Password \_\_\_\_\_  
(Print/Type) (LAG # issued by NWMLS)

User Category:

- Broker       Branch Manager       Clerical Activities Person (employed by Member Broker)
  - Agent       Assistant - Licensed       Assistant - Not Licensed       Appraiser
- LAG # of agent you assist: \_\_\_\_\_ LAG # of agent you assist: \_\_\_\_\_

Member Office Name \_\_\_\_\_ NWMLS Office # \_\_\_\_\_  
(Print/Type)

The user identified above by name and user ID # ("User"), the member office with whom User is associated ("Member") and Northwest Multiple Listing Service ("NWMLS") hereby agree as follows:

**1. Agreement Not To Disclose.** Member and User acknowledge registration of password, in association with their User ID number for use by User in connection with the NWMLS On-Line System, owned and operated by NWMLS. Said password may be changed from time to time by User at User's option. User agrees not to disclose said password to any third party whomever (including but not limited to another member, a person associated with another member or any other person associated with the Member's office) and acknowledge that any disclosure will seriously jeopardize the security of the entire system and cause irreparable injury to NWMLS, its members and all other Users.

**2. Penalties.** In the event of any disclosure and/or use of the password by anyone other than User, an automatic fine of \$500 may be assessed by NWMLS against Member. In addition, disciplinary action may be taken against Member which may result in an additional fine and in User's being deprived of use of a password for the NWMLS On-Line System for a specified period of time. Member agrees to pay any such fines and User agrees to deprivation of use of a password for a specified period of time due to breach of this Agreement by User. User agrees to reimburse Member for any fines assessed against Member for breach of this Agreement by User. Any automatic fine which may be assessed against Member may be waived only by action of the Board of Directors of NWMLS. The prevailing party in any suit arising out of this Agreement shall be entitled to reasonable attorney's fees.

**3. Security and Surveillance of the NWMLS On-Line System.** NWMLS maintains close 24 hour security and surveillance on use by password holders of the NWMLS On-Line System which will detect multiple use of passwords.

Date: \_\_\_\_\_

User: \_\_\_\_\_  
(Signature)

Broker/Member Appraiser: \_\_\_\_\_  
(Signature)

Broker/Member Appraiser: \_\_\_\_\_  
(Type/Print)

Northwest Multiple Listing Service

By: \_\_\_\_\_  
President and CEO

Trainer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## LISTING INPUT AUTHORIZATION for NWMLS' Online System

Name of User: \_\_\_\_\_ User ID #/LAG #: \_\_\_\_\_

Member Office Name: \_\_\_\_\_

Office Phone No.: \_\_\_\_\_ NWMLS Office No.: \_\_\_\_\_

### INSTRUCTIONS:

1. This form, when signed by the Broker, is authority for the person named above to attend NWMLS' on-line Listing Input ("LIP") training course.

2. On satisfactory completion of the LIP course, NWMLS will permit the person named above to perform the functions shown below:

Add listings

Change listings

Change status of listings

Report Name Option (Clerical/Assistant only)

User Category:

Broker     Branch Manager     Clerical Activities Person (employed by Member Broker)

Agent     Assistant - Licensed     Assistant - Not Licensed

LAG # of agent you assist: \_\_\_\_\_ LAG # of agent you assist: \_\_\_\_\_

3. Access to LIP will not be permitted until this form is signed by the User and by the Broker, and is presented to NWMLS at the end of the training course. Please complete the signature sections below:

User: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

I understand that the above authority will continue until such time as I notify NWMLS to cancel this person's access.

I authorize the above person to access the NWMLS listing input functions shown above.

Member Broker: \_\_\_\_\_  
(Print Broker Name)

Member Broker: \_\_\_\_\_ Date: \_\_\_\_\_  
(Broker Signature)

4. Bring this form when you attend the LIP training course. The training instructor will sign this form at the end of the course.

Trainer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### NWMLS Miscellaneous Order Form

Item	Quantity	Price/Item	Total Bef. Tax	Tax	Total Due	
<input type="checkbox"/> <b>Double Listing</b> LN: _____  <b>Check One:</b> <input type="checkbox"/> <b>2<sup>nd</sup> Property type</b> <small>(2nd PT input sheets must accompany this request.)</small>  <input type="checkbox"/> <b>2<sup>nd</sup> Area</b> Area #: _____ Community: _____				N/A		
<input type="checkbox"/> <b>Key Transfer</b>				N/A		
<input type="checkbox"/> <b>Dues</b>				N/A		
<input type="checkbox"/> <b>Other:</b> Description _____				*		
* Please add sales tax if applicable					<b>TOTAL:</b>	

Email receipt requested

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#### NWMLS Payment Options

Agent Name: \_\_\_\_\_ (required)      LAG# \_\_\_\_\_      Date: \_\_\_\_\_

Check       Check Number: \_\_\_\_\_      Amount Paid: \_\_\_\_\_

Visa       MasterCard

Card Number: \_\_\_\_\_      Exp.: \_\_\_\_ / \_\_\_\_      Amount Paid: \_\_\_\_\_

\_\_\_\_\_  
 Print Name on Card

\_\_\_\_\_  
 Signature

Staff Initial: \_\_\_\_\_