ValleyMLS.com, Inc.
Assistant REPLACEMENT REQUEST for Broker Load/Assume Identity

The qualifying broker/responsible member and the individual listed below wish to make application for the individual as an assistant in the Multiple Listing Service of ValleyMLS.com, Inc. Please email completed form to MLS Support: mlssupport@valleymls.com.

_____ _____ _____
First Name MI Last Name

_____ _____
Cell Phone # Email Address

I am requesting to replace the following assistant for MLS Access :

_____ _____
Departing Assistant's Name MLS ID to be transferred

As (*check one*):

☐ **A licensed Assistant > Real Estate License #_____**
☐ **An unlicensed Assistant** ☐ **An Appraiser Office Assistant**
☐ **An Assistant in a Public Service Office (i.e., Tax Assessor, Revenue Dept, etc.)**
☐ **Photographer Assistant** ☐ **Other _____**

_____ _____
New Assistant Signature Date

Office Mailing Address:

_____ _____ _____ _____
Street Number/Name City State Zip

_____ _____
Office Name MLS Office ID

Type of MLS access requested: (Check one)

☐ Broker Load / Assume Identity for one REALTOR _____ _____
REALTOR Name MLS Agent ID

☐ Broker Load / Assume Identity for all REALTORS in office

☐ Broker Load / Assume Identity for all REALTORS in office with branch offices
**List all branch office MLS Office ID codes _____/ _____/ _____ /_____

IMPORTANT REMINDER: Required Signatures Needed:

The Qualifying Broker of the office will need to sign this form for Licensed and/or unlicensed Assistants and Appraisers office.

The Responsible member will need to sign this form if applying for Photographer or Public Service assistant type.

_____	_____
Qualifying Broker/ or Resp Member PRINTED Name	**Qualifying Broker/ or Resp Member SIGNATURE**

LISTING INPUT TRAINING	
Listing Input & Maintenance	These five (5) trainings videos will teach you how to input a listing. Listing Photos Validate Map Upload Docs

Participant (Qualifying Broker) must read and sign below for Broker Load Access for Licensed Assistant.

Fees: Licensed assistants may apply for MLS access and pay the annual fees as outlined in the ValleyMLS policy for assistants. The annual fee as of 2023 is **$570.00**.

The ***unlicensed*** assistant may apply for MLS access and shall pay the annual fee of $300, as outlined in the ValleyMLS policy for assistants.

Certification: *By signing below, the participant hereby certifies that the licensed assistant will not list or show **any** property. If found in violation, the Participant will be fined $2000 plus all fees due. Additionally, the current reduced fee will no longer be waived. The fees will be calculated from the date of the annual application.

Signature of Participant (Broker) Date

ValleyMLS.com STAFF ONLY

- ☐ **Ck AREC**
- ☐ **Ck Paragon**
- ☐ **Create Login**
- ☐ **Tie to agent they are assisting**
- ☐ **Email Sent**
- ☐ **Staff Initials_____**
- ☐ **Date_____**

TERMS OF SERVICE (ASSISTANT)

These Terms of Service ("**Agreement**") are made between Assistant, Qualifying Broker/Responsible Member, and ValleyMLS.com, Inc. ("**ValleyMLS**"). "**Assistant**" and "**Qualifying Broker/Responsible Member**" are the individuals listed on the Assistant Application for Broker Load/Assume Identity form ("**Form**"). Assistant is permitted access to the MLS database and software ("**ValleyMLS System**") on behalf of Qualifying Broker/Responsible Member subject to the terms of this Agreement.

By signing the Form and below, Assistant and Qualifying Broker/Responsible Member agree to the following terms.

1. **License to MLS System**. In consideration of payment of MLS fees and subject to the ValleyMLS rules, regulations, procedures, and policies ("**Rules**") and this Agreement, ValleyMLS grants to Assistant a revocable, limited, nonexclusive license to access and use to the ValleyMLS System during the term of this Agreement. This is a non-exclusive license, and not a sale, assignment or exclusive license. All rights not expressly granted in this Agreement are reserved for ValleyMLS.
2. **Use limited**. Assistant may use the ValleyMLS System solely for the purpose listed on the Form on behalf of Qualifying Broker/Responsible Member; no other use is permitted. The license granted in this Agreement may be revoked by ValleyMLS immediately, without notice, if Assistant: (i) uses the MLS System, including any content therein for any purpose other than as set forth in this Agreement; (ii) discloses any of the MLS content available on the ValleyMLS System to any third party, except as permitted in this Agreement or the Rules; or (iii) provides access to the ValleyMLS System to any third party.
3. **Prohibited Use**. Assistant agrees to NOT use the ValleyMLS System: (i) in any manner that could damage, disable, overburden, or impair the ValleyMLS System or interfere with any other party's use and enjoyment of the ValleyMLS System; (ii) for any purpose that infringes any intellectual property or privacy rights; (iii) to send unsolicited bulk or commercial messages; (iv) to conduct any systematic or automated data collection activities; (v) to impersonate any person or entity, falsify any sender address, forge anyone's identity, or perform any other fraudulent activity; (vi) to attempt to or actually circumvent the ValleyMLS System's security or any means to control access to the ValleyMLS System; or (vii) in violation of any applicable federal, state, or provincial law, regulation, or ordinance.
4. **ValleyMLS Rules**. Assistant shall comply with the ValleyMLS Rules at all times. In the event of a perceived conflict between the Rules and this Agreement, the Rules shall govern. The current version of the Rules are available HERE. The Rules, as they are revised from time to time, are incorporated into this Agreement by reference. ValleyMLS may in its sole discretion amend and revise the Rules as provided in such Rules.
5. **Qualifying Broker/Responsible Member role**. Qualifying Broker/Responsible Member is surety for all of Assistant's obligations under this Agreement. Qualifying Broker/Responsible Member is responsible for monitoring Assistant's performance and ensuring
6. **Confidentiality**. Assistant shall maintain the confidentiality of the access credential issued to her/him (e.g., user ID, password), and the ValleyMLS System. Assistant may not provide access credentials or other access to the ValleyMLS System to any third party. Assistant and Qualifying Broker/Responsible Member shall remain responsible for any violations of this Agreement or the Rules by any such third party gaining access to the ValleyMLS System through any actions on Assistant's part. Unauthorized access of the ValleyMLS System shall be viewed as a violation of the MLS membership duties and responsibilities and shall cause Assistant to be subject to disciplinary action set forth by the MLS Board of Directors. *Refer to the ValleyMLS penalty policy for sharing your MLS credentials.*
7. **Editorial control**. ValleyMLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the ValleyMLS System or any MLS content; and use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, ValleyMLS may take any steps necessary in its judgment, including deleting or revising MLS content submitted by Assistant, or portions of it, to avoid or remedy any violation of law or infringement of intellectual property right. Additionally, ValleyMLS shall have the right to alter and/or remove metadata and copyright management information contained in the Assistant's contribution.

8. **License from Assistant**. Assistant grants to ValleyMLS a non-exclusive, perpetual, world-wide, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform, and license (including sublicenses through multiple tiers) all data that Assistant submits, contributes, or inputs into the ValleyMLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the ACC which is defined below (the "**Assistant Contribution**").
9. **Assistant Contribution Warranties**. Assistant warrants that (i) she/he has the authority to grant the license described herein and has the written consent of any party necessary to provide the Assistant Contribution to ValleyMLS; (ii) the Assistant Contribution complies with the Rules in all respects; (iii) the Assistant Contribution is accurate and correct in all respects; (iv) the Assistant Contribution does not infringe or violate any intellectual property rights or proprietary rights of any third party; (v) there is no claim, litigation or proceeding pending or threatened with respect to the Assistant Contribution; and (vi) the Assistant Contribution is in compliance with any applicable laws, including but not limited to Fair Housing and RESPA laws.
10. **Other terms**. Pursuant to the Rules, all selection, coordination, and arrangement by Assistant of listing information submitted, contributed, or input in the ValleyMLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the ValleyMLS System ("**ACC**") shall be a work made for hire by Assistant for the benefit of ValleyMLS, and Assistant agrees that ValleyMLS is the author of those works for purposes of copyright. In the event the ACC cannot be a work for hire, then Assistant assigns all rights and interests in the ACC to ValleyMLS. The ACC does not include original text or photographs.
11. **Fees**. This Agreement is at all times conditioned upon the payment of the fees and any other amounts due to or assessed by ValleyMLS. Failure to pay all fees and other amounts will result in immediate termination of this Agreement and of all accesses and licenses hereunder, without notice. There shall be no refund or proration of any fees upon the termination of this Agreement or the termination of Assistant's right to use the ValleyMLS System.
12. **Term and termination**. This Agreement shall commence when approved by ValleyMLS on the date indicated above and will continue until (i) Assistant ceases to be affiliated with Qualifying Broker/Responsible Member; (ii) Assistant fail to pay fees or other amounts due in accordance with applicable payment policies; (iii) Assistant fails to comply with this Agreement or the Rules; or (iv) by any party upon 30 days' notice to the other parties.
13. **Events upon termination**. Promptly upon any termination or expiration of this Agreement, (i) ValleyMLS shall deactivate Assistant's access credentials, and Assistant shall have no further access to the ValleyMLS System; (ii) Assistant shall purge all copies of the MLS content from her/his personal computers; and (iii) all licenses granted hereunder shall immediately terminate, except the license to the Assistant Contribution in Section 7.
14. **DISCLAIMER OF WARRANTIES**. VALLEYMLS PROVIDES THE VALLEYMLS SYSTEM AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE," BASIS. USE OF THE VALLEYMLS SYSTEM AND THE MLS CONTENT AVAILABLE THROUGH IT ARE AT YOUR SOLE RISK. VALLEYMLS MAKES NO WARRANTY THAT THE VALLEYMLS SYSTEM WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS. VALLEYMLS AND ITS LICENSORS MAKE NO WARRANTY TO ASSISTANT AS TO THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE VALLEYMLS SYSTEM. VALLEYMLS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE VALLEYMLS SYSTEM AND THE MLS INFORMATION AVAILABLE THROUGH IT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **LIMITATIONS AND EXCLUSIONS OF LIABILITY**. VALLEYMLS SHALL NOT BE LIABLE TO ASSISTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM: THE USE OF, OR INABILITY TO USE, THE VALLEYMLS SYSTEM OR ANY OF THE MLS INFORMATION AVAILABLE ON IT, OR RELIANCE BY ASSISTANT OR ANY CONSUMER ON ANY INFORMATION OBTAINED THROUGH USE OF THE VALLEYMLS SYSTEM; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE VALLEYMLS SYSTEM; OR VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OF, DESTRUCTION OF,

OR UNAUTHORIZED ACCESS TO THE VALLEYMLS SYSTEM OR RELATED INFORMATION, RECORDS OR PROGRAMS.

16. **MAXIMUM AGGREGATE LIABILITY**. IN NO EVENT SHALL THE LIABILITY OF VALLEYMLS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR ASSISTANT'S USE OF OR INABILITY TO USE THE VALLEYMLS SYSTEM EXCEED THE AGGREGATE AMOUNT PAID BY ASSISTANT OR ON ASSISTANT'S BEHALF TO VALLEYMLS AS FEES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
17. **Indemnification.** Assistant and Qualifying Broker/Responsible Member will defend, indemnify and hold ValleyMLS harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in connection with any claim, demand, action or proceeding initiated by any third party against ValleyMLS arising from any of Assistant's acts, including without limitation (i) putting inaccurate information into the ValleyMLS System; (ii) making, or allowing another person to make, unauthorized use of Assistant's System credentials; (iii) making unauthorized use of the ValleyMLS System, or the MLS content; (iv) infringing any proprietary or contract right of any third party; or (v) violating this Agreement, any other agreement, any of the Rules or any law. The liability of Assistant and Qualifying Broker/Responsible Member under this provision is joint and several.
18. **Acknowledgment**. Assistant and Qualifying Broker/Responsible Member acknowledge that ValleyMLS, has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain of this Agreement.
19. **Legal fees**. In the event of any legal action, arbitration, or informal dispute resolution proceeding (an "Action") with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the Action.
20. **Governing law; venue**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama applicable to contacts made and performed in Alabama without reference to its choice of law provisions. The parties agree to submit any disputes or claims under this Agreement to the jurisdiction and venue of the state and federal courts sitting in Madison County, Alabama.
21. **Assignment**. Assistant and Qualifying Broker/Responsible Member may not assign or delegate this Agreement or any rights, obligations or duties hereunder. Any purported assignment or delegation in violation of this section shall be void.
22. **Severability**. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.
23. **Modifications to Agreement**. ValleyMLS may, in its sole discretion, condition future access to the ValleyMLS System on Assistant's and Qualifying Broker/Responsible Member's acceptance of modified versions of this Agreement. Assistant and Qualifying Broker/Responsible Member expressly consent to the execution of amendments by electronic means (such as web site "click through" agreements). ValleyMLS may amend this Agreement by providing 30 days' advance notice of the amendment. If Assistant continues to use the ValleyMLS System after the expiration of the 30-day notice period, Assistant and Qualifying Broker/Responsible Member will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.
24. **Integration; Survival**. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Sections 5, 7 - 9, and 12 - 23 in their entirety shall survive any termination or expiration of this Agreement.

_____ _____

Assistant Signature **Date**

_____ _____

Qualifying Broker/ or Resp Member Signature **Date**