



Web: www.statewidemls.com
www.riliving.com

100 Bignall Street
Warwick, Rhode Island 02888
Ph: (401) 785-9898
Fax: (401) 941-5320

REPLACEMENT Agreement to Participate in the State-Wide Multiple Listing Service, Inc.

The following is a: (please check)

Effective Date: _____

COMPANY NAME CHANGE ONLY (no fee)

New Name of Firm: _____

Address of Firm: _____

City: _____ State: _____ Zip: _____

Mailing Address if different: _____

Telephone #: _____ Fax #: _____

Designated Broker (please print) _____

Designated Broker's signature: _____

Office Code: (MLS use) _____ Previous Firm Name (MLS use) : _____

CHANGE IN DESIGNATED BROKER/PARTICIPANT (\$25.00 fee) - *please also sign attached Guaranty Agreement*

New Designated Broker/Participant (please print) _____

Office: _____

Home Address: _____

Home telephone: _____ Published in MLS: ___Y ___N

Office Code: _____ Previous DR: _____

Real Estate Licenses held by New Participant:

License #: _____ State: _____ Type: ___ Broker ___ Appraiser Exp. Date ___/___/___

License #: _____ State: _____ Type: ___ Broker ___ Appraiser Exp. Date ___/___/___

Local Board of REALTORS signed Certification: (or attach a letter of good standing from Local Board)

I, _____, Title: _____

Of: _____ (local board) do certify that the above individual is an active member in good standing in said Local Board of REALTORS.

Local Board address: _____

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MLS GUARANTY AGREEMENT

Participant's Agreement to be Bound: I, being sole proprietor, duly authorized corporate officer, or partner of the above Firm, (Participant) and also being individually, an active REALTOR member of the _____ Board of REALTORS, do hereby agree to participate in the State-Wide Multiple Listing Service, Inc. (the "Service") until such agreement is terminated by written notice to the Service 30 days in advance of said disassociation.

I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures. (For Brokers Only)

The Participant agrees that the Participant and all members of Participant's firm (defined as licensed real estate brokers, salespersons, licensed or certified appraisers who are employed by or affiliated as independent contractors with, or who are otherwise licensed with the Participant) will be members of and comply with the Rules and Regulations and policies of the Service as established or amended from time to time, copies of which have been made available to the Participant.

The Participant agrees, on behalf of the Participant's firm, that the Firm shall unconditionally guaranty to the Service, the punctual payment of all fees, costs and service charges incurred in the use of the Firm's service by the Participant or by any of the Participant's officers, agents or members (defined in the MLS Rules and Regulations as Participants, Subscribers and Users). Invoices for all dues, fees, charges and fines for the Firm will be sent to the Participant with whom the ultimate liability and responsibility for timely payment rests.

Should the Participant's firm disassociate from the Service for any reason, the Participant agrees that the Participant's firm shall pay all charges incurred by the Participant and the Participant's office during the participation by the Firm in the Service and that all unpaid charges shall be due and payable in full immediately upon the disassociation of the Participant's office. The Participant represents and warrants that the Participant has the authority to bind the Firm and its affiliated licensees and members to this agreement.

The undersigned jointly and severally represent and warrant to MLS (the Service) that the undersigned constitute the principal broker of the Firm and all of the stockholders of the Firm (if a corporation) or of the partners of the Firm (if a partnership). The undersigned and each of them, jointly and severally, hereby agree to abide by the bylaws and rules and regulations of MLS (the Service), as the same may be amended from time to time.

Dates this _____ day of _____, 20____

Principal Broker -Printed

____/____/_____
Tax ID Number

Principal Broker- Signed

Stockholder/Partner -Printed

____/____/_____
Tax ID Number

Stockholder/Partner -Signed



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SUBSCRIBERS AFFILIATED WITH THE PARTICIPANT’S OFFICE

_____ The following licensees are employed by, affiliated with or otherwise licensed with the Participant:

Please attach a copy of the license for each of the MLS subscribers listed below

Name (please print)

License number

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ **OR- There are no other licensees associated with my office at this time**

Subject to verification by the RI Department of Business Regulation

Designated Broker’s signature attesting to the truth of the information on this agreement

____/____/____
Date