



Application for Membership - Individuals

I _____ (name as it appears on your RECO registration; this is the name that will appear in Board records and on your listings) apply for membership in the OTTAWA REAL ESTATE BOARD with the **Firm** _____ in which I hold the position of

☐

Principal Broker

☐

Broker

☐

Salesperson

RECO Registration No.* _____ Expiry Date of Registration _____
(Please attach copy)

*If the Registration No. is received by telephone from RECO, written confirmation of receipt of registration is required from the Principal Broker or Manager of Applicant

☐

Letter Attached

Branch Address _____

Postal Code _____ Bus. Phone No. _____ Fax No. _____

I give the Board permission to use the following business contact information on my MLS® listings and for public use:

E-Mail Address _____ Direct Telephone No. _____
(In addition to firm's telephone number. If a direct telephone number is not provided, the default is the brokerage telephone number)

WebAddress: _____

I have been engaged in Real Estate since _____ and a Real Estate Broker or Principal Broker since _____

In the last 24 months I was a member of another Real Estate Board(s)

☐

Yes

☐

No

(If Yes, provide the name(s) of Board(s) _____

I am currently a member of another Real Estate Board(s).

☐

Yes

☐

No

(If Yes, provide the name(s) of Board(s) _____

I HAVE READ, UNDERSTAND, AND AGREE TO THE FOLLOWING. I ACKNOWLEDGE THAT THE FOLLOWING STATEMENTS, AUTHORIZATIONS AND CONSENTS FORM PART OF THIS MEMBERSHIP APPLICATION AND ARE LEGALLY BINDING ON ME.

A. GENERAL MEMBERSHIP CONDITIONS

Initials

I am aware that this application is also an application for membership in the Ontario Real Estate Association (OREA) and the Canadian Real Estate Association (CREA) and I agree that if accepted as a member of the Ottawa Real Estate Board ("OREB" or the "Board"), such fees and dues as are assessed by these associations will be collected from me by the Board and remitted on my behalf, unless I am a member of another real estate board which is already collecting such fees and dues.

If accepted as a member, I agree to be bound by the Letters Patent (as amended from time to time), By-Laws, Rules and Regulations and Policies of OREB and the REALTOR® Code of the Canadian Real Estate Association adopted by OREB, a copy of which is available to download from OREB's public website www.oreb.ca.

In making application for membership I waive all claims against OREB, its Officers, Directors and any and all Members arising out of any act in connection with the considered rejection or acceptance of this application.

I agree that all decisions of the Board of Directors shall be final and conclusive.

I acknowledge that membership in OREB is personal and cannot be sold, transferred or assigned, unless otherwise permitted in writing by the Board of Directors of OREB, in its sole discretion.

I acknowledge that it is a right of membership to attend Annual Meetings of OREB.

I acknowledge that, while I am a member of the Board, all communications from the Board will be forwarded to me at either the e-mail address I have provided or to the address of the firm as provided above.

I acknowledge this application will not be processed if I am in arrears of any amounts or payments due to the Board according to the Board's By-Laws or the Rules and Regulations, or any other real estate board in Ontario; and I confirm that I am not in arrears of any amounts or payments due to the Board or any other real estate board in Ontario.

B. BOARD OWNERSHIP

Initials

The Board is the owner of the copyright in the MLS® database including the database compilation (the selection and arrangement of listings) and the listing compilation (the selection and arrangement of the individual elements which constitute a listing).

I have no rights to the Board's database, the database compilation, the listing compilation, or the content, and by becoming a member of the Board shall in no way be construed as granting or conveying any such rights to me.

The right to reproduce, download or otherwise use the database compilation or listing compilation is limited to the specific uses permitted by the Board.

I will comply with, observe and be bound by all restrictions, copyright notices or other limitations on access to the Board's database as may be adopted by the Board from time to time.

I will not challenge or take action inconsistent with the Board's ownership rights.

The MLS®, Multiple Listing Service®, REALTOR®, REALTORS® and associated marks and logos are trademarks owned by CREA and used under license by the Board. Any use or display of these marks by me must comply with CREA's Rules, Regulations and Policies. I will not challenge the validity or ownership of the CREA Marks, nor claim any right to use or register any initials, word or design that is identical with or similar to the Marks.

C. GRANT OF LICENSE

Initials

In submitting listing information to the Board, I grant to the Board a non-exclusive and non-transferable, royalty-free license to use the listing information in such manner as determined by the Board.

I grant to the Board an exclusive license in copyright in the listing information for the purpose of permitting the Board to commence litigation to prevent an infringement of the copyright in the Board's database compilation and listing compilation.

D. LIMITATION OF LIABILITY

Initials

I agree that the Board shall not be responsible for any indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® Database including but not limited to computer failure or interruption, or negligence.

E. DASHBOARD USE

Initials

I agree that the User ID and Password that I use to access the OREB Dashboard are solely for my use and will not be divulged to any other person. Sharing of credentials is strictly prohibited - failure to comply will result in the termination of privileges.

F. PRIVACY AND CONFIDENTIALITY_____
Initials

I acknowledge and agree that the submission of this membership application constitutes my consent to the collection, use and disclosure of the information submitted in this Membership Application and any other personal information about me collected by OREB during the course of my membership, including production (sales information).

I understand that the collection, use and limited disclosure of any personal information will only be for the purposes of fulfilling OREB's mandate, including the provision of services, products and information to me by OREB, or any organization authorized by OREB, and only in a manner consistent with OREB's Privacy Policy, a copy of which is available to download from OREB's public website www.oreb.ca.

I understand that OREB may disclose to brokerages the Personal Information of brokers and sales representatives to allow them to analyze MLS® information for management or employment purposes or to improve or develop new services or programs. Such disclosures will be limited to information about transactions involving the brokers or sales representatives.

I understand that I may access my personal information held by OREB and may submit comments on or corrections to such information for inclusion with my personal information subject to applicable laws and with specific exceptions to protect the privacy of third parties,

I have provided all information truthfully on this application form, and if accepted into membership, I agree to conform to all the requirements and obligations of the Ottawa Real Estate Board. I consent to the verification of any or all of the above given information.

☐ Miss ☐ Ms. ☐ Mrs. ☐ Mr. Date of Birth M: ____ D: ____ Y: ____
Gender: M / F / NB

Name (as it appears on your RECO registration) _____

Home Address (Street Name, Apt.) _____

City, Province _____ Postal Code _____

Date _____ Applicant's Signature _____

Principal Broker or Manager Member's Signature _____

Applicant has my permission to broker load listings and changes Yes No _____
Initials

Board Use Only:

Nonrefundable Fee of \$ _____ paid by:

☐ Personal Cheque ☐ Firm Cheque
☐ Credit Card (Visa/MC) ☐ Debit Card ☐ Cash

Photo Identification Presented: _____

I will observe the requirements of the *Personal Information Protection and Electronic Documents Act* and any successor legislation, any legislation of similar effect and in accordance with any other applicable laws in the Province of Ontario or such other province as my business may be conducted.

I acknowledge that I may have access to information that is confidential, and I agree not to disclose the confidential information to any third party and will not use any confidential information for any purpose other than for the performance of my obligations in connection with my membership in the Board.

I agree to use all reasonable efforts to protect all confidential information from unauthorized access, distribution, copying or use.

I agree to establish and maintain effective security procedures to prevent unauthorized access to the information and I agree to promptly provide notice to the Board about any accidental or unauthorized access to or disclosure of any information.

G. SUSPENSION OF ACCESS_____
Initials

In the event that the Board believes in its sole discretion that I have breached any term or condition of this membership application, the Board may, in addition to any other rights it may have, immediately suspend my access to the Board's database until the breach has been remediated.



Ottawa Real Estate Board

Auto Debit Form

The Auto Debit Service will be used to pay all your charges from the Board (i.e. monthly invoices; purchases of supplies; etc). Please fill out the appropriate section below and send it to accounting@oreb.ca. If you have any questions regarding the Auto-Debit Service contact us at 613-225-2240 ext 229.

SECTION FOR WITHDRAWAL FROM YOUR BANK ACCOUNT

(Your bank account will be debited on the 2nd last business day of the month for the amount on your online invoice)

I _____
(Print Member Name)

authorize the Ottawa Real Estate Board to debit my Account # _____
(Bank Account #)

Held at: _____
(Name of Financial Institution and Branch Address)

on a monthly basis beginning _____
(Month & Year you wish automatic deductions to begin)

I have read and understood the terms of this authorization and the Board's Privacy Policy. I enclose a cheque marked VOID for verification purposes.

(Signature of Account Holder) (Date)

Should you wish to terminate the auto debit service, notification must be provided in writing no less than 5 business days prior to that month's due date.

SECTION FOR AUTOMATIC CHARGE TO A CREDIT CARD

(Your credit card will be charged on the due date specified on your monthly online invoice)

I _____
(Print Member Name)

authorize the Ottawa Real Estate Board to charge my _____ VISA _____ MasterCard
Card # _____ Expiry Date _____

on a monthly basis beginning _____
(Month & Year you wish automatic charges to begin)

I have read and understood the terms of this authorization and the Board's Privacy Policy.

(Signature of Credit Card Holder) (Date)

PRIVACY:

When you provide the Board with Personal Information, you consent and agree to the collection, use and disclosure of Personal Information from or about you and your right to access and correct data as described in OREB's Privacy Policy. You also consent and agree to the acceptance of the risks concerning the transmission of information to the Board as per OREB's Privacy Policy, which is posted on www.RealtorLink.ca.

The information provided by members for the Auto Debit Service is only used for that purpose and is only accessible to Board staff who administer the Service.



eKEY Software Lease Agreement

page 1 of 4

The Keyholder and Organization agree as follows:

1. LICENSE AGREEMENT

a. **eKEY Professional or Basic Software.** If selected, the Organization grants to the Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables the Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

b. **Network.** The Organization grants to the Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which the Organization licenses from Chubb Fire & Security Canada Inc (formerly UTC Fire & Security Canada Inc)("Supra"), which is necessary for the use and operation of the eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

2. SERVICE

a. The Software, the equipment incorporated in the iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."

b. The Keyholder understands that, in order to make the Service available to the Keyholder, the Organization and Supra entered into a Master Agreement that provides the terms under which UTCFSC will provide the Service to the Organization. **The Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to the Keyholder and this Agreement will terminate in accordance with Section 12 below. The Keyholder agrees that, under the terms of the Master Agreement, the Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of the Keyholder and the Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between the Keyholder and the Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. The Keyholder understands that failure of the Organization to perform its obligations under the Master Agreement may detrimentally affect the Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to the Organization. If Supra discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment is lost, destroyed or damaged, the Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. The Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of the Organization and/or its MLS system. By executing this Agreement, the Keyholder agrees to maintain the security of the personal identification number of each piece of the Equipment to prevent the use of the Equipment by unauthorized persons. The Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. **TERM** This Agreement shall commence on the date set forth in the signature block and have a term ("Term") until the date set forth on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

a. **DURING THE TERM OF THIS AGREEMENT, THE KEYHOLDER SHALL PAY TO THE ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY THE ORGANIZATION. THE KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 13.**

b. The Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. The Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.



eKEY Software Lease Agreement

page 2 of 4

5. **TITLE AND USE**

The Keyholder hereby acknowledges and agrees that the Service, including all its components, and the Software, are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

6. **RETURN OF SOFTWARE**

- a. At the expiration of the Term or upon termination of this Agreement, Keyholder, at Keyholder's expense and risk shall immediately delete such Software from all devices or computers.

7. **REPRESENTATIONS AND COVENANTS**

The Keyholder covenants and agrees that:

- a. If the Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against the Organization and/or Supra relating to such misuse, the Keyholder agrees to indemnify, defend and hold harmless the Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by the Organization and/or Supra in such proceeding.

- b. **Neither the Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not the Keyholder has been advised of the possibility of such damages.**

- c. The Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

- d. The Keyholder will provide the Organization and Supra with written notice of any legal proceeding or arbitration in which the Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after the Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

8. **DEFAULT**

- a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to the Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

- b. An Event of Default by the Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. **RIGHTS AND REMEDIES**

- a. Upon the occurrence of an Event of Default by the Keyholder, the Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:

- i. Terminate this Agreement and demand the return of any Software to the Organization;
- ii. Terminate one or both of the Keyholder's sub-licenses to use the Network and to use the Software;
- iii. Direct Supra to deactivate the Keyholder's access to the Service or any component of the Service;
- iv. Bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or
- v. Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by the Organization in connection with the exercise of its rights and remedies under this Agreement.

- b. Upon the occurrence of an Event of Default by the Organization or termination of this Agreement, all of the Keyholder's obligations under this Agreement shall terminate, except that the Keyholder shall be required to return the Software to the Organization (or delete such Software) and to pay the Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return or destroy the Software.



eKEY Software Lease Agreement

page 3 of 4

c. If the Organization deactivates the Service because of a default by the Keyholder under this Agreement, but does not otherwise terminate this Agreement, the Keyholder will be entitled to seek to have the Service reactivated. In order to do so, the

Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by the Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, the Organization shall direct Supra to reactivate the Software within twenty-four (24) hours.

d. In the event that the Organization institutes any action for the collection of amounts due and payable hereunder, the Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys' fees incurred by the Organization in connection with collecting under this Agreement. The Keyholder expressly waives all rights to possession or use of the Service or the Software or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. The Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. The Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. NOTICES

All notices hereunder shall be sent by (i) the Organization's courier delivery service, or (ii) facsimile, or (iii) e-mail, or (iv) overnight delivery service, to the party being notified at its address set forth in the Organization's records. Notices shall be deemed to have been delivered when received, if sent by the Organization's courier service, facsimile or e-mail, or one (1) day after the day deposited with an overnight delivery service.

11. TERMINATION

a. The Keyholder may terminate this Agreement at any time by returning the Software to Organization or deleting the Software from all devices and computer and paying Organization any amounts owing prior to such termination, including any Stem Fees owing prior to such termination which remain unpaid. Upon termination, system fees which would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. The Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by the Organization under the Master Agreement or an upgrade of the Service by the Organization. Upon termination, the Keyholder shall be obligated to satisfy the obligations in Section 9(a).

c. Any unused portion of the System Fee for use of the Service previously paid shall be forfeited by Keyholder and Keyholder shall not be entitled to a refund.

12. WARRANTY

The Equipment is warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming equipment for the term of the Agreement. The Keyholder must return any defective system component under warranty to the Organization at the Keyholder's sole cost and expense and the Organization shall provide all repaired or replacement Equipment to the Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of Software. The Keyholder agrees to cooperate with the Organization and Supra by performing diagnostic tests provided to the Keyholder when the Keyholder initially seeks warranty service.

13. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between the Organization and the Keyholder relating to the Agreement of Software and use of the Service.

b. Provided that the Keyholder has returned to the Organization all equipment previously leased or licensed by the Organization to the Keyholder, all prior agreements between the Organization and the Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement shall be effective and binding upon the parties hereto when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. This Agreement shall be amended only by a written agreement signed by Organization and Keyholder.

e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to waiver of any other or subsequent breach.

f. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

g. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

h. This Agreement shall be governed by the laws of the Province of Ontario.

i. This Agreement shall be binding upon and inure to the benefit of the Organization, and its successors and assigns, and the Keyholder and its permitted successors and assigns.



eKEY Software Lease Agreement

page 4 of 4

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the set forth in the preamble.

KEYHOLDER

OTTAWA REAL ESTATE BOARD

BY: _____

BY: *n Christy*

TITLE: Chief Executive Officer

PRINT NAME: _____

FIRM NAME: _____

DATE: _____

TERM OF AGREEMENT

The term of this Agreement commences on the date set forth above and ends on November 10, 2025 unless terminated earlier as provided in Section 11.