



# Welcome to Sierra Nevada REALTORS®!

We are pleased that you are interested in joining Sierra Nevada REALTORS® (SNR). Membership with SNR opens the door to a wide variety of services and opportunities that are available nowhere else. It also carries with it financial and ethical responsibilities designed to enhance the professionalism of the industry. The application and induction process is a relatively simple one; however, there are some procedures and policies with which you should be familiar.

If you have any questions regarding the process and/or fees please contact a SNR team member at 775-823-8800 or [info@rsar.realtor](mailto:info@rsar.realtor).

## **Application Checklist**

- 1) SNR Applicant Information
- 2) SNR Application Acknowledgement *including Brokers' signature*
- 3) Northern Nevada Regional MLS Membership Application *including Brokers' signature*
- 4) Northern Nevada Regional MLS Key Agreement *including Brokers' signature*
- 5) Form of Payment for all applicable processing fees and dues *(see Annual Dues Schedule)*

Once all five elements of your application has been received and processed, your application will be reviewed by and published for consideration by all SNR Members. If there are no objections, your name will be submitted to the Board of Directors for membership approval.

Please be aware, application for membership must be received by SNR within 10 business days of the Broker's receipt of your license from the Real Estate Division. Failure to submit your application within 10 business days shall result in a \$45 late fee assessment.

## **New Member Orientation Requirement**

Orientation courses are conducted a minimum of six times per year.

You **must** attend the one-day **Mandatory SNR Orientation** within the next **two** Orientation sessions immediately following application. Following Orientation you will be formally inducted into the Sierra Nevada REALTORS®.

If you are late or miss any of the mandatory course segments, you will be required to make up the entire segment the next time it is offered. **NOTE:** Failure to complete the required Orientation Courses within the specified time frame will result in the forfeiture of your application fees and you will be required to reapply for membership and does not relieve you of your obligation to attend Orientation.

Please check with the Association office to confirm the next available session.

## **Membership Classifications**

1. **Primary Designated REALTOR® Membership:** Licensed real estate broker licensee or real estate appraiser, not currently affiliated with another REALTOR® Board/Association.
2. **Primary REALTOR® Membership:** Licensee in the state of Nevada who is affiliated with a current SNR member office, but does not hold current membership in another Board/Association.
3. **Secondary Designated REALTOR® Membership:** Designated REALTOR® who is currently a primary member of another Board/Association who also chooses to be a member of SNR. You must include a letter from your primary Board/Association verifying payment of current annual dues and no outstanding Ethics or Arbitration issues.
4. **Secondary REALTOR® Membership:** REALTOR® who is currently a primary member of another Board/Association who also chooses to be a member of SNR. You must include a letter from your primary Board/Association verifying payment of current annual dues and no outstanding Ethics or Arbitration issues. *Note: Your Broker must hold primary or secondary membership with SNR in order for you to qualify for secondary membership.*



# 2023 Annual Dues Schedule

## Annual Pro-Rated Dues Schedule (Please refer to the month you are joining)

	January	February	March	April	May	June
National Association of REALTORS®:	\$150.00	\$137.50	\$125.00	\$112.50	\$100.00	\$87.50
NAR Awareness Campaign ( <b>Required</b> ):	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Nevada REALTORS®:	\$210.00	\$192.50	\$175.00	\$157.50	\$140.00	\$122.50
Sierra Nevada REALTORS®:	\$325.00	\$297.92	\$270.83	\$243.75	\$216.67	\$189.58
<b>Total</b>	<b>\$730.00</b>	<b>\$672.92</b>	<b>\$615.83</b>	<b>\$558.75</b>	<b>\$501.67</b>	<b>\$444.58</b>

  

	July	August	September	October	November	December
National Association of REALTORS®:	\$75.00	\$62.50	\$50.00	\$37.50	\$25.00	\$12.50
NAR Awareness Campaign ( <b>Required</b> ):	\$45.00	\$45.00	\$35.00	\$35.00	\$35.00	\$35.00
Nevada REALTORS®:	\$105.00	\$87.50	\$70.00	\$52.50	\$35.00	\$17.50
Sierra Nevada REALTORS®:	\$162.50	\$135.42	\$273.33	\$216.25	\$159.17	\$102.08
<b>Total</b>	<b>\$387.50</b>	<b>\$330.42</b>	<b>\$273.33</b>	<b>\$216.25</b>	<b>\$159.17</b>	<b>\$102.08</b>

### New Primary Member Fee Calculation

Annual Dues (Above)	\$ _____
NVR Processing Fee	\$ 200.00
SNR Application Fee	\$ 570.00
Broker Only Office Set-Up Fee	\$ 500.00

### New Secondary Members Fee Calculation

Annual Dues (Above)	\$ _____
NVR Processing Fee	\$ 200.00
(If Primary board is outside of NV)	
SNR Application Fee	\$ 265.00
Broker Only Office Set-Up Fee	\$ 500.00

### Optional Items

Supra Ekey Mobile \$ 100.00

### IRS Code Disclosure Requirements

In accordance with the disclosure requirements of IRS Code section 6033(e), the following is nondeductible for income tax purposes due to lobbying activities conducted for the benefit of its members:

National dues \$57.00

State dues \$42.00

Local dues \$15.00

### Refund of Annual or Pro-Rated Dues and/or Application Fees

1. There shall be no refund of National, State or Local Dues.
2. There shall be no refund of the application fees once Orientation has begun.
3. If an application is withdrawn (in writing) prior to attending any segment of Orientation, \$100 of the SNR Application fee shall be retained by the Association to defray administrative costs of establishing the licensee as a member of the Association.



# Sierra Nevada REALTORS® - Applicant Information Form

Lic #  B.  BS.  S.  A. \_\_\_\_\_ / / \_\_\_\_\_ / / \_\_\_\_\_  
Exp. Date Additional Lic. Type/# Exp. Date

Full Name on License \_\_\_\_\_ Preferred Pronoun  He/Him  She/Her  Ze/Zir  
Preferred Name \_\_\_\_\_ Day and Month of Birth \_\_\_\_\_ / \_\_\_\_\_  
Home Address \_\_\_\_\_ Office Name \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Office Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ City/State/Zip \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Cell Phone \_\_\_\_\_ Office Phone \_\_\_\_\_  
Email \_\_\_\_\_ Office Direct Line \_\_\_\_\_  
Web address www. \_\_\_\_\_ Office Fax \_\_\_\_\_

Preferred Mailing  Home  Office Preferred Phone  Cell  Home  Office  Direct Line  
Social Media  Facebook  Instagram  LinkedIn  Twitter

- 1) Are you fluent in a foreign language?  No  Yes, fluent in \_\_\_\_\_
- 2) Lockbox Key:  EKey iPhone OR  EKey Droid Lockbox Key 4 digit pin code \_\_\_\_\_
- 3) Are you now, or have you ever been, a member of a REALTOR® Association?  No  Yes

If "Yes" Please complete the following.

A. Name of REALTOR® Association \_\_\_\_\_

B. NRDS (National REALTOR® Data System) Number \_\_\_\_\_

C.  Active or  Inactive (inactive date: \_\_\_\_\_)

D. If active, will you be retaining your membership there?  No  Yes

E. If yes, please indicate your desired membership status at SNR:  
 Primary - Local, State, National dues paid to SNR  
 Secondary In-State - Local dues paid to SNR  
 Secondary Out-of-State - Local and State dues paid to SNR

A letter of good standing and proof of current dues paid must be provided for Secondary membership.

F. Do you hold any NAR Designations or Certifications (i.e. CRS, CCIM)? \_\_\_\_\_

G. Have you been found in violation of the Code of Ethics or other membership duties in any REALTOR® Association in the past three (3) years or are there any such complaints pending?  No  Yes (If yes, please attach details)

I understand that by providing the Sierra Nevada REALTORS® my email and cell phone, I consent to receive communications sent from the Sierra Nevada REALTORS®, the Nevada Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS® via email and text messages as noted above. I understand that standard text messaging rates will apply to any messages received from SNR. I agree not to hold SNR liable for any electronic messaging charges or fees generated by this service.

\_\_\_\_\_ (Initial Here) OR \_\_\_\_\_ (Initial Here) I agree to everything above EXCLUDING text messages.

**To Be Completed By Staff** Date \_\_\_\_\_ Member Type:  DR  R  DRS  RS  NM

Member ID# \_\_\_\_\_ Agent NRDS # \_\_\_\_\_  
Office ID# \_\_\_\_\_ Office NRDS # \_\_\_\_\_  
App Fee \$ \_\_\_\_\_ NAR \$ \_\_\_\_\_ State \$ \_\_\_\_\_ Local \$ \_\_\_\_\_ Key Lease \$ \_\_\_\_\_  
Office Setup \$ \_\_\_\_\_ Total Amount Received \$ \_\_\_\_\_ Payment  Card  Check # \_\_\_\_\_

**Orientation 8:30 am—4:30 pm** on \_\_\_\_\_ or \_\_\_\_\_

BOD/Newsletter  Rap  \$  Orientation  S  M1  MLS  Email  Scan  Transmitted \_\_\_\_\_  Dues



## Sierra Nevada REALTORS® Application Acknowledgement Form

I, \_\_\_\_\_ hereby apply for active membership in the Reno/Sparks Association of REALTORS® (RSAR). Membership through RSAR means that I am also a member of the Nevada State REALTORS® (NVR) and National Association of REALTORS® (NAR). As a member, I agree to abide by the NAR Code of Ethics, which includes the duty to arbitrate, as well as the RSAR, NVR and NAR, Constitution, Bylaws and Rules and Regulations. Further, I agree to satisfactorily complete the NAR Triennial Code of Ethics training and if a Broker, the RSAR Broker Update course, Constitutions, Bylaws and Rules and Regulations. Copies of these documents are available at [nar.realtor](http://nar.realtor), [www.rsar.realtor](http://www.rsar.realtor) and [members.nnrmls.com](http://members.nnrmls.com).

\_\_\_\_\_ (Initial Here) I am enclosing my payment of \$ \_\_\_\_\_. I understand that the annual dues must be submitted with my application, and there shall be **no refund** of the dues once paid. I also understand that annual dues must be paid by December 31 of each year or my membership will be suspended and my broker will be billed the annual “non-member” assessment. In the event of suspension, a reinstatement fee would be required to re-establish my REALTOR® membership. Membership is final only upon approval by the Board of Directors and may be revoked should completion of any membership requirement, such as orientation, not be completed within the timeframe established in the Association’s bylaws.

\_\_\_\_\_ (Initial Here) With payment of my application, dues and renewal of my membership in RSAR, I understand and acknowledge RSAR’s general liability policy does not cover any medical special damages I, as a member, may incur as a result of an injury suffered while on RSAR’s premises. RSAR’s general liability policy covers such injuries to the general public, but not to RSAR members. RSAR encourages its members to acquire Workman’s Compensation Insurance to protect against the costly expense of an on the job injury.

\_\_\_\_\_ (Initial Here) I acknowledge that as a member of the Association, I will be licensed to use the REALTOR® trademarks to indicate such membership, and I agree to abide by the rules governing use of those trademarks. I understand term REALTOR® is a federally registered collective membership mark which identifies a real estate professional who is a member of the National Association and subscribes to its strict Code of Ethics. The National Association’s Trademark Rules are set forth in the Membership Marks Manual, available at: [www.realtor.org/mmm](http://www.realtor.org/mmm). Upon termination of my membership in the Association for any reason, my license to use the REALTOR® trademark is automatically revoked and I will immediately discontinue use of all REALTOR® trademarks.

I hereby confirm that I am in compliance with the following requirement of membership as a broker of record or an associate of an established REALTOR® office **and** I am licensed to sell real estate or a licensed appraiser under the laws of the State of Nevada.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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I, (Broker’s Name) \_\_\_\_\_ as employing Broker of (Company Name) \_\_\_\_\_, recommend the acceptance of (Applicant’s name) \_\_\_\_\_ for membership in the Reno/Sparks Association of REALTORS®, and hereby affirm that the applicant is a real estate salesperson or licensed real estate appraiser with this firm. I ensure that the above applicant will complete the orientation course within the required time.

★ **Broker Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.  
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

### **Sub-Lease/License Agreement**

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

#### **1. LICENSE AND LEASE**

a. **eKEY Professional or Basic Software.** If selected, Organization grants to 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 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. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.

c. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from Carrier Fire & Security Americas Corporation ("Supra"), which is necessary for the use and operation of the eKEY ("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) ("Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **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 Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, 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 Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect 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 Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, 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. 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 Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. 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") through the date shown on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

#### **4. PAYMENTS**

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. 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. 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.

**5. TITLE AND USE** The Service, including all its components, and the Equipment (except iBoxes), 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. RISK OF LOSS; RETURN OF EQUIPMENT**

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

**7. REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

a. If 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 Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless 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 Organization and/or Supra in such proceeding.

b. **That neither 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 Keyholder has been advised of the possibility of such damages.**

c. That 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. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after 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 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 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 Keyholder, 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 Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate 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 Organization in connection with the exercise of its rights and remedies under this Agreement.

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

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, 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 Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by

Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment 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. 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. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

**10. ARBITRATION; LITIGATION** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

**11. NOTICES** All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

**12. TERMINATION**

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

**13. WARRANTY** The Equipment and Software are 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 component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

**14. GENERAL PROVISIONS**

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

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

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

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

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

g. This Agreement shall be governed by the laws of the State in which Organization is located.

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

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

**Sub-Lease/License Agreement – Page 4**

**Northern Nevada Regional Multiple Listing Service, Inc.**

**SIGNATURES:**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

**For Keyholder:**

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Company: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_

City, State,  
& Zip Code: \_\_\_\_\_

Email  
Address: \_\_\_\_\_

Phone  
Number: \_\_\_\_\_

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

Agent ID: \_\_\_\_\_

**For Organization:**

By: Nancy Smith \_\_\_\_\_

Title: Membership Director, Sierra Nevada REALTORS

**TERM OF AGREEMENT:**

The term of this Agreement commences on the date set forth in the signature block and ends on **May 4, 2025** unless terminated earlier as provided in Section 12 of the Agreement.

To be completed by SNR Staff.

**LEASED AND LICENSED PRODUCT INFORMATION:**

**Returned Key Serial #:** \_\_\_\_\_

**New Key Serial #:**  eKEY Basic Software: \_\_\_\_\_

eKEY Professional Software: \_\_\_\_\_