

## Unlicensed Assistant Application (UA)/ Office Assistant

Individuals that will not be added as a UA/Office Assistant: Out of state or Ohio licensed agents/appraisers, agents licensed with a referral or holding company, licensees showing suspended. One Free Office Assistant per Office.

Adding: New UA \_\_\_\_\_ (Teams or Personal Assistants-FEE applies) | Office Assistant: New \_\_\_\_ Extra \_\_\_\_ (For Main Office only)

UA's Name \_\_\_\_\_ (Print Name) UA's MLS ID: \_\_\_\_\_ (Leave Blank if New UA/ If Existing UA Add ID)

UA's Email Address \_\_\_\_\_ UA's Phone # \_\_\_\_\_

Is UA currently employed by a builder, Mortgage Co., Title Co., or any other real estate related business? Yes \_\_\_\_ NO \_\_\_\_

If so, company name: \_\_\_\_\_

Has this UA ever been licensed as a Broker, Agent, or an Appraiser (any State)? Yes \_\_\_\_ License #: \_\_\_\_\_ No \_\_\_\_

Is this UA replacing another UA/Office Assistant? Yes \_\_\_\_ No \_\_\_\_

If yes, Name and MLS ID being replaced: \_\_\_\_\_

Agent's Name \_\_\_\_\_ (Print Name) – This is the Person or Team Leader the UA will be assigned to Agent's MLS ID \_\_\_\_\_ (Username)

Agent's Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

Company Name \_\_\_\_\_ Location \_\_\_\_\_

Broker's Name \_\_\_\_\_ (Print Name) – This is the Primary Broker/Participant of record with Firelands MLS

I, \_\_\_\_\_ (MLS Participant/Broker,) give permission to the above Agent to add the above UA as his/her own "unlicensed" assistant. The agent and I both understand that the UA will be assigned his/her own unique ID and password, and that the Agent will be billed \$25 Set up Fee and \$125 Bi-Annually (prorated based on the time of joining) for this UA.

Additionally, I understand that the agent is responsible for notifying FAOR when their UA leaves, however the MLS Participant/Broker retains ultimate responsibility to Firelands Association of REALTORS regarding removal of UAs and fees associated with UAs.

**Furthermore, I understand that access to information from Firelands MLS is a privilege with limited rights. Firelands MLS computer passwords are confidential. Violation of these limited rights will result in disciplinary action and a \$1,000 fine (first offense) against the Firelands MLS Participant/Broker, which cannot be waived.**

MLS Participant/Broker's Signature \_\_\_\_\_ This is the Primary Broker/Participant of record with Firelands MLS

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

UA's Signature \_\_\_\_\_ Date \_\_\_\_\_

Fill out for Unlicensed Team/Agent Assistants or Extra Office Assistants

**Fill out Confidentiality/Non-Disclosure Agreement on Page 2.**

Staff Use:  
 Date Entered: \_\_\_\_\_ MLS# \_\_\_\_\_ MLS ID \_\_\_\_\_ OA1 \_\_\_\_\_ OA \_\_\_\_\_ Billed Agent \_\_\_\_\_

This Confidentiality/Non-Disclosure Agreement (this "Agreement") is entered into as of \_\_\_\_\_ 20\_\_ by and between the Firelands MLS and \_\_\_\_\_ (Unlicensed Assistant), together with \_\_\_\_\_ ("Participant/Broker") of Firelands MLS.

WHEREAS the parties hereto wish to clarify the obligations of the UA (Unlicensed Assistant) to maintain confidentiality and non-disclosure with respect to information acquired in the course of his/her employment with a member Participant of Firelands Association of REALTORS/Firelands MLS, and

WHEREAS Unlicensed Assistant hereby reaffirms their understanding of the obligation not to disclose confidential information as a condition of employment with a Firelands MLS Participant.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

1. Unlicensed Assistant shall not, at any time, during his/her service to the Firelands MLS Participant, make use of or disclose, directly or indirectly, any (i) trade secret or any other confidential or secret information of Firelands MLS or of any of its subsidiaries or (ii) other technical, business, proprietary or financial information of Firelands MLS or any of its subsidiaries not available to the public generally or to the competitors of Firelands MLS, except to the extent that such Confidential Information (a) becomes a matter of public record or published in a newspaper, magazine or other periodical or is otherwise available to the general public, (b) is required to be disclosed by any law, regulation or order of any court or regulatory commission, department or agency, provided that the Unlicensed Assistant gives prompt notice of such requirement to its employing Firelands MLS Participant and/or directly to Firelands Association of REALTORS/Firelands MLS to enable their employing Firelands MLS Participant and/or Firelands MLS to seek an appropriate protective order, or (c) is required to be used or disclosed by the Unlicensed Assistant to perform properly his/her duties pursuant to his/her employment with the Firelands MLS Participant. Promptly following the termination of service, the Unlicensed Assistant shall surrender all records, memoranda, notes, plans, reports, computer tapes and software and other documents and data which constitute Confidential Information which the Unlicensed Assistant may then possess.

2. The parties hereto agree that Firelands Association of REALTORS/Firelands MLS and its subsidiaries would be damaged irreparably in the event that any provision of the preceding paragraph of this Agreement were not performed in accordance with its terms or were otherwise breached and that money damages would be an inadequate remedy for any such nonperformance or breach.

Accordingly, Firelands Association of REALTORS/Firelands MLS and its successors are permitted to assign and shall be entitled, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any breach or threatened breach of any of such provisions and to enforce such provisions specifically (without posting a bond or other security). Unlicensed Assistant agrees to submit to the personal jurisdiction of the courts of the State of Ohio in any action by Firelands MLS to enforce an arbitration award against the Unlicensed Assistant or to obtain injunctive or other equitable relief.

3. The provisions of Paragraphs 1 and 2, above, shall survive and continue in full force and effect in accordance with their respective employment with Firelands MLS Participant notwithstanding any resignation or termination of his/her employment with the Firelands MLS Participant pursuant to the Bylaws of Firelands Association of REALTORS.

4. Access to information from Firelands MLS is a privilege with limited rights. Your computer password is confidential. Violation of these limited rights will result in disciplinary action and a \$1,000 fine for the 1<sup>st</sup> offense which cannot be waived.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of law.

**Firelands MLS Staff Signature**

**Firelands MLS Participant (Broker) Signature**

**Unlicensed Assistant Signature**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMAIL TO: [LESLIE@FAOR.COM](mailto:LESLIE@FAOR.COM)**