



UNLICENSED PERSONAL ASSISTANT PACKET (UPA)

Ph: (216) 485-4142 • Email to Membership@MLSNow.com **⚠ For unlicensed office support use the Roster Change Form**

- *MLS Now offers the option to add UPAs to grant access to enter/modify listings for agents with input capabilities, and to conduct searches. For appraisers, UPAs may run searches or assist licensed appraiser participants.*
- *The following CANNOT be added as UPAs: out-of-state or Ohio licensed agents or appraisers • agents licensed with a referral or holding company • licensees suspended with the State • unlicensed persons working for investors, builders, mortgage companies, title companies, or any other real estate-related business.*

Company Name: _____ MLS Now Office ID: _____

UPA Information

UPA's Full Name (Print): _____ UPA ID (leave blank if new): _____

UPA's Email Address: _____ UPA's Phone #: _____

Does this UPA work outside the United States? Yes No If yes, which country: _____

Has this UPA ever been licensed as a broker, agent, or appraiser (any state)? Yes License #: _____ No

Is this UPA replacing one of your other UPAs? Yes No If yes, UPA Name & ID being replaced: _____

Agent / Participant Information

Agent's Full Name (Print): _____ Real Estate License #: _____

Agent's Email Address: _____

Participant's Name: _____

Participant Authorization & Signatures

- *I, the MLS Now Participant, permit the above agent to add the above UPA as their "unlicensed" personal assistant. The agent and I both understand that the UPA will be assigned a unique ID and password, and the agent will be billed \$5.00/month (billed \$30.00 semi-annually) for this UPA.*
- *I understand the agent is responsible for notifying MLS Now when their UPA leaves; however, the MLS Now Participant retains ultimate responsibility regarding removal of UPAs and associated fees.*
- *I understand that access to MLS Now is a privilege with limited rights. Passwords are confidential. Violation of these rights will result in disciplinary action and a \$1,000 fine against the MLS Now Participant, which cannot be waived by attending the Rules Class.*
- *Certified digital and handwritten signatures are accepted. Typed signatures are NOT allowed.*

Participant's Signature: _____

Agent's Signature: _____

UPA's Signature: _____



CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

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This Confidentiality/Non-Disclosure Agreement (this "Agreement") is entered into as of _____, 20__ by and between MLS Now and _____ ("Unlicensed Personal Assistant"), together with _____ ("Participant") of MLS Now.

WHEREAS the parties hereto wish to clarify the obligations of the UPA to maintain confidentiality and non-disclosure with respect to information acquired in the course of employment with a member Participant of MLS Now, and

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

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

1. Unlicensed Personal Assistant shall not, at any time during service to the MLS Now Participant, make use of or disclose, directly or indirectly, any trade secret or confidential information of MLS Now or its subsidiaries, except to the extent that such information (a) becomes public record, (b) is required to be disclosed by law or court order (with prompt notice given to enable MLS Now to seek a protective order), or (c) is required to perform properly their duties. Upon termination of service, the UPA shall surrender all records, documents, and data constituting Confidential Information.
2. The parties agree that MLS Now would be damaged irreparably if any provision of this Agreement were breached, and that money damages would be an inadequate remedy. Accordingly, MLS Now shall be entitled to injunctive or other equitable relief to prevent any breach and to enforce such provisions specifically. Unlicensed Personal Assistant agrees to submit to the personal jurisdiction of the courts of the State of Ohio in any enforcement action.
3. The provisions of Paragraphs 1 and 2 shall survive and continue in full force and effect notwithstanding any resignation or termination of employment with the MLS Now Participant, pursuant to the Bylaws of MLS Now.
4. Access to information from MLS Now 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 which cannot be waived by attending the MLS Now Rules and Regulations class.
5. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Broker/Appraiser Participant:

UPA's Signature:

MLS Now Representative:
