

ARKANSAS REALTORS ASSOCIATION
11224 EXECUTIVE CENTER DR, LITTLE ROCK, AR 72211
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2008/2009 FORMS WRITING SOFTWARE INFORMATION & ORDER FORM AVAILABLE FOR MEMBERS ONLY

GENERAL INFORMATION. The forms-writing software is only available to REALTOR® members in good standing with the National Association of REALTORS®. The software allows printing of either blank or filled-out forms. The data is stored for future printing even in future years, but the program will not allow you to create a new form after the ending of the year. You can install the program on more than one computer in your office; **the software can be networked** — but you still have to individually install the program on the different computers. (If wanting to use it on a network, please request the separate instructions). Minimum requirements for Windows include:

Pentium 133 or above, 16mb ram, 5mb hard drive space available, no dot matrix printers. No support for systems not matching minimums! Processing of 2009 software orders will begin around 12/20/08, first-come-first-served. All new, complete orders and renewal orders submitted by 12/10/08 will be received by January 1, 2009. Orders received after 12/10/08 could take approximately 2 – 3 weeks to process.

PERSONALIZATION. (PLEASE READ) The software program is personalized with your company name. If you would like to change your logo, please use the logo customization tool (File > Admin Tasks > Logo Customization).

TECHNICAL SUPPORT. Support calls may be directed to the telephone numbers or e-mail address shown above. There is no support for systems that do not match the minimum requirements specified in the preceding "GENERAL INFORMATION". Also, technical support is for the software only and not for other computer-related problems.

AGREEMENT TO PURCHASE. Your Agreement to Purchase (shown on the next page) must accompany your order for it to be processed.

(To place your order, fill out the information below and on the next page. Fax or mail to ARA.)

	TOTAL	COST
2008 Software (Includes broker license. If you order the 2008 software after October 1 st , you will receive the 2009 software FREE.) 2009 Software (Available January 1st, 2009) (includes broker software \$200.00 license)	\$200.00	_____
Additional Licenses _____ (# licensees in firm according to the Arkansas Real Estate Commission as of today's date)	x\$25.00	_____
Shipping Method: Postal Mail (CD Format) (If you order a CD, <u>taxes will be applied to your total!</u>) E-mail (An email will be sent with instructions for downloading the software from our website.) Pickup at ARA office (If you pickup a CD, <u>taxes will be applied to your total!</u>)	\$30.00	_____
	FREE	_____
	FREE	_____

Sub-Total _____
ARA Office Use Only > Sales Tax _____
ARA Office Use Only > Grand Total _____

THIS SECTION MUST BE FILLED OUT IN ORDER TO PROCESS

COMPANY NAME: _____
 STREET ADDRESS (FOR UPS): _____
 CITY, STATE, COUNTY, ZIP: _____
 E-MAIL (PLEASE PRINT): _____
 NAME OF BROKER: _____
 OFFICE TELEPHONE: _____
 FAX #: _____
 BROKER SIGNATURE: _____ DATE: _____

Due to a new Department of Finance & Administration rule, we can no longer accept checks for payment. The sales tax must now be calculated at ARA. Credit Cards must be used to order software.

Credit Card Type
 VISA MASTERCARD
 DISCOVER AMEX

Card No. _____
 Expiration _____
 Signature _____
 Date _____

2008/2009 Forms Purchase Agreement

ARA must have this completed Form Purchase Agreement with your order before your order can be processed. Another Form Purchase Agreement must be sent with subsequent orders.

I, _____ ("Purchaser"), am a real estate broker licensed by the Arkansas Real Estate Commission. I understand the Arkansas Real Estate Commission does not have legal authority to approve real estate forms and that AREC does not require the use of any particular form. Information about ordering forms from the Arkansas REALTORS® Association is being furnished by AREC in the interest of all real estate companies' having access to forms designed by an attorney. I hereby agree to all the following provisions regarding usage of the Arkansas REALTORS® Association contracts and forms:

1. Purchaser is a licensed real estate broker and a member in good standing of the Arkansas REALTORS® Association and agrees to use the forms that display the REALTOR® logo. Membership is through the _____ Board of REALTORS®/REALTORS® Assoc.
2. Purchaser agrees to only use the most current version available of the forms published by the Arkansas REALTORS® Association. All unused forms will be discarded by the expiration date listed on the form.
3. Purchaser agrees not to reprint, alter or copy the Arkansas REALTORS® Association forms except to make copies of executed documents as necessary.
4. Purchaser agrees not to give or resell the forms to any person or entity unless the recipient is a licensed real estate broker in the State of Arkansas and has this agreement on file with the Arkansas REALTORS® Association.
5. Purchaser agrees to be responsible for the forms produced by the Purchaser and understands they are serialized with a number to protect the integrity of the forms.
6. Purchaser agrees and understands that all forms sold to Purchaser are still the property of the Arkansas REALTORS® Association and all rights, title and ownership remain solely in the Arkansas REALTORS® Association. Purchaser is merely permitted to fill in the blanks of the forms in connection with simple real estate transactions in which the Purchaser is involved in a marketing capacity.
7. Purchaser agrees that Purchaser's right to use these forms may be canceled at any time by the Arkansas REALTORS® Association immediately upon written notice.
8. Purchaser for him/herself and all individuals licensed under Purchaser's supervision and entities with whom Purchaser is affiliated specifically acknowledges, warrants and represents to the Arkansas REALTORS® Association, its members, officers, directors, agents, attorneys, and independent contractors that the forms being sold include provisions that ostensibly provide for multiple agency relationships and for possible collection of "broker service fees." These provisions were included at the request of the vast majority of the Purchasers and users of these forms. No warranty, suggestion or implication can be inferred by the inclusion of provisions regarding the agency or broker service fee matters, same being expressly disclaimed by the Arkansas REALTORS® Association, its members, officers, directors, agents, attorneys, and independent contractors. Instead, each Purchaser or user is admonished to seek independent legal counsel prior to use of any form contained in the forms with regard to the legality of multiple agency representation and broker services fees. In particular, Purchaser is cautioned to visit with legal counsel and refer to regulations promulgated by an agency(ies) of the United States Government (including without limitation statutes and regulations forming part of the Real Estate Settlement Procedures Act ("RESPA")), concerning broker service fees.
9. Electronic or hard copies of forms are SOLELY for the use of the purchaser company and independent contractors, agents and employees recognized by the Arkansas Real Estate Commission as having an Arkansas real estate license and being affiliated with Purchaser or Purchaser's company. Purchased forms may not be published on any marketing materials or medium (including a website maintained by Purchaser or with which Purchaser may have affiliation) and breach of this agreement shall entitle ARA to refund the purchase price to Purchaser and recall and cancel any forms or forms software purchased and, in addition, shall entitle ARA to any and all available remedies pursuant to all applicable laws.

COMPANY NAME: _____

NAME OF BROKER: _____ Executive Broker Primary Broker

BROKER SIGNATURE: _____ DATE: _____