





# MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE

## PARTICIPATION FEE/NEW OFFICE/ACTIVATION AGREEMENT BROKER PARTICIPANT

This agreement is made on \_\_\_\_\_, 20\_\_\_\_ between the PARTICIPANT and My Florida Regional Multiple Listing Service.

- Annual Participation Fee \$\_\_\_\_\_
- New Member Setup \$90 (this fee will also apply for members reinstating after 1 full billing cycle)
- New Company Processing Fee \$215 (this fee will also apply for brokers reinstating after 1 full billing cycle)
- Member Reactivation Fee \$150 (this fee will apply to members who have been inactive for less than 1 full billing cycle)

The access issued to each Participant or Subscriber is unique and strictly confidential to that person. Authorized Participant./Subscriber agrees that should a disclosure of account information result in access by an unauthorized third party, Authorized Participant./Subscriber may be subject to penalties as follows:

- 1) A fine of up to \$15,000 (as determined by the Board of Directors) for each occurrence will be assessed against any Participant./Subscriber found to have allowed or provided access to the MFRMLS system by an unauthorized person.
- 2) Permanent revocation of on-line access rights for the second instance.

In compliance with MFRMLS Rules and Regulations, this Agreement provides for the Participant./Subscriber as a primary or secondary member, to gain immediate access to the MLS and Public Record database for use in listing, searching and retrieving the data contained therein. **This right is contingent upon the PARTICIPANT, SUBSCRIBER completing the required training course within the 60-day period allowed. Failure to do so will result in suspension of the right to access the MLS database.** The Participant./Subscriber agrees to comply with MFRMLS Rules and Regulations. Any other use, reuse, or resale of this data is prohibited. The term of this Agreement shall commence upon initiation of service to the Participant./Subscriber. The Agreement is not assignable. The Participant./Subscriber hereby indemnifies the Service and any Reciprocal Service and agrees to hold harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from a Participant./Subscriber.

**Definition of MLS Participant.** Any REALTOR® of any other Association/Board or any non-Realtor® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, shall be eligible to participate in MFRMLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

\*\* Use of information developed by or published by MFRMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized use is prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

### COMPANY / PARTICIPANT INFORMATION

NEW (or current) Office/Company Name: \_\_\_\_\_ Firm#: \_\_\_\_\_  
(Please Print)

OLD Office/Company Name: \_\_\_\_\_ Firm#: \_\_\_\_\_  
(Please Print)

Your Name: \_\_\_\_\_ Member#: \_\_\_\_\_  
(Please Print)

Attention Participant./Subscriber: MLS participation fees are paid by the authorized user directly to MFRMLS, 555 Winderley Pl. Suite 320. Maitland, FL 32751. Due date is May 15 (annual). Penalties will apply to all payments not received by 5:00 P.M. The Principal Broker is ultimately responsible for the payment of all fees for participating licenses in his/her company.

**NOTE: MLS FEES OR PRO-RATED MLS FEES ARE NOT REFUNDABLE.** Initial \_\_\_\_\_

\*\*SIGNATURE: \_\_\_\_\_

\*\*\*SIGNATURE REQUIRED STATING YOU AGREE TO THE ABOVE TERMS\*\*\*



Primary Association/Board \_\_\_\_\_

**MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE  
Participant Request to Participate**

In conformity with the My Florida Regional MLS Rules and Regulations and any reciprocal MLS Rules & Regulations, in which I agree to abide, I request participation in the My Florida Regional Multiple Listing Service.

I understand that as the participant, there is a **one-time application fee of \$215.00 and an annual participation fee**. I will be assessed the participation fee, times the number of licensees employed by or affiliated with my firm.

I also understand that the MLS exists for participants to exchange offers of cooperation and compensation on listings and that neither I, nor any of my licensees, may sell, lease, exchange, transmit or otherwise disseminate data on active listings to the general public.

The Participant indemnifies the My Florida Regional Multiple Listing Service and any reciprocal Multiple Listing Service and agrees to hold harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from a Participant's negligence.

**Definition of MLS Participant**

Where the term REALTOR<sup>®</sup> is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR<sup>®</sup> principal or principals, of this or any other association, or a firm comprised of REALTOR<sup>®</sup> principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR<sup>®</sup> members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited.



**MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE  
Participant Request to Participate-continued**

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. *(Adopted 11/08)*

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. *(Adopted 11/08)*

\*Compensation is unconditional except where local MLS rules permit listing brokers to reserve the right to reduce compensation offers to cooperating brokers in the event that the commission established in a listing contract is reduced by court action or by actions of a lender. Refer to Part Two, G., Section 1, Information Specifying the Compensation on Each Listing Filed with a Multiple Listing Service of an Association of REALTORS<sup>®</sup>, *Handbook on Multiple Listing Policy*. *(Adopted 11/98)*

\_\_\_\_\_/\_\_\_\_\_  
\*Broker Participant – Please Print License #

\_\_\_\_\_  
\*Signature of Broker Participant

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\* Date