

**Dixie Gilchrist Levy Multiple Listing Service Inc.
Agreement Form (amended 9-28-06)**

THIS AGREEMENT FORM IS MEANT TO CONINCIDE WITH AND NOT PRECLUDE OR OVERFIDE THE BYLAWS AND RULES AND REGULATIONS OF THE DIXIE-GILCHRIST-LEVY MULTIPLE LISTING SERVICE.

I, the undersigned, desire to become an active member of the Dixie Gilchrist Levy Multiple Listing Service, Inc., and submit this application for membership.

I have read and so understand the MLS By-Laws and MLS Rules and Regulations and accept and agree to faithfully observe the MLS By-Laws and Rules and Regulations, and adhere to the Code of Ethics of the National Association of Realtors®.

I further agree that all controversies arising between ourselves as members, or between ourselves and clients or customers, will promptly be submitted to the Professional Standards Committee of the Dixie Gilchrist Levy Counties Board of Realtors® and we will promptly comply with and conform to any orders or findings of said committee.

I understand that the MLS charges are as follows:

Membership Fees

- (a) **Initial participation fee:** One time only, non-refundable Application Fee. An applicant for participation in the Service shall pay a one time only, non-refundable application fee of \$125.00 with such fee to accompany the application.
- (b) **Recurring participation fee:** The monthly participation fee for each participant (broker) that is a member of the Dixie-Gilchrist-Levy Counties Board of Realtors® shall be \$33.00 per month for the participant (broker) and \$33.00 per month for each agent licensed with the participant (broker) and is a member of the Dixie-Gilchrist-Levy Counties Board of Realtors®. The annual participation fee of each Participant shall be equal to 12 times the monthly charge for each Participant, subscriber, team-member, licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is affiliated as an independent contractor with such Participant. The monthly participation fee for each participant (broker) that is not a member of the Dixie-Gilchrist-Levy Counties Board of Realtors® shall be \$60.00 per month for the participant (broker) and \$60.00 per month for each agent licensed with the participant (broker) and is not a member of the Dixie-Gilchrist-Levy Counties Board of Realtors®. This fee is for the access and use of the MLS and must be paid every month. The annual participation fee of each Participant shall be equal to 12 times the monthly charge for each Participant, subscriber, team-member, licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is affiliated as an independent contractor with such Participant. NOTE: This fee is to be paid regardless of the number of listings submitted. Monthly fees can be paid monthly, quarterly, semiannually or annually, but they must be current and up to date for the participant to utilize the services provided by MLS. I understand that the integrity of the MLS Database is important to other Participants, the selling public and the buying public. Everyone should be able to rely upon the timeliness and the accuracy of the information contained therein. I agree that the MLS Service may assess fines against Participants (or their agents) if they submit erroneous information or fail to provide the Service with current information regarding their listing. Pursuant to the Rules and Regulations of the Dixie-Gilchrist-Levy Multiple Listing Service, Inc. the following fines and penalties are currently in effect. They are subject to change upon the approval of the Board of Realtors®.

Detail on Listings Filed with the Service: A listing agreement or property data form, when filed with the Multiple Listing Service by the listing broker shall be complete in every detail which is ascertainable as specified on the Property Data Form. The information includes, but is not limited to: price, number of bedrooms, number of bathrooms, location, property type, dimensions, graphic or photo, parcel identification number, Section, Township, and Range, acreage or portion thereof, flood plain (if known), commission to cooperating broker, status, sales information and directions.

Directions: Directions should have enough detail so that the property can be easily found by following those directions. **Incomplete directions shall result in a \$25.00 fine to the Participant.** If directions are too complicated to give, Participant should deliver to the service a detailed map and an explanation why directions cannot be given.

Agent, Broker, or Office Reference: No reference to an agent, broker or office can be made on a listing page except for the following locations:

1. "Office" and "Agent" fields in the data base
2. In the "Directions" field, references to the listing office's sign may be made and can include the Office Name one time.
3. Office Logo when uploaded from the "Logo" upload in the "My Preference" Command Tab.
4. **ALL FIELDS** (excluding Agent Comments) **cannot** say "call listing agent", "call listing agent only", "call listing office", or any variation thereof.

Placement of an agent name, broker name, or office name or reference to an agent, broker or office in any other location of the listing form shall result in a \$50.00 fine.

Zeros placed in the following fields shall result in the assessment of a \$5.00 fine per field: Number of bedrooms, Number of bath rooms, Square footage, Acreage, Lot size, Lot dimensions (equals 4 fields), Map Coordinates (longitude and latitude equals 2 fields), Public Description, Photo or Graphic, and Agent Comments. If there are extenuating circumstances which prevents actual numbers from being entered, then the listing agent should make an explanation in the "Agent Comments" field. The explanation should enable another Participant of the Service to show the property to customers and clients with full knowledge of the property. No fine will be assessed if the explanation is of sufficient nature to enable showing of the property. If you are notified you have been assessed a fine you have five business days to correct the error or omission. **A fine of \$5.00 shall be assessed and an additional \$5.00 fine shall be assessed every five (5) business days until a graphic or photo is placed on the system.**

Dividing Property: When dividing a parent tract, the seller and the broker will have an idea as to the dimensions and acreage the new parcel will have. You must have some general idea of the dimensions and acreage to be able to market the property. If you have to wait on a survey to be completed or to gather further information to locate the parcel and determine the dimensions and acreage, then you cannot enter the listing until that information is determined. Otherwise, enter zeros in the dimension fields and in "Agents Comments" enter the approximate dimensions of the parcel and an estimate of the acreage. Give sufficient details to allow other Participants to show the property to customers and clients. **Failure to provide sufficient information to other Participants to show property shall result in a \$5.00 fine (per missing field).**

Public Description Field: This is a mandatory field. If you do not want to include a Public Description, you must enter "NONE". **A \$5.00 fine shall be assessed if this field is blank.**

Unauthorized Access to the MLS (Navica) System: It is a \$1,000.00 fine for the first offense of allowing improper use of the MLS database. Improper use of the MLS database is defined as, but not limited to: allowing access to the system by giving unauthorized persons a disk, a download, access to an authorized computer, access to confidential system information such as an agent data sheet or a password. **The second offense shall be a \$2,000.00 fine, including suspension or expulsion. Participant may reapply for membership after one year from effective expulsion date.**

Graphics and Photos: Each listing must contain a graphic or photo. No reference is to be made of the listing office or agent. If there is a structure (i.e.: barn, home, shed, pump house, etc.) the listing must contain a photo of the main structure. If the listing is vacant land, the graphic may be a plat, survey, or aerial of the property. The graphic or photo shall be delivered to the Multiple Listing Service within five (5) business days after all the necessary signatures of seller(s) have been obtained and the listing has been accepted by the Broker. **A fine of \$5.00 shall be assessed and an additional \$5.00 fine shall be assessed every five (5) business days until a graphic or photo is placed on the system.**

Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing in the "Agents Comments" field. It is the Participant's choice to enter a separate listing for all lot numbers showing in the "Agent Comments" field. If entered collectively in one listing under the "Agents Comments" field then when part of a listed property has been sold (pending), proper notification should be given to the Multiple Listing Service. This notice will take the form of entering the pending lot as a new listing and immediately changing it from Active to a Pending status. **Status must be corrected to both listings within 24 hours or a \$100.00 fine shall be assessed upon notification to the Service.**

Listings in Multiple Categories: Listings may be entered into more than one category provided the following procedures are adhered to:

1. Each entry must cross reference the listing numbers of other corresponding entries.
2. When sold, the sales data will only be entered into one listing and the other listings are to be withdrawn stating the MLS number of the listing that contains the sales data.
3. If the status changes, **Section 1.4** will apply separately to each listing of the property.

Violations of Fair Housing or other State or Federal Laws: The Board of Directors of the MLS shall remove listings from the MLS system if they are in violation of Fair Housing, State Law or other Federal Laws. A courtesy notification will be given to the Participant. If upon notification the Participant does not remove the violation, then that listing will be removed from further dissemination to the public.

Exempted Listings: If the seller does not wish his property to be disseminated by the Service, the Participant may take the listing ("office exclusive"). The listing Participant must obtain a written directive from the customer requesting the listing NOT be disseminated by the Service. If requested, the Participant must submit a copy of the written request from the customer to the Service for verification. This written notice must be delivered to the Service within twenty-four (24) hours (except weekends, holidays, and postal holidays) of the Participant receiving the request from the Service. **Failure to file such change with the Service within 24 hours shall result in a fine of \$100.00 to the Participant.**

Change of Status of Listing: Any change in listed price, status (active to pending, active to backups wanted, backups wanted to pending, pending to sold, expired to active, etc.), or other change in the original listing agreement shall be made when proper documents are filed with the Service within

twenty-four (24) hours (except weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. **Failure to file such change with the Service within 24 hours shall result in a fine of \$100.00 to the Participant.**

Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Notice must be delivered to the Service within twenty-four (24) hours (except weekends, holidays, and postal holidays) of the Participant receiving the request from the Service. **Failure to file such change with the Service within 24 hours shall result in a fine of \$100.00 to the Participant.**

Sellers do not have the unilateral right to require MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller.

If an agent changes their affiliation with a Participant and desires to list with another Participant an email request must be sent to the Service along with a faxed copy of the r the 2050 form sent to FREC. If any listings are to move with the agent, a separate letter or email must come from both brokers itemizing the listings by MLS number. The Service will then email the request to E Z List to make changes. Any requests for a listing to be deleted from the MLS System must be made to the Service in writing, together with the reason for the request.

Contingencies Applicable to Listings: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. **Failure to notice the Service shall result in a \$25.00 fine to the Participant.**

I understand that only persons authorized to make any changes to any part of the MLS Computerized system or Database is the system administrator, the MLS Board of Directors, and participating Brokers.

I understand that I cannot create links from the MLS System that will not return the "Surfer" directly back into the MLS System.

I understand that if I decide to terminate MLS Services, I will have the privilege of reinstating membership within one (1) year but I would be required to pay all retroactive monthly dues that have accrued during the period of suspension of services up to and including twelve (12) months.

I understand that if I terminate membership in MLS or am suspended or expelled from MLS, all listings from this office will be immediately withdrawn. I also understand that I may be a member of MLS without being a member of the Dixie Gilchrist Levy Counties Board of Realtors®, or vice-versa. If joining broker is not a Realtor®, they must meet the qualifications of a "Thompson" Broker.

The fee schedule and/or any and all other rules and regulations of MLS service are subject to change or be modified at any time by the Board of Directors of MLS in accordance with its By-laws and Rules and Regulations of same.

Broker's Name: _____ Date: _____

Firm's Name: _____

Broker's Signature: _____