

**APPLICATION FOR MEMBERSHIP**  
(Principals, partners, corporate officers, branch office managers)

**DIXIE GILCHRIST LEVY COUNTIES BOARD OF REALTORS®**  
P.O. Box 2059, Chiefland, Florida 32644

Applicant's name \_\_\_\_\_

Section I

Home Address: \_\_\_\_\_

Street address

City

State

Zip

Phone

Office Name & Address: \_\_\_\_\_

Name

Street Address

City

State

Zip

Phone

Indicate if you wish to receive your mail at your home \_\_\_\_\_ or your office \_\_\_\_\_

I hereby apply for Realtor® (primary, secondary, Designated) membership in the Dixie Gilchrist Levy Counties Board of Realtors® and enclose my check in the amount of \$\_\_\_\_\_ which I understand will be returned to me in the event I am not accepted to membership. In the event my application is approved, I agree as a condition to membership to complete the indoctrination course of the Dixie Gilchrist Levy Counties Board of Realtors®, if any, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the National Association of Realtors® including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the Board and the Constitution, Bylaws, and Rules and Regulations of the above named Board, the State Association and the National Association, and I further agree to complete satisfactorily a reasonable and nondiscriminatory written examination covering such Code, Constitutions, Bylaws, Rules and Regulations and duty to arbitrate. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws, and Rules and Regulations and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize the Board through its Membership Committee or otherwise, to invite and receive information and comment about me from any Member or other person, and I agree that any information and comment furnished to the Board by any Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not from the basis on any action by me for slander, libel or defamation of character.

**NOTE:** Applicant acknowledges that the Board will maintain a membership file of information which may be shared with other Boards where applicant subsequently seeks membership. This file shall include previous applications for membership; all final findings of Code of Ethics violations and violations of other membership duties within the past three (3) years; pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties; incomplete or

pending disciplinary measures; pending arbitration requests, and information related to unpaid arbitration awards or unpaid financial obligations to the Board or its MLS.

**NOTE:** Applicant acknowledges that if accepted as a Member and he/she subsequently resigns or is expelled from membership in the Board with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if applicant resigns or is expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon his/her payment of the award, plus any costs that have been established previously as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

**NOTE:** Dues payments to the Dixie Gilchrist Levy Counties Board of Realtors® are not tax deductible as charitable contributions. Portions of such payments may be tax deductible as ordinary and necessary business expenses.

I hereby submit the following information for your consideration: (Please Print All Information)

Mr., Ms/Mrs. \_\_\_\_\_  
Name as shown on license

Name as you want it to appear on the roster \_\_\_\_\_

Nickname: (if any) \_\_\_\_\_

Real Estate License #: Individual \_\_\_\_\_ Corporate \_\_\_\_\_

Please circle one: Broker Salesman Other: \_\_\_\_\_

Tax ID number: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Office Address: \_\_\_\_\_  
City State Zip Phone

Circle One: Sole Proprietor DBA Partnership Corporation

Position with firm: Principal Partner Corporate Officer Branch Manager Employee  
Independent Contractor Other: Please explain: \_\_\_\_\_

**I AGREE THAT, IF ACCEPTED FOR Membership in the Board, I shall pay the fees and dues as from time to time established.**

Dated: \_\_\_\_\_ 20 \_\_\_\_\_ Signed: \_\_\_\_\_

## Section II

This section must be completed by applicants for Realtor® Membership, whether primary or secondary, who are principals, partners, corporate officers, or branch office managers (i.e. individuals in positions of management control on behalf of individuals who are not physically present and engaged in the real estate profession.)

State the names and titles of all other principals, partners, or corporate officers of your firm.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Title

Is the office address, as stated in Section 1, your principal place of business?    Yes                  No

List the names and addresses of all branch offices or other real estate firms in which you are a principal, partner or corporate officer:

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Name

\_\_\_\_\_

Address

Are you currently a member of another Board or Association which is affiliated with the National Association of Realtors®?                  Yes                  No

If yes, list each Board and/or Association where membership is held, type of membership held and approximate date of membership.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you participated in a Multiple Listing Service which is owned and operated by a Board or Association affiliated with the National Association of Realtors® within the past three (3) years?

Yes

No

If yes, list the name of each MLS and approximate dates of participation.

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**Business and Credit References:**

Bank General Account:

Name of Bank	Account
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Escrow Account:

Name of Bank	Account
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Others:

Name of Bank	Account
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Are you or is any real estate firm in which you are a sole proprietor, general partner or corporate officer involved in any pending bankruptcy or insolvency proceeding or have you or any real estate firm in which you are a sole proprietor, general partner or corporate officer been adjudged bankrupt in the past three (3) years?                      Yes                      No

If yes, specify the place(s) and date(s) of such action, and detail the circumstances relating thereto: attach separate sheet if necessary.

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**Note:** Applicant acknowledges that if the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, or corporate officer is involved in any pending bankruptcy or insolvency proceedings or has been adjudged bankrupt in the past three (3) years, the Board may require, as a condition of membership, that the applicant pay cash in advance for Board and MLS fees for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later) or, in the event that bankruptcy proceedings are initiated subsequent to obtaining membership in the Board, that the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

Do you hold or have you ever held a real estate license in any other state:                      Yes                      No

If yes, please specify name of state and license number: \_\_\_\_\_



**Section III**

Personal Data Information supplied is not required, but will assist the Board in establishing historical data regarding its members. Information furnished will not be used in evaluating an applicant's qualifications for membership.

Place of Birth: \_\_\_\_\_  
City or County State Country

Date of Birth: \_\_\_\_\_ Ethnic/National origin: \_\_\_\_\_  
Month, day, year

Highest level of education completed: \_\_\_\_\_

First entered the real estate business \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_

Have you been engaged continuously in the business since then? Yes No

How many years have you been active in the real estate profession? \_\_\_\_\_  
Salesperson Broker Other: \_\_\_\_\_

In what phase of real estate do you specialize?: \_\_\_\_\_

In what other business have you been engaged?: \_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_, at (city) \_\_\_\_\_

from \_\_\_\_\_ to \_\_\_\_\_, at (city) \_\_\_\_\_

First licensed in this State \_\_\_\_\_ (year) and continuously licensed since \_\_\_\_\_

Established in present location \_\_\_\_\_ (year)  
Previous location \_\_\_\_\_ (year)

Resident here since \_\_\_\_\_ (year) Previous residence \_\_\_\_\_

List the names of Board Committees on which you would be interested in serving (i.e., Membership, professional standards, grievance, RPAC, etc) \_\_\_\_\_

\_\_\_\_\_

Are you employed by or engaged in any other business or profession: \_\_\_\_\_

\_\_\_\_\_

Position	Location
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Are you now a member or have you ever held membership in a real estate board NOT affiliated with the National Association of Realtors® Yes No

If yes, list the names of each other such Board, the type of membership held and dates establishing the time period during which membership has been held.

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**Dixie Gilchrist Levy Multiple Listing Service Inc.  
Agreement Form (amended 10/15/2012)**

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.**

**Data Entry Forms:** The property data forms for any type of listing can be found under the "Board" Command Menu Tab then choose "Input Forms" located in the E Z List-MLS System. If an agent would like to submit a completed listing form to the office for the MLS Board to enter on behalf of a Participant, the fee to the Board will be \$25.00. The Participant is responsible for providing a graphic of the listing in a BMP, JPEG, or TIFF format. **Unless otherwise specified, entering false information into the database shall result in a \$25.00 fine.**

**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:** The "Public Description" field is under the "Marketing" Tab in the E Z List system. When inputting a new listing click on the "Marketing" tab on your left and fill in the "Public Description" box. The "Public Description" header is in Red. Keep in mind that this information is what will auto-populate all of your flyers, Realtor.com, FLiving.net, etc. **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 vise-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: \_\_\_\_\_