

CLS Broker Membership Application

(Principals, partners, corporate officers, branch office managers)



Section I

I hereby apply for Designated broker membership in the Central Listing Service at Ocean Reef, Inc. and enclose my check, or my credit card payment request (at the end of page 2) 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 Central Listing Service at Ocean Reef, 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 the Constitution, Bylaws, and Rules and Regulations of the Central Listing Service at Ocean Reef, 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 Central Listing Service at Ocean Reef 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 PLS.

NOTE: Applicant acknowledges that if accepted as a Member and he/she subsequently resigns or is expelled from membership 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 Central Listing Service at Ocean Reef 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)

Name: _____ Sex: _____
(exactly as on license) (Last) (First) (Middle) (Male / Female)

_____ Date of Birth: _____
Name as you want it to appear on the roster Nickname: (if any) (Month/Day/Year)

Business Name: _____ Tax ID number: _____

Phone: _____ (These numbers will appear on PLS)
Main Business Line Business Fax

Business Address: _____
City State Zip

Firm (check one): Sole Proprietor DBA Partnership Corporation
(attach copy of Articles of Incorporation)

Position with firm: Principal Partner Corporate Officer Office Manager
 Director Other: _____

State Corporation # (if incorporated): _____ Business License #: _____

Social Security #: ____/____/____ E-Mail Address (Required): _____

Home Address: _____
Street address City State Zip

Phone: _____ (These numbers will appear on the PLS)
Home Cell Personal Fax

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

Real Estate License #: _____
Individual Corporate

I understand that by providing my email address, telephone number(s), and fax number(s), I consent to receive communications sent from the Central Listing Service at Ocean Reef, via email, telephone, or facsimile at those numbers/locations listed above, including but not limited to those advertising properties for sale, from any and all members of the Central Listing Service at Ocean Reef, Inc. as reflected on its membership rolls from time to time.

Applications will only be processed by the Membership Department upon receipt of all required documentation, along with the applicable membership.

I AGREE THAT, IF ACCEPTED FOR Membership in the Central Listing Service at Ocean Reef, I shall pay the fees and dues as from time to time established.

Dated: _____ Signed: _____

Dues are non-refundable

***Payment:** (Completed applications will be processed 24hrs. to 48hrs. upon receipt of payment)

Check #: _____ in the amount of \$ _____ made payable to Central Listing Service at Ocean Reef, Inc.

OR

Charge My Credit Card in the amount of \$ _____.

(Upon receipt of this application with your requesting credit card payment, you will be receiving an e-mail/invoice from Google Checkout at noreply@checkout.google.com requesting payment. "GOOGLE * CLS at OR" will appear on your card)

Section II

This section must be completed by applicants for 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	POSITION	LICENSE	
		ACTIVE	NON-ACTIVE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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, corporate officer, or licensed as an active broker in the State of Florida:

NAME	ADDRESS
_____	_____
_____	_____

State the names and license numbers of any salespersons now associated with you (if any):

NAME	LICENSE NUMBER
_____	_____
_____	_____
_____	_____

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/Association whether or not affiliated with the National Association of Realtors® in the past three (3) years? Yes No

If yes, list the name of each Board/Association, type of membership held and approximate dates of participation.

Business and Credit References:

General Account: _____
Name of Bank Account #

Escrow Account: _____
Name of Bank Account #

Other Account: _____
Name of Bank Account #

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)

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 Central Listing Service at Ocean Reef may require, as a condition of membership, that the applicant pay cash in advance for Central Listing Service at Ocean Reef and PLS 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: _____

Has your real estate license, in this or any other state, been suspended or revoked? 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)

Are there any pending or unresolved complaints before any state real estate regulatory agency or any other agency or government, now or within the past three (3) years, against you or the firm with which you have been associated?

Yes No

If yes, specify the substance of each complaint in each state, the agency before which complaint was made and the current status or resolution of such complaint: attach separate sheet if necessary.

Have you ever been convicted of a felony: Yes No

If yes, please give details including state and court of conviction: attach separate sheet if necessary

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested or any misstatement of fact may be grounds for revocation of my membership, if granted.

Dated: _____ Signed: _____

The mission of the Central Listing Service at Ocean Reef (CLS) is to ensure the professionalism of the Ocean Reef real estate industry, protect property rights, and promote the ownership of Ocean Reef real property, while promoting higher ethical and professional standards in members' business practices. We seek to serve and act responsive to our members by continuously developing, implementing, and promoting programs and services to help the individual real estate licensees achieve success. The CLS provides education for its members and the public, in order to enhance the image of the Ocean Reef real estate professionals and to build the knowledge base of the public.

CLS Use Only

Application Received: _____ Payment Received: _____ Check #: _____ By: _____
Approved: _____ Rejected: _____ Date: _____ Subscriber ID: _____ Notes: _____

Section III

Personal Data Information supplied is not required, but will assist the Central Listing Service at Ocean Reef 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 Florida _____ (year) and continuously licensed since _____

Established in present location _____ (month, year) Previous location _____ (month, year)

Resident here since _____ (month, year), Previous residence _____ (month, year)

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

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

Position Location

Are you now a member or have you ever held membership in a real estate board / association whether or not affiliated with the National Association of Realtors® Yes No

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

Central Listing Service at Ocean Reef, Inc.
Agreement Form (amended 05-12)

THIS AGREEMENT FORM IS MEANT TO COINCIDE WITH AND NOT PRECLUDE OR OVERRIDE THE BYLAWS AND RULES AND REGULATIONS OF THE CENTRAL LISTING SERVICE AT OCEAN REEF, INC. PRIVATE LISTING SERVICE.

I, the undersigned, desire to become an active member of the Central Listing Service at Ocean Reef, Inc. PLS, and submit this application for membership.

I have read and so understand the Central Listing Service at Ocean Reef's PLS By-Laws and PLS Rules and Regulations and accept and agree to faithfully observe these PLS 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 Central Listing Service at Ocean Reef and we will promptly comply with and conform to any orders or findings of said committee.

I understand that the CLS charges are as follows:

Service Fees and Charges

(a.) Initial participation fee: An applicant for participation in the CLS shall pay a one-time only, non-refundable application fee of \$175.00 with other such fee to accompany the application.

An applicant for a new broker office with the CLS as a participant in the Service shall pay a one-time initial participation fee that will be determined by the CLS Board of Directors upon receipt of the broker office application. This application fee shall not be less than \$7,632.75. This participation fee is not refundable in whole or in part for any reason.

(b.) Recurring participation fee (Main Office): The Annual main offices participation fee of each Participating Office shall be an amount equal to \$1,950.00 per office. Payment of such fees shall be made on or before the first day of the fiscal year of the CLS (January 1st). A \$50 reinstatement fee will be assessed if participant has voluntarily suspended services for more than 30 days.

(c.) Recurring participation fee (Branch Office): The Annual branch offices participation fee of each Branch Office licensed under a broker office shall be an amount equal to \$475.00 per office. Payment of such fees shall be made on or before the first day of the fiscal year of the CLS (January 1st). A \$50 reinstatement fee will be assessed if participant has voluntarily suspended services for more than 30 days.

(f.) Listing fee: A Participant shall pay a monthly listing fee in an amount equal to the number of listings he filed with the CLS during the previous month, multiplied by the listing fee of \$5.50 per listing. In the event a listing has been executed and the property is sold before publication of the listing, or it is withdrawn, the filing fee must still be paid.

(g.) Subscription fee: For each subscriber who has access to and use of the CLS System, whether licensed as a broker, sales licensee or licensed or certified appraiser who is employed by, affiliated as an Independent Contractor, or unlicensed assistant with a Participant, the Participant is responsible for a monthly subscription fee to equal \$12.50 for each subscriber.

Penalty and fines:

Detail on Listings Filed with the Service: A listing agreement and/or Property Facts and Listing Agents data form, when filed with the Central Listing Service at Ocean Reef's PLS by the listing broker shall be complete in every detail which is ascertainable as specified on the Facts and Listing Agents Data Form. The information includes, but is not limited to: address, condo name (if a condo), price, number of bedrooms, number of bathrooms, property type, frontage, area, if has dockage, if dockage is it assigned, and boat limit, graphic or photo, alternate key number, RE parcel ID number, lot size (sq. footage), flood plain (if known), is it in a rental program, ORC seller's membership requirement, Condo fees, if

any, ORCA/ACHA fees, NKLUC annual fee, public remarks, commission to cooperating broker, agent, broker, status, agent remarks, and showing instructions.

Agent, Broker, or Office Reference: No reference to an agent, broker or office can be made on a listed property facts page. It may only be on the listing agents sheet. Placement of an agent name, broker name, or office name or reference to an agent, broker or office in any other location of the listed property facts page **shall result in a \$50.00 fine.**

Zeros or blanks placed in the following fields shall result in the assessment of a \$5.00 fine per field: List price, Number of bedrooms*, Number of bath rooms*, Living Area Square footage, Lot size**, Dock limit (if has dockage), Ocean Reef membership requirement, Condo fees (if condo), ORCA/ACHA fees, Status, Listing expiration date, Coop broker fee, Listing agent, Broker W/ cell info, Property Remarks / Comments/ Description (as on Listed Property Facts Page), Photo or Graphic, and the Showing Instructions. If there is extenuating circumstances which prevent actual numbers from being entered, then the listing agent should make an explanation in the "Property Remarks for other Agents" 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.**

(* except for Docks, Lots, or Commercial Property, ** except for Docks or Commercial Property)

Data Entry Forms: The property data forms for any type of listing can be found under the "Member Login" Menu Tab then choose "CLS Form System" Menu Tab you must then choose "Login CLS Form System" and log onto the Form System. The Participant is responsible for providing a graphic of the listing in a BMP, JPEG, or TIFF format on CLS document distribution system. **Unless otherwise specified, entering false information into the database shall result in a \$25.00 fine.**

Public Description Field: The Property Remarks / Comments/ Description (as on Listed Property Facts Page "Public Description") field on the Property Facts form. Keep in mind that this information is what all web sites will use, 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 PLS System: It is a **\$1,000.00 fine for the first offense of allowing improper use of the PLS database.** Improper use of the PLS 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 Listing Agents data sheet or a login / 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 the listing is vacant land, the graphic may be a plat, survey, or aerial of the property. The graphic or photo shall be uploaded to the Central Listing Service at Ocean Reef document distribution system 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 "Property Remarks for other Agents" field. It is the Participant's choice to enter a separate listing for all Alternate Key and or RE Parcel ID numbers showing in the "Property Remarks for other Agents" field. If entered collectively in one listing under the "Property Remarks for other Agents" field then when part of a listed property has been sold (pending), proper notification should be given to the PLS. This notice will take the form of entering the pending property 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 Property Types: Listings may not be entered into more than one Property Type.

Violations of Fair Housing or other State or Federal Laws: The Central Listing Service at Ocean Reef's Board of Directors shall remove listings from the PLS 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 (CLS Status Change Form) 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, listing date extension, status (removed from market, active to pending, active to contingent, active to active with kick-out, kick-out to pending, contingency removed to pending, sale contract fell through, back on market, seller's club membership requirement changed, personal property changed, pending to closed/sold, etc.), or other change in the original listing agreement shall be made when proper documents (CLS Status Change Form) 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.**

Required Signatures for Change of Status of Listing: Any change in listed price, listing date extension, removed from market, must be on the CLS Status Change Form and signed by seller. Electronic signatures ok but must be submitted with CLS Status Change Form. A title company, attorney, or the listing agent must sign any pending to closed/sold status change and the listing agent must sign all. **Submitting CLS Status Change Form without proper signatures with the Service 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 Central Listing Service at Ocean Reef PLS 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 (CLS Status Change Form). 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 Central Listing Service at Ocean Reef PLS 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 Central Listing Service at Ocean Reef PLS 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 Central Listing Service at Ocean Reef along with a copy of the State of Florida form DBPR RE 10 as sent to DBPR. This form can be found from the department's [home page](#), click on "Apply for/Update Licenses" > click on "Real Estate" > click on "Sales Associates/Broker-Sales Associates" > click on "Change of Broker/Employer for Sales Associate or Broker Sales Associate". If any listings are to move with the agent, a separate letter or email must come from both brokers itemizing the listings by PLS number. The Central Listing Service at Ocean Reef will then email the request to the appropriate person / company to make changes. Any requests for a listing to be deleted from the PLS must be made to Central Listing Service at Ocean Reef in writing (CLS Status Change Form), 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 notified to the Participants. **Failure to notify the Service shall result in a \$25.00 fine to the Participant.**

ORC Agreement: If approved for membership in the Central Listing Service at Ocean Reef the Participant will be given the opportunity to become a party to an Agreement by and between Ocean Reef Club, Inc., Ocean Reef Club Rental Properties, Inc., Central Listing Service at Ocean Reef, Inc., and the current CLS member firms party thereto (the "ORC Agreement"), on the terms and conditions set forth therein. A copy of which will be provided and the Participant will have

