



**Northeast Florida Multiple Listing Service, Inc. (realMLS)
DBA realMLS**

**APPLICATION and AGREEMENT FOR ACCESS TO THE
NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC. (realMLS)
BY A NON-REALTOR APPLICANT
(Revised June 28, 2023)**

By filling out and agreeing to the terms of this application:

_____ (Applicant) as a BROKER, APPRAISER, LICENSEE (MLS Only Member) hereby applies to be a non-REALTOR member or MLS Only user of the Northeast Florida Multiple Listing Service, Inc. (realMLS) making a non-refundable payment in the amount of \$ _____. In the event this application is approved, Applicant agrees to abide by the realMLS Bylaws, Policies, Rules and Regulations, and terms of use of the realMLS for any of the services provided to and used by Applicant as a right under membership in realMLS, including the Standards of Conduct as from time to time amended. Applicant also agrees to arbitrate business disputes as defined by and pursuant to the arbitration procedures of the Northeast Florida Multiple Listing Service, Inc. Further that in any litigation arising out of any arbitration or out of this application, or the acceptance or denial thereof, Applicant agrees that the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees, including all levels of appeal.

Applicant understands and agrees that membership in realMLS is individual, non-transferable and non-assignable. In the event this application is approved, Applicant agrees as a condition of membership to complete those portions of the Orientation Course which are prescribed as pertinent and necessary for realMLS Membership and otherwise on Applicant's own initiative to thoroughly familiarize themselves with and abide by said realMLS Bylaws, Policies, and Rules and Regulation, including Standards of Conduct as from time to time amended.

Applicant agrees that membership in the realMLS is subject to suspension, cancellation, expulsion or limitation for cause as determined by realMLS without any legal responsibility for such action attaching in any manner whatsoever upon the Northeast Florida Multiple Listing Service, Inc., its employees and its officers, directors, members in their official capacity or as individuals; and Applicant hereby waives all claims against the realMLS, its officers, directors, employees, shareholders, and any and all members, past or present, arising out of any act in connection with the consideration, rejection or acceptance of this application or any action of the realMLS or its respective officers, directors, employees, shareholders, or members, subsequent to acceptance of this application.

Applicant agrees that if accepted for membership in the realMLS, Applicant shall pay the fees and dues as from time to time established, and that the act of paying realMLS fees and charges shall evidence Applicant's initial and continuing commitment to abide by the aforementioned Bylaws, Policies, Rules and Regulations, Standards of Conduct, and duty to arbitrate pursuant to and in accordance with the existing procedures and rules of the realMLS as from time to time amended.

If applying as a BROKER, Applicant further acknowledges and agrees that they are responsible for compliance with the realMLS Bylaws, Policies, Rules and Regulations, and Standards of Conduct for

all persons affiliated with their firm who utilize any of the services of realMLS. Applicant acknowledges that if accepted as an realMLS Member and Applicant subsequently resigns or is suspended or expelled from realMLS membership by the realMLS with an arbitration request or ethics complaint pending, realMLS may condition renewal of realMLS membership upon verification that Applicant will submit to the pending ethics and/or arbitration proceeding and will abide by the decision of a Hearing Panel; and/or if Applicant resigns or is suspended or expelled from realMLS membership without having complied with an award of arbitration or discipline resulting from an ethics hearing, realMLS may condition renewal of membership upon my payment of the award or compliance with the discipline, plus any costs that have previously been established as due and payable in relation thereto, provided that the award and such costs have not in the interim been otherwise satisfied. Applicant understands the fees for membership are not refundable and are due and payable at the time of application.

Intellectual Property Ownership; Enforcement.

Applicant acknowledges and agrees that the realMLS Database, and all copies, modifications, enhancement, and derivative works of the realMLS Database, are the property of the realMLS, and all right, title, and interest in and to the realMLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with realMLS. Applicant hereby irrevocably assigns to realMLS any and all rights which Applicant may have or acquire in and to the realMLS Database.

By submission of any listings content to realMLS, Applicant hereby grants to realMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, copy, publish, display, and reproduce the Listing Content, to prepare derivative works of the Listing Content, and to distribute the Listing Content or any derivative works thereof. This includes storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. Such license shall be deemed granted as of the moment of creation without the necessity of any further action on the part of either party. Applicant represents and warrants to realMLS with respect to the Listing Content for each Applicant's Listings that the Listing Content, and the license of rights in and to the Listing Content to realMLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

Applicant agrees not to challenge realMLS's rights in and to the realMLS Database or to take any action inconsistent with the license granted to the Listing Content under this Agreement. Applicant agrees to take all action and execute and deliver to realMLS all documents requested by realMLS in connection with the license granted to realMLS in and to the Listing Content. Applicant further agrees to take all action and execute and deliver to realMLS all documents requested by realMLS in connection with the copyright application and registration of the realMLS Database.

Without limiting the generality of this Agreement, but subject to the rights of Participants and Subscribers in the realMLS's multiple listing service to opt out of inclusion with respect to Listings submitted by such Participant or Subscriber as set forth in the Rules and Regulations, Applicant acknowledges and agrees that realMLS may use and license, or otherwise grants rights in or to the realMLS Database or any or all of the Listings included in the realMLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by realMLS, unless otherwise limited by a separate agreement between realMLS and the applicable Broker or by the Rules and Regulations.

Third-Party Products and Services; User Generated Content.

realMLS provides several third-party products and services as part of the realMLS membership, including, but not limited to, multiple listing service, showing services, digital offers platforms,

transaction platforms, and public records platforms (collectively, "Third-Party Products"). User Generated Content (UGC) is created through Applicant's/Member's interactions with Third-Party Products from information and data being populated or submitted by Applicant/Member to the Third-Party Products. Notwithstanding Applicant's/Member's ownership of UGC related to such Applicant's/Member's use of Third-Party Products, Applicant/Member: (i) acknowledges and agrees that realMLS may request Applicant's/Member's UGC from ShowingTime and/or any realMLS provided third-party products and service providers (each, a "Third-Party Service Provider") and Applicant/Member consents to such Third-Party Service Provider providing Applicant's/Member's non-aggregated and non-anonymized UGC to realMLS to use and (ii) grants realMLS a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide license to reproduce, distribute, transform and publicly display Applicant's/Member's UGC provided to realMLS by such Third-Party Service Provider. Any UGC publicly displayed by realMLS will be aggregated, generalized and anonymized to contain no reference to specific properties or individually identifiable information.

Indemnification.

Applicant shall indemnify and hold harmless realMLS and its officers, directors, employees, shareholders, and each of realMLS's Participants, Subscribers, Superusers and non-REALTOR members against all demands, actions, damages, costs, and liabilities, including reasonable attorney fees, arising from any claim connected with any Listing Agreement, this Agreement, or Listing Content or any portion of the Listing Content infringes the right of any third party.

APPLICANT ACKNOWLEDGES THAT THE FOREGOING MEANS THAT APPLICANT MUST ENTER A WORK FOR HIRE AGREEMENT OR MUST OBTAIN FULL ASSIGNMENTS OR FULL LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING AFFILIATES, SELLERS AND THIRD-PARTY CONTRIBUTORS, AS NECESSARY FOR APPLICANT TO LICENSE THE LISTING CONTENT TO realMLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT. IF APPLICANT FAILS TO DO SO, APPLICANT WILL ASSUME AND REIMBURSE realMLS FOR THE COST OF DEFENDING realMLS AND EACH OF realMLS'S PARTICIPANTS, SUBSCRIBERS, SUPERUSERS AND NON-REALTOR MEMBERS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

Submission to Jurisdiction; Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Applicant acknowledges that by using the services provided under this Agreement, Applicant has transacted business in the state of Florida. By transacting business in the state of Florida by agreement, Applicant voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Duval County, state of Florida, as to all matters relating to or arising from this Agreement.

Costs of Litigation.

If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

REALTOR Marks.

Applicant further acknowledges that Applicant understands that the term REALTOR is a registered collective membership mark that identifies a real estate professional who is a member of the NATIONAL ASSOCIATION OF REALTORS and subscribes to its strict Code of Ethics, and may not be used in any form of advertising, including but not limited to, business cards, websites and other printed forms, unless Applicant joins an Association/Board of Realtors.

Initial _____ Date _____

License Affiliation.

realMLS requires that your fee for membership is based upon payment for the broker and all licensees affiliated with (under) the broker. In addition, if applying as a Broker or Appraiser, you are obligated to inform realMLS immediately of all current and any new licensees and pay the appropriate fees.

Initial _____ Date _____

Applicant acknowledges receipt of or access to the realMLS Bylaws, Rules and Regulations, Policies and Standards of Conduct.

Applicant hereby submits the following information for realMLS's consideration:

Last Name: _____ First Name: _____

Middle Initial: _____

DBPR License #: _____ Last four of Social Security #: _____

Home Address: _____

City _____ State _____ Zip _____

Primary Contact #: _____ Email: _____

Name of Firm: _____

Firm Address: _____

City _____ State _____ Zip _____

Firm Primary Contact #: _____ Firm Fax: _____

Firm DBPR License #: _____

Firm Email: _____

Firm Web Address: _____

- What Position do you hold: Principal Partner Corporate Officer Other
- Are you actively engaged in the real estate profession? Yes No
- Do you hold yourself out to the general public as engaged in real estate? Yes No
- Do you actively offer and accept cooperation and compensation for listing and selling Real Estate? (If you are a broker or licensee and your answer is no, you may not be a member) Yes No
- Are you a member of any other real estate association/board whether or not affiliated with the NATIONAL ASSOCIATION OF REALTORS? Yes No

If yes, name each and type of membership

●Are you a member of any multiple listing service, whether or not affiliated with the NATIONAL ASSOCIATION OF REALTORS? ____ Yes ____ No

●Have you ever been refused membership in any other real estate board/association or multiple listing services? ____ Yes ____ No

If yes, state basis for each refusal and detail the circumstances related thereto: _____

●Is the office address, as stated above your principal place of business? ____ Yes ____ No

●List below the name and address 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 _____

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

NAME TITLE

NAME TITLE

NAME TITLE

●In what area of real estate do you specialize? _____

●Are there now or have there been within the past five years, any complaints against you or your firm to any state regulatory or other governmental agency or licensing body or any board/association of REALTORS or MLS? ____ Yes ____ No

If yes, specify the substance of each complaint in each state, the agency before which the complaint was made, and the current status or resolution of such complaint? _____

●Have you ever been convicted of a felony? ____ Yes ____ No. If yes, give details:

●Are you or is any real estate firm in which you are a sole proprietor, general partner or corporate officer ever been adjudicated bankrupt within the past three (3) years or involved in any pending bankruptcy or insolvency proceedings? ____ Yes ____ No

Applicant acknowledges that if the answer to the foregoing question is yes, realMLS may require as a condition of membership that Applicant pay by credit card or money order in advance for fees for up to one year from the date membership is approved or from the date that the applicant is discharged from bankruptcy, subsequent to becoming a Member in realMLS, the Member may be placed on a "Payment in full basis" from the date that bankruptcy is initiated until one year from the date that the Member has been discharged from bankruptcy.

Applicant agrees, if accepted for membership in the Northeast Florida Multiple Listing Service, Inc. to pay the fees and dues as established and amended from time to time. Applicant understands that full rights and privileges of membership will not be granted until Applicant completes the realMLS designated portions of the Orientation Program. If applying as a broker or appraiser, Applicant further agrees that all licensees affiliated with Applicant or Applicant's firm shall complete the Orientation Program as well.

Applicant agrees that the Northeast Florida Multiple Listing Service may include Applicant's name in the realMLS membership roster.

Applicant authorizes realMLS to send pertinent realMLS information by mail or any electronic media (such as but not limited to email, fax, text, tweet, robo calls etc.) from this date forward until revoked by me in writing to realMLS. Applicant authorizes realMLS to publish Applicant's email address and phone numbers in any realMLS owned or authorized website, product or service.

ACKNOWLEDGEMENT

Applicant hereby acknowledges and understands the information and screens available to Applicant may differ from the information and screens provided to REALTOR members.

Applicant hereby certifies that the foregoing information furnished is true and correct and agrees that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of membership, if granted.

Applicant Signature: _____ Date: _____

ALL FEES must accompany application.