



<u>Internal Use</u>	
MBR#	_____
FIRM#	_____
LIC#	_____
NRDS#	_____

**Northeast Florida Multiple Listing Service, Inc. (DBA realMLS)
Reciprocal Membership Application and Agreement**

The Realtor Broker, Appraiser, Licensee (Applicant) signing this form are members in “Good Standing”

Of The _____
PRIMARY ASSOCIATION/BOARD OF REALTORS (ASSOC)/Multiple Listing Service (MLS)

Office Name: _____

Office Address: _____,
Street Zip

Office Telephone: _____ Fax: _____

Listing Agent’s Name (Applicant): _____

Listing Agent’s Phone (Applicant): _____ Fax: _____

Listing Agent’s Email (Applicant): _____

FEES

_____(Initial) **I hereby acknowledge all application fees, dues, and/or listing fees are non-refundable.**

ACKNOWLEDGEMENT

My signature and that of my Broker verifies that I have a valid listing agreement for each listing entered. We understand that we may be requested to provide a copy of any listing agreement at any time. We agree to cooperate per the rules of realMLS. We further agree as a condition of reciprocating in realMLS to abide by all relevant Bylaws, Rules, Regulations, Policy, Procedures and other obligations of realMLS including payment of fees, to be bound by the realMLS Standard of Conduct and the National Association of REALTORS® Code of Ethics and Standard of Practice as established in the *Code of Ethics and Arbitration Manual*, on the same terms and conditions as realMLS members including the duty to arbitrate contractual disputes with other Brokers in accordance with the established procedures of realMLS. We understand that a violation of the Code of Ethics may result in termination of realMLS privileges. Any rights granted under this agreement do not confer voting privilege, eligibility for a position as a realMLS committee member, director or officer unless my entire office has joined. My listing(s) will appear on realMLS.com, NEFAR.com, REALTOR.com, IDX site(s) of realMLS members and any other form of display approved by the realMLS Board of Directors. Individual listings will be accepted from any REALTOR® or REALTOR® Associate, who participates in a REALTOR® owned MLS in the state of Florida and is a member in “Good Standing.” A letter of “Good Standing” from the Primary

Association/MLS is required. Broker's "realMLS staff-loaded individual Reciprocal listings" are limited to five per office per calendar year. The Broker/Appraiser is required to immediately notify realMLS of any changes in the license status of the broker/appraiser or their licensees, any address change of the company, and any changes to the status of the listings. Listing status changes require Listing Property Owner(s) and Listing Broker signatures.

Under the Reciprocal Policy listings represented in the Broker's Primary MLS by Agents, other than the listing Broker, are precluded from being entered into realMLS under the name of the Broker.

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 it may have or acquire in and to the realMLS Database.

By submission of any listings content to realMLS, Applicant and/or Broker 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. 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 Applicants and Subscribers in the realMLS's multiple listing service to opt out of inclusion with respect to Listings submitted by such Applicant 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.

Indemnification.

REALTOR Broker and REALTOR Licensee shall indemnify realMLS, its officers, directors, employees, shareholders and each of realMLS's Participants and Subscribers against all demands, actions, damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the 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 APPLICANTS, SUBSCRIBES AND PARTICIPANTS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

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.

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.

Submission to Jurisdiction; Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Sales Licensee acknowledges that by using the services provided under this Agreement, Sales Licensee has transacted business in the state of Florida. By transacting business in the state of Florida by agreement, Sales Licensee 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. Participant's

INITIAL CHECKLIST and SIGN on the following page

CHECK LIST ONE TIME RECIPROCAL LISTING

Applicant acknowledges and agrees that listings will **not be entered** into the realMLS database until **all required documentation** has been submitted and payment made in full. IMPORTANT: IN ORDER FOR A LISTING TO BE SUBMITTED TO THE MLS FOR WEEKEND EXPOSURE, ALL REQUIRED DOCUMENTATION MUST BE RECEIVED BY realMLS STAFF BY FRIDAY AT NOON ET.

Applicant agrees to submit the following REQUIRED documentation:

Attach _____ (Initial) **RECIPROCAL AGREEMENT** signed by **BOTH** the Listing Agent and Listing Broker.

Attach _____ (Initial) **LETTER OF GOOD STANDING** from a reciprocating Association of Realtors/MLS in the state of Florida. Must be for the Listing Agent (Applicant) and have a date not greater than 30 days from today.

Attach _____ (Initial) Signed copy of the **LISTING AGREEMENT**.

Attach _____ (Initial) **COPY OF THE LISTING** as entered into your primary MLS.

Attach _____ (Initial) **LISTING INPUT SHEET**. Please complete with as much information as possible. **IMPORTANT NOTE:** Pay particular attention to those data fields with an **UNDERLINED DESCRIPTION** as they are **REQUIRED** data fields. Listings cannot be submitted without data for **ALL REQUIRED FIELDS** being provided. If you have questions, please contact us at customercare@realmls.com or 904-281-1400 x1601.

NOTE: Security codes, gatecodes, lockbox codes or any code that gives access to the property are **PROHIBITED** in realMLS including Public and Private Remarks. Also, directions to the property are **REQUIRED** and must begin at a major intersection.

Attach _____ (Initial) At least **ONE IMAGE is REQUIRED**. These may be submitted via email in digital format (.jpg or .png only). **NOTE:** Images are not accepted if: copyrighted, enhanced, have logos, contact directives, For Sale signs in images, branding of any kind or include any identifiable people/children.

ALL requested documents *MUST* be completed in their entirety, submitted in a single email to customercare@realmls.com and signed by the proper parties. Payment in full is required prior to any listing be submitted.

Listing Agent Name (Applicant): _____

Listing Agent Signature: _____ Date: _____

Listing Broker Name: _____

Listing Broker Signature: _____ Date: _____

Submit