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West Volusia Association of REALTORS®

Agent/Broker-Sales Associate

APPLICANT INFORMATION

Name as shown on your professional license: _____

Nickname (if any): _____

Name of Firm where you are licensed: _____

Address of Firm: _____

City/State/Zip: _____

Office Phone w/area code: _____ Office fax: _____

Office Web Site Address: _____

Office License #: _____ Office MLS #: _____

Firm is a Sole Proprietorship DBA Partnership Corporation

PERSONAL INFORMATION

DBPR License # _____ Expiration Date: _____

Type of License: Broker Broker/Salesperson Salesperson Appraiser

Are you multi-licensed? Yes No First licensed in Florida in (month/year): _____

Position: Principal or Partner Corporate Officer Trustee Employee Independent Contractor

Home Address: _____

City/State/Zip: _____ Home Phone: _____

Cell Phone: _____ Preferred Mailing Address: Home Office

Member email address: _____

Date First Licensed in real estate (month/year): _____

Date you joined the firm listed on this application (month/year): _____

Date of Birth: _____ Place of Birth: _____

Are you currently or have you been a member of any other REALTOR® association since June 1998? Yes No

If so, which association, type of membership and dates of membership: _____

What REALTOR® designations, if any, do you presently hold? _____

NRDS #: _____ FIRM # _____

DATE: _____ ORIENTATION DATE: _____

APPLICATION CERTIFICATE

ALL APPLICANTS MUST READ AND SIGN

I understand that the terms REALTOR® and REALTORS® are registered service marks, and the registration is owned by the NATIONAL ASSOCIATION OF REALTORS® (NAR), and only as a member of a member association am I allowed to use these terms.

In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS® and the Constitution, Bylaws, Rules and Regulations of the West Volusia Association of REALTORS®, the Florida Association of REALTORS® and the National Association of REALTORS®. I consent that the Association may invite and receive information and comment about me from any member or other person and I further agree that any information and comment furnished to the Association by any person in response to the invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel or defamation of character.

I agree to arbitrate when required by the Code of Ethics and to abide by the decision of the Professional Standards Committee of the Association, or the decision of the Appeals Board in the event of an appeal. Irrevocably waive all claims against the Association, or any of its officers, directors, members, or employees, for any act in connection with the business of the association, and particularly as to its or their acts in electing or failing to elect, advance, suspend, expel or otherwise discipline me as an applicant member. I acknowledge that if accepted as a member, and I subsequently resign from the Association or otherwise cause membership to terminate with an ethics complaint pending, that the Board of Directors may condition renewal of membership upon my certification that I will submit to the pending ethics proceeding and will abide by the decision of the hearing panel.

I understand that I must: a) complete an Orientation course; b) complete the National Association of REALTORS® Code of Ethics training; c) pay all required dues and fees at the time of application submission; and d) comply with any required legal liability training as required from time to time by the Board of Directors as a condition of maintaining my membership.

I understand that if I fail to attend Orientation and/or fail to complete the NAR Code of Ethics training within 60 days and/or fail to pay the required total fees and dues, this application may be automatically deemed abandoned by the Association. Should it be abandoned, or should I voluntarily withdraw my application prior to completing the requirements, I understand that the application fee and dues paid will be forfeited and that I must reapply should I seek membership in the future.

If I am a Principal Broker, I certify that I am in compliance with all applicable Florida Real Estate Regulations, that I have no record of official sanctions involving unprofessional conduct, and that I have (had) no pending or recent personal or corporate bankruptcy within the past three years.

By signing below, I consent that the REALTOR® Associations (local, state, and national) and their subsidiaries, if any, may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications part of my membership.

Signature of applicant: _____

Date: _____

PAYMENT INFORMATION

CHECK # _____

VISA MASTERCARD DISCOVER AMEX ACCOUNT #: _____ Expiration Date: _____

CARD HOLDER NAME: _____

SIGNATURE: _____



Primary Association/Board _____
Stellar MULTIPLE LISTING SERVICE
 PARTICIPATION FEE/ ACTIVATION AGREEMENT
SUBSCRIBER

This agreement is made on _____, 20____ between the Subscriber and Stellar Multiple Listing Service.

- Annual/Prorated Participation Fee \$ _____
- New Member Setup \$95 (this fee will also apply for members reinstating after 1 full billing cycle)
- New Company Processing Fee \$220 (this fee will also apply for brokers reinstating after 1 full billing cycle)
- Member Reactivation Fee \$125 (this fee will apply to members who have been inactive for less than 1 full billing cycle)

The access issued to each Participant or Subscriber is unique and strictly confidential to that person. Authorized Participant./Subscriber agrees that should a disclosure of account information result in access by an unauthorized third party, Authorized Participant./Subscriber may be subject to penalties as follows:

- 1) **A fine of up to \$15,000 (as determined by the Board of Directors) for each occurrence will be assessed against any Participant./Subscriber found to have allowed or provided access to the Stellar MLS system by an unauthorized person.**
- 2) **Permanent revocation of on-line access rights for the second instance.**

In compliance with Stellar MLS Rules and Regulations, this Agreement provides for the **Participant./Subscriber** as a primary or secondary member, to gain immediate access to the MLS and Public Record database for use in listing, searching and retrieving the data contained therein. **This right is contingent upon the PARTICIPANT, SUBSCRIBER completing the required training course within the 60-day period allowed. Failure to do so will result in suspension of the right to access the MLS database.** The **Participant./Subscriber** agrees to comply with Stellar MLS Rules and Regulations. Any other use, reuse, or resale of this data is prohibited. The term of this Agreement shall commence upon initiation of service to the **Participant./Subscriber**. The Agreement is not assignable. The **Participant./Subscriber** hereby indemnifies the Service and any Reciprocal Service and agrees to hold harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from a **Participant./Subscriber**.

Definition of MLS Participant. Any REALTOR® of any other Association/Board or any non-Realtor® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, shall be eligible to participate in Stellar MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

****** Use of information developed by or published by Stellar MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized use is prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

COMPANY / SUBSCRIBER INFORMATION

NEW (or current) Office/Company Name: _____ Firm#: _____
 (Please Print)

OLD Office/Company Name: _____ Firm#: _____
 (Please Print)

Your Name: _____ Member#: _____
 (Please Print)

Attention Subscriber: MLS participation fees are paid by the authorized user directly to Stellar MLS, 247 Maitland Ave. Suite 2000, Altamonte Spring, FL 32701. Due date is May 15 (annual). Penalties will apply to all payments not received by 5:00 P.M. The Principal Broker is ultimately responsible for the payment of all fees for participating licenses in his/her company.
NOTE: MLS FEES OR PRO-RATED MLS FEES ARE NOT REFUNDABLE. Initial _____

****SIGNATURE:** _____
*****SIGNATURE REQUIRED STATING YOU AGREE TO THE ABOVE TERMS*****