



Primary Association/Board _____

MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE

**PARTICIPATION FEE/NEW OFFICE/ACTIVATION AGREEMENT
BROKER PARTICIPANT/SUBSCRIBER**

This agreement is made on _____, 20____ between the PARTICIPANT or Subscriber and My Florida Regional Multiple Listing Service...

MFR Annual Participation Fee \$_____ New Member Setup \$90 New Company Processing Fee \$215

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 \$5,000 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 MFRMLS system by an unauthorized person.**
- 2) **Permanent revocation of on-line access rights for the second instance.**

In compliance with MFRMLS 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 MFRMLS 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 MFRMLS 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.

** Use of information developed by or published by MFRMLS 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 / PARTICIPANT, SUBSCRIBER INFORMATION

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

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

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

Attention Participant/Subscriber: MLS participation fees are paid by the authorized user directly to MFRMLS, 5032 Goddard Ave, Orlando, FL 32804. 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.

****SIGNATURE:** _____

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