

EMERALD COAST ASSOCIATION OF REALTORS®



**QUALIFYING
BROKER
MEMBERSHIP
PACKET**



2019

EMERALD COAST ASSOCIATION OF REALTORS®

**MEMBERSHIP APPLICATION PACKET
FOR QUALIFYING BROKERS,
GENERAL OR CERTIFIED APPRAISERS**



EMERALD COAST ASSOCIATION OF REALTORS®

850-243-6145 www.EmeraldCoastRealtors.com



Rely on a Realtor®

MEMBERSHIP INFORMATION

FOR QUALIFYING BROKERS, GENERAL OR CERTIFIED APPRAISERS

ECAR	Emerald Coast Association of REALTORS®
FR	Florida REALTORS®
NAR	National Association of REALTORS®

The Qualifying Broker (must have a current/active Florida broker's license) must be a REALTOR® member of ECAR in order for licensees affiliated with the Qualifying Broker to select ECAR as their primary or secondary association.

Security Deposit, Fees and Dues payment are required to be paid in full at the time application is submitted. PLEASE DO NOT SUBMIT YOUR APPLICATION WITHOUT PAYMENT

OFFICES:

A \$100 Security Deposit is required for all offices (refundable less any outstanding balance upon resigning from ECAR). A copy of the DBPR (Department of Business and Professional Regulations) issued Florida Corporation License (for a corporation, LLC, or Partnership) is required, or if you do not have a corporation license and are working under your Florida broker's license then a copy of your Florida broker's license is required (if you work under your Florida broker's license you must file as a Sole Proprietor with DBPR and show as such on their web site before you can apply for membership). If the Qualifying Broker or Certified/General Appraiser becomes a member of ECAR, he/she is required to sign up every corporation, LLC, partnership, or sole proprietor in which they are listed as a Qualifying Broker and or Certified/General Appraiser unless it is a "referral only" company. The Qualifying Broker is required to report all licensees to ECAR and the Certified/General Appraiser is required to report all appraisers that show their office as their license location on DBPR's web site to ECAR (and should also report anyone who leaves their office).

PRIMARY MEMBER:

An individual is a primary member of ECAR if they pay local, state and national dues through ECAR. New member dues apply. Code of Ethics training and Orientation are required.

SECONDARY MEMBER:

An individual is a secondary member if they pay current state or national dues through another association/board. A Letter of Good Standing is required from your primary association/board. If the current year's Florida REALTORS® and NAR dues have been paid through your primary association/board then only the Application fee and ECAR local dues apply. If only the current year's NAR dues have been paid through your primary association/board, then the Application fee, ECAR local dues, Florida REALTORS® processing fee, Florida REALTORS® dues and Florida REALTORS®

assessment apply. Membership dues shall not be prorated if an individual held REALTOR® membership during the preceding calendar year. Code of Ethics training will be waived provided you have completed the Code of Ethics training for the current cycle (this must be stated in the Letter of Good Standing). The New Member Orientation class will be waived provided you have completed the New Member Orientation class with your current association/board in the State of Florida (this must be stated in the Letter of Good Standing).

TRANSFERRING MEMBER:

An individual is a transferring member if they have paid their current state or national dues through another association/board for the current year and are transferring their primary membership to ECAR. A Letter of Good Standing is required from your primary association/board. If the current year's Florida REALTORS® and NAR dues have been paid through your primary association/board then only the Application fee and ECAR local dues apply. If only the current year's NAR dues have been paid through your primary association/board, then the Application fee, ECAR local dues, Florida REALTORS® processing fee, Florida REALTORS® dues and Florida REALTORS® assessment apply. Membership dues shall not be prorated if an individual held REALTOR® membership during the preceding calendar year. Code of Ethics training will be waived provided you have completed the Code of Ethics training for the current cycle (this must be stated in the Letter of Good Standing). The New Member Orientation class will be waived provided you have completed the New Member Orientation class with your current association/board in the State of Florida (this must be stated in the Letter of Good Standing).

REINSTATING MEMBER:

An individual is a reinstating member if they were a prior member of ECAR and has not been inactive with the association for more than 18 months. Membership dues shall not be prorated if an individual held REALTOR® membership during the preceding calendar year. Code of Ethics training will be waived provided you have completed the Code of Ethics training for the current cycle. Orientation is not required.

APPRAISER:

An individual who is a Certified General or Certified Residential Appraiser. If an appraiser also has a current/active real estate license, then the real estate license takes precedence over the appraiser license. Membership would be the same as above, whichever applies.

NAR CODE OF ETHICS TRAINING:

Can be taken online or in the classroom. Once your application is processed you will receive an email with detailed instructions. The NAR Code of Ethics training for new members will be required for all applicants. If you are a Secondary, Transferring, or Reinstating Member the Code of Ethics training will be waived provided you have completed the course of the current cycle.

Once you become a REALTOR® member, the Quadrennial REALTOR® Ethics Training is required in order to maintain your REALTOR® membership and must be taken every 2 year cycle as determined by NAR. If you just completed the New Member Code of Ethics training, you should be in compliance for the current two-year cycle.

ORIENTATION:

Can be taken online or in the classroom. Once your application is processed you will receive an email with detailed instructions. Orientation is required for all applicants (unless you are a reinstating, secondary or transferring member – see requirements above). Orientation is given once per month (no Orientation in the month of December). You will have 3 months to complete the Orientation. If you do not complete the Orientation within the 3 month time period, your application for membership will be cancelled and you forfeit the Application fee. Once forfeited you must repay the application fee to reinstate your application. You must complete Orientation before you can become a REALTOR[®] member of ECAR. If you arrive at Orientation late or leave early, you will be required to complete the entire Orientation again.

MONTHLY BILLING:

All billing is sent via email. If you check Do Not Allow in the email category under your contact information, you will not receive any emails from the association, this includes billing. If you check Do Not Allow and you do not receive the billing you will still be responsible for checking your account through the portal and paying your account monthly. No excuses.

REAL ESTATE LICENSE & CHANGES MADE WITH DBPR:

ECAR has nothing to do with your real estate license and no connection with DBPR. (ECAR is connected to FR & NAR only) All Florida licensing is handled through the Department of Business and Professional Regulations (DBPR). It is your responsibility to keep up with your continuing education and to know when your license expires. ECAR does not have the ability to check your CE credits reported to DBPR. If your real estate license becomes suspended or expires, you will be inactivated from ECAR until it has been re-activated. Please email ECAR a copy of any notification you send in to DBPR (name change or other). Once DBPR is showing the change on their web site, we can then make the change in our database. Address or phone number changes can be made to ECAR over the phone or via email. Remember, we will not know if your changes unless you report them to us.

CHANGING OFFICES:

A licensee changing brokers must notify ECAR by sending in a copy of the DBPR confirmation and a new MLS Subscriber Agreement for MLS access. MLS access will be suspended until the new agreement is sent to us.

ASSOCIATION SERVICES**ECAR (Local):**

- Public listing web site EmeraldCoastHomesOnline.com (listing entry through ECAR MLS only)
- Public listing web site EmeraldCoastCommercialOnline.com (listing entry through ECAR MLS only)
- Key Box Service
- Key and key box support available after hours, including holidays and weekends
- MLS support available after hours, including holidays and weekends
- Sign up for classes online
- View and pay your bill online
- Enforcement of the Code of Ethics, including arbitration and mediation
- Advocacy at the local level
- Educational, professional development and networking opportunities

- Print and electronic communications
- Code of Ethics training/Orientation
- Monthly billing for association services

Florida REALTORS® (State):

- Legislative and political affairs at the state level
- Educational and professional development
- Conventions and networking opportunities
- Print and electronic communications
- www.floridarealtors.org
- www.floridalivingnetwork.com (listing entry through ECAR MLS only)
- Legal Hotline
- Tech Helpline

NAR (National):

- Industry Standards
- National public policy and legal advocacy
- Legislative and political affairs at the national level
- REALTOR® Public Awareness Campaign
- REALTOR®.com (listing entry through ECAR MLS only)
- REALTOR®.org
- REALTOR®.org/RCA-Web site of the REALTORS Commercial Alliance
- REALTOR® Magazine and REALTORMAG Online
- Educational and professional development
-

Applications are available on our web site at www.EmeraldCoastRealtors.com. Applications may be scanned and emailed in and deposit/fees/dues may be paid by credit card or mailed in with a check (make checks payable to ECAR), or hand delivered. Applications will not be processed until all documentation plus deposit/fees/dues required are received.



EMERALD COAST ASSOCIATION OF REALTORS®

Phone: 850.243.6145 www.EmeraldCoastRealtors.com



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2019 MEMBERSHIP DUES FOR QUALIFYING BROKERS, GENERAL OR CERTIFIED APPRAISERS

The Application Fee is a one-time fee UNLESS you have been inactive with the association for more than 18 months, you don't complete the Orientation within the required 3 months, or if you are ever terminated for non-payment on account. If Orientation is not completed or you are terminated by ECAR, you forfeit the Application fee you paid and must re-pay a new Application fee, plus any other fees/dues owed to ECAR to reinstate your membership.

The Florida REALTORS® Processing Fee is a one-time fee UNLESS you do not pay your dues renewal on time next year – Florida REALTORS® will drop your membership and you will be required to repay the fee to reinstate your membership.

The 2019 dues include a \$35 mandatory assessment by NAR to fund a Nationwide Public Awareness Campaign and a \$30 mandatory assessment by Florida REALTORS® for the Issue Advocacy Fund. These assessments are required and not prorated.

Dues payments to the EMERALD ASSOCIATION OF REALTORS®, INC. are not tax deductible as charitable contributions. Portions of such payments may be deductible as ordinary and necessary business expenses.

Membership fees/dues are non-refundable.

Example for brand new members: We can only process your app in the month you are paying for. If you join in the month of February, you will pay the Feb dues. This pays your membership from Feb until the end of this year. However, membership dues shall not be prorated if an individual held REALTOR® membership during the preceding calendar year.

Local – ECAR

FR - Florida REALTORS®

NAR – National Association of REALTORS®

JANUARY

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$266
FR Dues	\$116
FR Assessment	\$30
NAR Dues	\$150
NAR Assessment	\$35
Total	\$927

MARCH

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$221.66
FR Dues	\$96.67
FR Assessment	\$30
NAR Dues	\$125
NAR Assessment	\$35
Total	\$838.33

MAY

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$177.32
FR Dues	\$77.33
FR Assessment	\$30
NAR Dues	\$100
NAR Assessment	\$35
Total	\$749.65

JULY

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$132.98
FR Dues	\$58
FR Assessment	\$30
NAR Dues	\$75
NAR Assessment	\$35
Total	\$660.98

FEBRUARY

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$243.83
FR Dues	\$106.33
FR Assessment	\$30
NAR Dues	\$137.50
NAR Assessment	\$35
Total	\$882.66

APRIL

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$199.49
FR Dues	\$87
FR Assessment	\$30
NAR Dues	\$112.50
NAR Assessment	\$35
Total	\$793.99

JUNE

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$155.15
FR Dues	\$67.67
FR Assessment	\$30
NAR Dues	\$87.50
NAR Assessment	\$35
Total	\$705.32

AUGUST

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$110.81
FR Dues	\$48.33
FR Assessment	\$30
NAR Dues	\$62.50
NAR Assessment	\$35
Total	\$616.34

SEPTEMBER

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$88.64
FR Dues	\$38.67
FR Assessment	\$30
NAR Dues	\$50
NAR Assessment	\$35

Total **\$572.31**

OCTOBER

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$66.47
FR Dues	\$29
FR Assessment	\$30
NAR Dues	\$37.50
NAR Assessment	\$35

Total **\$527.97**

NOVEMBER

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$22.13
FR Dues	\$19.33
FR Assessment	\$30
NAR Dues	\$25
NAR Assessment	\$35

Total **\$483.63**

Please note: If you are joining the association in December, you will pay the December prorated new member dues and then your membership renewal dues for the following year are due on/or before December 31, of this year.

DECEMBER

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$22.13
FR Dues	\$9.67
FR Assessment	\$30
NAR Dues	\$12.50
NAR Assessment	\$35

Total **\$483.63 and**
2019 dues to be paid on or before December 31st of this year.

**2019 MEMBERSHIP DUES
FOR QUALIFYING BROKERS, GENERAL OR CERTIFIED APPRAISERS**

\$100 Security Deposit is required for all offices (refundable less any outstanding balance upon resigning from ECAR).

\$ _____ **2019 Membership Dues** – pays your membership thru the end of this year Dec 31, 2019

\$35 Monthly MLS fees. If joining before the 16th of the month the MLS fees will be billed to you. You can either pay with your application or pay before the end of the month.

\$ _____ **Total Amount to be charged to credit/debit card.**

Credit Card Payment Form

PLEASE PRINT:

Card Type ___ Visa ___ MasterCard ___ American Express ___ Discover

Credit Card Number: _____

Expiration date: _____

Security Code on card _____

Cardholder's name

Name of applicant if different from cardholder's name

Credit card billing address City, State, Zip code

Phone number



**APPLICATION FOR MEMBERSHIP
FOR QUALIFYING BROKERS, GENERAL OR CERTIFIED APPRAISERS**

I hereby apply for Membership in the EMERALD COAST ASSOCIATION OF REALTORS®, INC., and enclose my payment, which I understand will be returned to me if I am not accepted to membership. In the event my application is approved, I agree as a condition of membership to complete the Orientation course of the Association 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 Arbitration Manual of the Association and the Constitution Bylaws, and Rules and Regulations of the Association, the FLORIDA REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®. 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, Rules and Regulations, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize the Association through its Membership Committee or otherwise, to invite and receive information and comment about me from any Member or other person in response to any such 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.

Applicant acknowledges that if accepted as a REALTOR® Member and he/she subsequently resigns or is expelled from membership in the Association 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 of 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 may 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.

I hereby submit the following information for your consideration:

EMERALD COAST ASSOCIATION OF REALTORS®

www.EmeraldCoastRealtors.com

Phone: (850) 243-6145

**2019 APPLICATION FOR MEMBERSHIP
QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER**

LEAVE BLANK (ECAR use only) ECAR Number _____ ECAR MLS ID _____

LEAVE BLANK (ECAR use only) Office Number _____ Office MLS ID _____

**PLEASE PRINT CLEARLY
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

Name: _____

First name Middle name Last Name Generation (Jr. Sr.) Nickname

Note: Your last name must be the same as it shows on your Real Estate License

Home Address _____

Note: Do not put your office address unless your home is registered with DBPR as your office

City, State, Zip Code

Mailing Address: _____

(Only if different from home address)

City, State, Zip Code

Phone Numbers – ***Include Area Code if other than 850***

Cell: _____ Home if different from cell: _____

Fax: (only if personal, not your office) _____

Preferred Email _____

Secondary Email _____

Web Page http://www _____

Date of Birth _____ Gender _____ Male _____ Female

Are you a Military Veteran? _____ No Branch _____ How long _____

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

License Type: ___ Broker ___ Appraiser Year first licensed in Florida _____

Real Estate License Number _____ Expiration Date _____

Appraiser License Number _____ Expiration Date _____

In which other states are you currently licensed? _____

Has your Real Estate or Appraiser’s license been revoked in this or any other state?

Yes _____ No _____ If yes attach details.

MEMBERSHIP CATEGORY (*Choose only one*)

_____ Primary Member

_____ Secondary Member (*Currently hold a primary membership with another association/board*)

_____ Transferring Member (*Currently hold a primary membership with another association/board but transferring the primary membership to ECAR*)

_____ Reinstating Member (*Prior member of ECAR and have NOT been inactive from ECAR for more than 18 months*)

_____ Appraiser (_____ Registered _____ Certified General _____ Certified Residential)

If you are a Secondary Member or Transferring Member a Letter of Good Standing is required from your current primary association/board stating that your local, state & national dues have been paid for the current year, that your New Member Orientation has been completed and the date the NAR mandated Code of Ethics training was completed. (A receipt for your dues payment is not acceptable.)

Have you EVER been a member of a Real Estate association/board? _____ Yes _____ No

If yes, please list below (please spell out the name of the association/board – no initials)

_____	_____	_____
Association/Board	State	What Year(s)

Are you currently a member of another Real Estate association/board other than ECAR?

_____ Yes _____ No

If yes, please list below (please spell out the name of the association/board – no initials)

_____	_____	_____
Association/Board	State	What Year(s)

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

Have you paid current year dues? _____ Yes _____ No

If yes, which association/board did you pay them through? _____

If you are currently a member of more than one association/board (other than ECAR), what is the name of your Primary association/board? (Your primary association is the one through which you pay your NAR dues) _____

I understand that if I paid prior year REALTOR® dues with any association/board, then my local dues and NAR dues will not be prorated. And I also understand that if I paid prior year dues with Florida REALTORS®, my state dues will not be prorated.

Did you pay prior year dues? ____ Yes ____ No

If yes, name of association/board did you paid them through? _____

When you become a member of an association/board a NRDS (National REALTOR® Database System) number is issued to you. This number will never change.

NRDS Number (*will be on your Letter of Good Standing*) _____

The NAR mandated Code of Ethics training is required every 2 year period as determined by NAR in order to maintain your REALTOR® membership. The New Member Code of Ethics training must be completed before you can be registered for Orientation. If you have already taken the Code of Ethics training for this period, please provide proof. (Certificate or Letter of Good Standing, etc.)

Do you have any unsatisfied discipline pending for violation of the Code of Ethics?

____ Yes ____ No If yes, attach details.

Have you ever been refused membership in any other association/board of REALTORS®?

____ Yes ____ No If yes, attach the basis for each such refusal and detail the circumstances related thereto.

Have you been found in violation of state real estate licensing regulations, civil rights laws or other laws prohibiting unprofessional conduct rendered by the court or other lawful authorities within the last three (3) years?

____ Yes ____ No If yes, attach details.

Within the last ten (10) years, have you been: 1) convicted of a crime punishable by death or imprisonment in excess of one year or 2) been released from confinement imposed for that conviction?

____ Yes ____ No If yes, attach details.

Article IV, Section 2, of the NAR bylaws prohibits Member Boards from knowingly granting REALTOR® membership to any applicant who has an unfulfilled sanction pending which was imposed by another association of REALTORS® for violation of the Code of Ethics. (Adopted 1/01)

Additional optional applicant information to be completed and considered only if the Association has adopted Section 2c from Article V of the NAR Model Bylaws.

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

Have you been found in violation of the Code of Ethics or other membership duties in any Association/Board of REALTORS® in the past three (3) years?

Yes No If yes, attach details.

Are there pending ethics complaints against you?

Yes No If yes, attach details.

Do you have any unsatisfied discipline pending?

Yes No If yes, attach details.

Are you a party to pending arbitration request?

Yes No If yes, attach details.

Do you have any unpaid arbitration award or unpaid financial obligations to another association/board of REALTORS®? or an Association/Board MLS?

Yes No If yes, attach details.

OFFICE INFORMATION MUST BE COMPLETED

Is this office the _____ Corporate or _____ Branch Office? If it is a branch office, then this application must be completed with the branch office information and not the corporation info.

Corporate/LLC/Partnership License Number _____ Expiration Date _____

Branch Office License Number _____ Expiration Date _____

I am a Sole Proprietor (Note: If this firm is a corporation, LLC, etc., then you are not a Sole Proprietor with this firm – a Sole Proprietor works under their broker’s license only and may or may not be “doing business as.”)

Office corporate name as registered with DBPR

Office “Doing Business As” Name (DBA must be registered with DBPR)

Office Address, City, State, and Zip

Office Mailing Address: _____

If different from office location address

Office Phone: _____ Office Fax: _____

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

Company E-mail Address: _____

Company Web Site (URL): http://www. _____

Please list the Name and Address of any other Real Estate corporations, LLC, or partnership you are on Officer/Director of: _____

State the names and titles of all other offices and directors with your corporation, LLC, or partnership. (If more than 3, please list on an additional sheet of paper.)

Name Title

Name Title

Name Title

Are you or is any Real Estate Firm in which you are a Sole Proprietor, Corporate Officer or Director, or General Partner involved in any pending bankruptcy or insolvency proceedings or have you or any Real Estate Firm in which you are a Sole Proprietor, Corporate Officer or Director, or General Partner been adjudged bankrupt in the past three years? _____ Yes ___ No
(If yes, attach details)

Applicant acknowledges that if the applicant or any real estate firm in which the applicant is a Sole Proprietor, Corporate Officer or Director, or General Partner been adjudged bankrupt in the past three years, the association may require as a condition of membership that the bankrupt applicant pay cash in advance for association and MLS fees for up to one 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 association, then member may be placed on a "cash basis" from the date that the bankruptcy is initiated until one year from the date the member has been discharged from bankruptcy.

You must show active online with DBPR before we can process your paperwork. Should any of your information change, please notify us directly so we may update your membership record, as we have no connections with DBPR.

-As a Qualifying Broker I understand that I am required to report all licensees licensed with me to the association.

-As a Certified or General Appraiser I understand that I am required to report all licensed appraisers, whether Certified or General, that register my office address with DBPR to the association.

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

IMPORTANT – Please Read

If accepted for membership in this Association, I agree to the following:

I shall pay the fees and dues as from time to time established.

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.

I fully understand that the Membership dues/fees are non-refundable.

Membership dues shall not be prorated if an individual held REALTOR® membership during the preceding calendar year.

I understand that if I do not complete the New Member Code of Ethics Training and Orientation within the 3 required months, my application will be canceled, I forfeit the Application fee, and in order to reinstate my application I will be required to pay a new application fee.

I understand that if I am terminated for non-payment of dues, non-payment on account or if inactive with the association for more than 18 months, I will be required to pay a new application fee in addition to the dues/fees, penalties (if any), and balance on account (if any) to reinstate my membership.

If dues and other financial obligations to the Association are not paid within the allotted time, I understand that my account may be subject to collections.

I also understand that if I have not completed the NAR Mandated Code of Ethics training during the current 2-year period determined by NAR, my REALTOR® membership will be suspended until the association receives proof that the course has been completed or terminated automatically if not completed by the date required by NAR.

By signing below, I have read, understand and agree to the terms above.

Signature: QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

WE WILL NOT ACCEPT SIGNATURES THAT ARE TYPED. MUST BE ORIGINAL OR ELECTRONICALLY SIGNED.

Date: _____

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER MLS Access at ECAR Information Overview

ECAR - Emerald Coast Association of REALTORS®

▪ Qualifying Broker, General/Certified Appraiser (unless the appraiser is certified and DBPR shows their license is with a certified appraiser who applies to participate, then they would be referred to as a Subscriber and need to complete an MLS Agreement for an agent).

The Participant is responsible for any and all unpaid MLS fees.

▪ The Qualifying Broker must have a current/active Florida broker's license in order to participate in ECAR MLS. A Florida real estate licensee (Subscriber) cannot access ECAR MLS unless their Qualifying Broker is an MLS Participant.

▪ If a Qualifying Broker is an MLS Participant then the Qualifying Broker will be billed monthly non-member MLS fees for any licensee who is not a member of any association/board and regardless of whether or not the licensee(s) use or want access to the MLS.

▪ General or Certified Appraisers must be a member of ECAR in order to receive full MLS services. Core services only provide you with access to active listings.

▪ MLS training classes are not required, but strongly encouraged. For a schedule of class dates and times, go to our website: www.EmeraldCoastRealtors.com.

▪ MLS Rules are available on our website: www.EmeraldCoastRealtors.com.

* The Qualifying broker, General/Certified Appraiser is responsible for any/all unpaid monthly MLS fees.

MLS Participant Agreement for Designated Broker of an Office

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the Emerald Coast Association of REALTORS® (hereinafter referred to as "The Association"), and the undersigned, a Qualifying Broker, General or Certified Appraiser in a licensed real estate or appraisal company; (hereinafter referred to as "The Participant").

WHEREAS, The Association operates a Multiple Listing Service ("MLS") for the use of authorized Participants and Subscribers, and,

WHEREAS, The Participant wishes to utilize such services for his or her self and any or all of his or her licensed real estate brokers or agents; and general or certified appraisers who are members in good standing of an Association or Board of REALTORS® other than ECAR, (hereinafter referred to as "Subscribers").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Participant agrees to abide by The Association's Multiple Listing Service Rules, as they may be amended from time to time, including the fines and penalties for infractions of these rules by him or her or any of his or her Subscribers.
2. The Association agrees to maintain Multiple Listing Service Rules in accordance with National Association of REALTORS® ("NAR") Handbook on Multiple Listing Policy and have these rules reviewed by NAR on a periodic basis as required by NAR policy.
3. The Participant agrees to prohibit access to the MLS by those not authorized to use the MLS, and agree to keep any security features, including but not limited to passwords, confidential.

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

4. The Participant agrees to maintain any listing information he or she may provide to the MLS in a complete, accurate, and timely manner, and take full responsibility for the information entered by him or her and his or her Subscribers.

5. The Participant agrees to allow the Association to distribute and disseminate listing information to other Participants and Subscribers of the MLS, and to others, with approval of the Participant, as may be desired or necessary, consistent with the functions of an MLS.

6. The Participant acknowledges that any copyright and ownership interests in property images taken by photographers through agreement with The Association shall belong to the Association. Copyright and ownership interests in images submitted by The Participant shall remain with the Participant, however The Participant grants license to The Association to reproduce, distribute and transform the image and place an Association copyright legend on the image.

7. The Participant agrees not to sell MLS data nor to recompile MLS data, derive products or analyses from the MLS Data, nor distribute in written, printed or electronic form, proprietary or copyrighted information of The Association other than the Participant's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of The Association and the property owner whose information is so disseminated, except for appraisal or comparative market analysis ("CMA") purposes or the marketing of properties or prospective purchasers or tenants.

8. The Participant agrees to take full responsibility for actions taken by any of his or her Subscribers and will do everything in his or her power to ensure that his or her Subscribers follow the MLS Rules.

9. The Participant agrees to take full responsibility for any persons other than Subscribers contracted or employed by the Participant or his or her Subscribers, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the Association.

IN WITNESS THEREOF, the parties hereto have executed this Participant Agreement as of the date first written above.

Participant Signature (Qualifying Broker):

Date:

WE WILL NOT ACCEPT SIGNATURES THAT ARE TYPED/. MUST BE ORIGINAL OR ELECTRONICALLY SIGNED.

Participant Name (Qualifying Broker) Printed):

Qualifying Broker's email address

Office Name:

Office Phone:

Office Address

City, State, Zip code

Office email address

Office website

QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER
MONTHLY AUTOMATIC CREDIT CARD BILLING AUTHORIZATION FORM

Please complete this form. This form is giving the Emerald Coast Association of REALTORS® permission to automatically bill your credit card for monthly MLS fees and your total charges will appear on your monthly credit card statement.

Applicant Name

Phone number

Your Monthly MLS fees are \$35

Credit Card Payment Form

PLEASE PRINT:

Card Type Visa MasterCard American Express Discover

Credit Card Number:

Expiration date:

Security Code on card

Cardholder's name

Name of applicant if different from cardholder's name

Credit card billing address

City, State, Zip code

Phone number

If you need to change your card information at any time, please contact our accounting dept. directly at 850-243-6145 x 2. CANCELLATION – Cancellation of MLS access and automatic payment must be in writing.

Supra Prices

August 25, 2018 – August 24, 2019

Keys

eKey Lease – Uses a SmartPhone (iPhone, Android, etc.).

Go to www.supraekey.com for a current list of approved devices for eKey use.

\$ 50.00 Activation Fee

\$17.04 per month plus 6% tax for basic service which includes key software and is billed monthly by debit or credit card only.

If you would like a key please complete and return a signed copy of the Keybox System Rules and the eKey order form. For questions please call (850) 244-2411.

Keyboxes

Keyboxes are purchased from ECAR and are warranted for 6 years.

\$125 each New Supra Bluetooth & Infra-red lockbox (BT LE IBox)

EMERALD COAST ASSOCIATION OF REALTORS®
SUPRA ADVANTAGE EXPRESS SUPRACARD AND KEYBOX
LEASE AGREEMENT WITH DESIGNATED REALTOR® MEMBERS

FOR QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

Note: Regardless of whether you do or do not have a Supra key, please complete this paperwork. This does not require you to get a key, as keys are optional. However if not completed, any of your licensees that currently have a Supra key will not be able to use their key and no new agents will be able to obtain a key until this paperwork is received from you.

NAME _____ AGENT ID _____

OFFICE: _____ OFFICE ID _____

This agreement is entered into by the Emerald Coast Association of Realtors® (the Association) and the Designated Realtor® and office named above.

The undersigned acknowledge and agrees:

1. That all Suprakeys provided by the Association for use in its Keybox System are and will remain the property of the Association and may not be sold, transferred, exchanged, or otherwise conveyed to any third party except by specific written authority of the Association.
2. That a copy of the Rules enacted by the Board of Directors of the Association is available upon request and the undersigned further agrees to abide by those Rules. Those Rules are incorporated by reference as a part of this lease agreement.
3. That the undersigned will maintain the key issued to them in their custody or in a safe place, not attach or store their PIN Code with the keypad, not allow their key to be used by any other person under any circumstances, and not attempt to manipulate or duplicate the key.
4. That the undersigned will pay such fees and charges as shall be enacted by the Association for use of this system.
5. _____ **By initialing here:** the Designated Realtor® named above grants blanket approval for the participation in the keybox system of all real estate licensees with the above named office.
6. _____ **By initialing here:** the Designated Realtor® named above grants blanket approval for the participation in the keybox system of any employees of the above named office or employees of any licensee currently with said office.

SIGNED: _____ **DATE:** _____

WE WILL NOT ACCEPT SIGNATURES THAT ARE TYPED. MUST BE ORIGINAL OR ELECTRONICALLY SIGNED.

EMERALD COAST ASSOCIATION OF REALTORS®
KEYBOX SYSTEM RULES

FOR QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

Note: Regardless of whether you do or do not have a Supra key, please complete this paperwork. This does not require you to get a key, as keys are optional. However if not completed, any of your licensees that currently have a Supra key will not be able to use their key and no new agents will be able to obtain a key until this paperwork is received from you.

The Emerald Coast Association of Realtors® (the “Association”) provides the Keybox System (the “System”) in accordance with the policies and procedures of the National Association of REALTORS® (“NAR”) as outlined in Statement 7.31 – Lock Box Security Requirements, current NAR Handbook on Multiple Listing Policy. The System is an activity of the Association and not its Multiple Listing Service, and every Realtor® and every non-principal broker, sales licensee and licensed or certified appraiser affiliated with a Realtor®, shall be eligible to hold a key (“System Users”). Participation in the System is voluntary, and nothing shall prevent the owner’s right to refuse to have a lockbox on his or her property.

The System. The System includes lock boxes and keys provided by its vendor, currently GE Security (“Supra”)

Lockboxes. Supra Infra-red (IBox) are provided for purchase to System Users by Association at the cost of the lockboxes to Association by Supra plus applicable sales and/or use taxes. Sales of lockboxes are final, but any defective lockbox may be returned for replacement within the one year manufacturer warranty. Lockboxes are coded by Supra for this Association’s System and will not operate with keys other than those provided through this System or Systems of Cooperating Associations. Lockboxes will not be repurchased by the Association, but they may be sold to other System Users. Sales of AEII lockboxes or IBoxes from one System User to another System User are authorized provided the System User purchasing a lockbox registers the change of ownership with the Association. Alternative lockboxes may be provided by the Association based on availability.

Keys. Keys are provided for lease to the System User directly from Supra through a Keyholder Lease Agreement. The Association, under separate agreements with Supra, will authorize and facilitate the leasing of keys but is not party to the Supra Keyholder Lease Agreement. Lease fees have been established through these agreements, and a portion of the lease fee is paid by Supra to the Association for the administration of the System.

Cooperative Agreements. The Association has agreed with other area boards and associations (“Cooperating Associations”) to provide access to System lockboxes for those users of Cooperating Associations’ Keybox Systems wishing to do so. System Users may request similar access to Cooperating Association lockboxes by contacting the Cooperating Association.

Termination of System Services. A System User may terminate his or her participation in the System at any time before the end of the lease period (August 24 of each year). Agreements terminated after the lease period will still be subject to the full payment as per paragraph 11a of the Supra Keyholder Lease Agreement. Keys and lease fees are subject to the terms and conditions of the Supra Keyholder Lease Agreement, and the Association will access a fee for the activities required by the Association to assist Supra in retrieving leased keys or collecting overdue fees. The Association reserves the right to suspend or terminate access to the System for the following reasons:

FOR QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

- a. Failure to maintain keyholder eligibility.
- b. Non-payment of any fees owed to the Association.
- c. Misuse or abuse of the System.
- d. As requested by Supra as provided for in its agreements with the Association and the System User
- e. For reasons stated in other agreements between the Association and System User
- f. When the Association has reasonable suspicion the System security or integrity has been compromised.

Note: Suspension or termination of access the System does not relieve System User from any obligation under the Supra Keyholder Lease Agreement until leased equipment has been returned and any outstanding balance has been cleared.

Fines. The Association may impose fines for various infractions of these Keybox System Rules as described in the Schedule of Fines below.

SCHEDULE OF FINES

Offense	Fine
Sharing, exchanging, borrowing, subleasing, or selling a key	\$1,000
Revealing an Access Code or PIN Code, or writing a code on, displaying a code near, or affixing a code to a key or lockbox	\$75
Failing to register with the Association the purchase of a lockbox from another system User	\$25
Causing the Association to assist Supra as required through the Association’s agreement with Supra in the retrieval of a key or the collection of overdue fees resulting from circumstances related to System User’s Keyholder Lease Agreement with Supra	\$100

I agree to abide by the Emerald Coast Association of REALTORS Keybox System Rules as stated above and as may be revised from time to time.

SIGNATURE OF QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER
WE WILL NOT ACCEPT SIGNATURES THAT ARE TYPED. MUST BE ORIGINAL OR ELECTRONICALLY SIGNED.

Date