

EMERALD COAST ASSOCIATION OF REALTORS®



AGENT MEMBERSHIP PACKET



2019

EMERALD COAST ASSOCIATION OF REALTORS®

MEMBERSHIP APPLICATION PACKET

FOR AGENTS

OR GENERAL OR CERTIFIED APPRAISERS
WHO ARE WORKING OUT OF ANOTHER
APPRAISER'S OFFICE THAT IS ALREADY
ACTIVE WITH ECAR.



EMERALD COAST ASSOCIATION OF REALTORS®



Rely on a Realtor®

Phone: 850.243.6145 www.EmeraldCoastRealtors.com

2019 MEMBERSHIP INFORMATION FOR AGENTS OR APPRAISERS WHO ARE NOT THE RESPONSIBLE MEMBER FOR THE OFFICE

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

The Agent (must have a current/active Florida real estate license) and must be active with a broker who's a REALTOR® member of ECAR.

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 applies. 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 dues/fees 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 payment required are received.

**PLEASE DO NOT SUBMIT YOUR APPLICATION PACKET
WITHOUT PAYMENT!**

**2019 MEMBERSHIP DUES
FOR AGENTS
OR APPRAISERS WHO ARE NOT THE RESPONSIBLE MEMBER FOR THE OFFICE**

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 AGENTS
OR APPRAISERS WHO ARE NOT THE RESPONSIBLE MEMBER FOR THE OFFICE**

\$ _____ **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 online before the end of the month. If your broker pays your monthly MLS fees for you do not include this amount.

\$ _____ **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



**EMERALD COAST
ASSOCIATION OF REALTORS®**



Rely on a Realtor®

10 Hollywood Blvd., S.E. ~ Fort Walton Beach, FL 32548 ~ Phone: 850.243.6145 ~ Fax: 850.243.6147

**APPLICATION FOR MEMBERSHIP
FOR AGENTS
OR APPRAISERS WHO ARE NOT THE RESPONSIBLE MEMBER FOR THE OFFICE**

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

For Agent or Appraisers who are not the responsible member for the office

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

For Agent or Appraisers who are not the responsible member for the office

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

License Type: Sales Associate Broker Associate 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)
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For Agent or Appraisers who are not the responsible member for the office

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)
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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 this association then my local dues will not be prorated. With any association/board, then my NAR dues will not be prorated. 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.

For Agent or Appraisers who are not the responsible member for the office

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)

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

Name of Office (office that is active with our association)

Office Address include City, State, and Zip

Office Phone: _____

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.

APPENDIX A:
IMPORTANT—Please Read

If accepted for membership to the Emerald Coast Association of REALTORS[®], the REALTOR[®] (applicant) agree to all of 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;
- I fully understand that the Membership dues/fees are non-refundable.
- I understand that if I paid prior year REALTOR[®] dues with any association/board, then my dues will not be prorated;
- I understand that the Code of Ethics online training is part of my membership requirement and must be completed in order to be registered for the required Orientation;
- I understand that if I do not complete the Code of Ethics/Orientation within the 3 required months, my application will be cancelled, 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 period determined by NAR, my REALTOR[®] membership will be suspended or terminated until the association receives proof that the course has been completed.

**After reading the above statements, the REALTOR[®] (applicant)
must sign Appendix A on the Signature Page at the end of this packet**

APPENDIX B:

For All Those in an Office Who Are Not the Designated Broker

THIS AGREEMENT is made and entered into between the Emerald Coast Association of REALTORS® (hereinafter referred to as “The Association”), and the applicant, a licensed real estate broker or agent; or a licensed, certified or registered appraiser who is a member in good standing of an Association or Board of REALTORS®; (hereinafter referred to as “The Subscriber”).

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

WHEREAS, The Subscriber wishes to utilize such services through a principal broker in a licensed real estate or appraisal company (hereinafter referred to as “The Participant”).

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:

The Subscriber 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.

1. 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.
2. The Subscriber agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to passwords, confidential.
3. The Subscriber agrees to maintain any listing information he or she may provide to the MLS in a complete, accurate, and timely manner.
4. The Subscriber acknowledges that any copyright and ownership interest in property images taken by photographers through agreement with The Association shall belong to The Association
5. The Subscriber 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 his or her 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.

(continued next page)

6. The Subscriber acknowledges understanding that his or her Participant is fully responsible for The Subscriber in matters pertaining to MLS.
7. The Subscriber acknowledges understanding that The Participant is fully responsible for any other persons contracted or employed by The Participant or The Subscriber, 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.

**After reading the above statements, both the REALTOR[®] (applicant)
and the Designated REALTOR[®] (Broker of Record), must sign
Appendix B on the Signature Page at the end of this packet**

APPENDIX C:

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

DESIGNATED REALTOR[®]—APPROVAL: (Broker of Record)*

This agreement is entered into by the Emerald Coast Association of REALTORS[®] (the Association), the REALTOR[®] (applicant) and office, and the Designated REALTOR[®] (Broker of Record) and office.

The REALTOR[®] acknowledges 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 has been received and the REALTOR[®] further agrees to abide by those Rules. Those Rules are incorporated by reference as a part of this lease agreement.
3. That the REALTOR[®] will maintain the key issued to them in their custody or in a safe place, not attach or store their PIN with the key, 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 REALTOR[®] will pay such fees and charges as shall be enacted by the Association for use of the system.

**After reading the above statements, both the REALTOR[®] (applicant)
and the Designated REALTOR[®] (Broker of Record), must sign
Appendix C on the Signature Page at the end of this packet**

APPENDIX D:

ECAR Keybox Rules

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 rights to refuse to have a lockbox on his or her property.

1. **The System.** The System includes lock boxes and keys provided by its vendor, currently GE Security (“Supra”).
2. **Lockboxes.** Supra Infra-red (IBox) are provided for purchase to System Users by the Association at the cost of the lockboxes to the 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.
3. **Keys.** Keys are provided for lease to the System User directly from Supra through a Keyholder Lease Agreement (Appendix C). 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. Keys may not be shared, exchanged, borrowed, subleased, or sold by the System User under any circumstances. Access Codes or PIN Codes must not be revealed to any person regardless of whether that person is a System User, and codes shall not be written on, displayed near, or affixed to any key or lockbox.
4. **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.
(continued next page)

5. **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:
- 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.

6. **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 of 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

After reading the above statements, the REALTOR® (applicant) must sign Appendix D on the Signature Page at the end of this packet

SIGNATURE PAGE
Use this page to sign for all Appendices

Please Print: REALTOR® (Agent Applicant) Agent ID Email Address

Designated REALTOR® (“Broker of Record”)

Office Name Office ID Office Phone

Office Address

APPENDIX A: IMPORTANT—Please Read

By signing below, I have read, understand and agree to the terms of Appendix A:

REALTOR® (Agent Applicant) Signature Date

APPENDIX B: MLS Subscriber Agreement

By signing below, I have read, understand and agree to the terms of Appendix B:

Subscriber (Agent Applicant) Signature Date

Participant (“Broker of Record”) Signature Date

APPENDIX C: Keybox Lease Agreement

By signing below, I have read, understand and agree to the terms of Appendix C:

REALTOR® (Agent Applicant) Signature Date

Designated REALTOR® (Broker of Record) Signature Date

APPENDIX D: ECAR Keybox Rules

By signing below, I have read, understand and agree to the terms of Appendix D:

REALTOR® (Agent Applicant) Signature Date