# EMERALD COAST ASSOCIATION OF REALTORS®





# 2023

EMERALD COAST ASSOCIATION OF REALTORS®

# MEMBERSHIP APPLICATION PACKET FOR QUALIFYING BROKERS AND GENERAL OR CERTIFIED APPRAISERS

 $holdsymbol{\mathbb{R}}_{ ext{REALTOR}^2}$ Rely on a REALTOR

Phone: (850) 243-6145 www.EmeraldCoastRealtors.com

#### 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 the 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 Department of Business and Professional Regulations (DBPR) issued Florida Corporation License (for a corporation, LLC, or Partnership) is required; 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, then you must file as a Sole Proprietor with DBPR and show as such on their website before you can apply for membership). If the Qualifying Broker or Certified/General Appraiser becomes a member of ECAR, then 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 New Member 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 the primary association/board. If the current year's Florida REALTORS® and NAR dues have been paid through the 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 the primary association/board, then the Application fee, ECAR local dues, Florida REALTORS® processing fee, Florida REALTORS® dues and Florida REALTORS®

assessment apply. Membership dues will not be prorated if an individual held REALTOR® membership during the preceding calendar year. Code of Ethics training will be waived provided the Code of Ethics training has been completed for the current cycle (this must be stated in the Letter of Good Standing).

The New Member Orientation class will be waived provided the New Member Orientation class has been completed with the 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 the primary association/board. If the current year's Florida REALTORS® and NAR dues have been paid through the 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 the primary association/board, then the Application fee, ECAR local dues, Florida REALTORS® processing fee, Florida REALTORS® dues and Florida REALTORS® assessment apply. Membership

dues will not be prorated if an individual held REALTOR® membership during the preceding calendar year. Code of Ethics training will be waived provided the Code of Ethics training has been completed for the current cycle (this must be stated in the Letter of Good Standing). The New Member Orientation

class will be waived provided the New Member Orientation class has been completed with the 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 have not been inactive with the association for more than 18 months. Membership dues will not be prorated if an individual held REALTOR® membership during the preceding calendar year. Code of Ethics training will be waived provided the Code of Ethics training has been completed for the current cycle. New Member Orientation

is not required.

#### **APPRAISER:**

An individual is an appraiser if they are 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:

The New Member Code of Ethics training must be completed online through NAR. Once your application is processed, you will receive an email with detailed instructions. The NAR Code of Ethics training for new members is required for all applicants. If you are a Secondary, Transferring, or Reinstating Member, then the Code of Ethics training will be waived provided the course has been completed for the current cycle. If you have not completed the course for the current cycle, then you will be required to complete the course for existing members.

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 cycle as determined by

#### **NEW MEMBER ORIENTATION:**

The New Member Orientation course is available online only. 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) and is available 24/7 online. You will have three months to complete the Orientation. If you do not complete the Orientation within the three-month time period, then your application for membership will be canceled, and you will 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.

#### **MONTHLY BILLING:**

All billing is sent via email. If you check "Do Not Allow" in the email category under your contact information, then you will not receive any emails from the association including billing. If you check "Do Not Allow" and do not receive the billing information, then 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 has no connection with DBPR (ECAR is connected to FR & NAR only). All Florida licensing is handled through DBPR. It is your responsibility to keep up with your continuing education requirements and license expiration date. ECAR does not have the ability to check your CE credits reported to DBPR. If your real estate license becomes suspended or expires, then you will be inactivated from ECAR until it has been reactivated. Please email ECAR a copy of any notification you send to DBPR (name change, etc.). Once DBPR shows the change on their website, then we can make the change in our database. Address or phone number changes can be made to ECAR over the phone or via email. Please remember that we will not know of any changes unless they are reported.

#### **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 received.

# ASSOCIATION SERVICES ECAR

#### (Local):

- Public listing on EmeraldCoastHomesOnline.com (listing entry through ECAR MLS only)
- Public listing on 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 and professional development and networking opportunities

- Print and electronic communications
- Code of Ethics training/New Member 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<sup>®</sup>.com (listing entry through ECAR MLS only)
- REALTOR<sup>®</sup>.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 website at www.EmeraldCoastRealtors.com. Applications may be scanned and emailed; deposit/fees/dues may be paid by credit/debit card, mailed with a check (make checks payable to ECAR) or hand delivered. Applications will not be processed until all documentation including deposit/fees/dues required is received.

# PLEASE DO NOT SUBMIT YOUR APPLICATION PACKET WITHOUT PAYMENT!



Political Action Committee (RPAC) has promoted the election of pro-REALTOR® candidates across the United States. The purpose of RPAC is clear: REALTORS® raise and spend money to elect candidates who understand and support their interests. The money to accomplish this comes from voluntary contributions made by REALTORS®. These are not members' dues; this is money given freely by REALTORS® in recognition of how important campaign fundraising is to the political process. RPAC doesn't buy votes. RPAC enables REALTORS® to support candidates that support the issues that are important to their profession and livelihood.

# An Overview of RPAC

# **☑**RPAC WORKS

From 2004 to 2010, RPAC raised over \$30 million dollars to support pro-REALTOR® candidates running for Congress. The amount of money RPAC spends to support candidates makes it the number- one trade association PAC in the nation. REALTORS® are a key part of the American dream: home ownership. But now, more than ever, REALTORS® are facing forces from many directions that threaten their profession. Property tax burdens, lack of available financing and difficulties in short sales transactions are only a few of the issues that somewhere, every day, REALTORS® confront when selling a home. RPAC allows REALTORS® to make sure their concerns about these issues are heard and understood by public officials.

# ■ RPAC SUPPORTS THE REALTOR® PARTY

RPAC's mission is to identify candidates for elected office on the local, state and national levels who will work with REALTORS<sup>®</sup> to promote and protect the American Dream of homeownership. Candidates that receive support from RPAC are not selected based on their political party or ideology, but solely on their support of real estate issues. Our legislative allies are members of the **REALTOR**<sup>®</sup> **Party**. The REALTOR<sup>®</sup> Party supports the issues that are important to your business as a REALTOR<sup>®</sup>, regardless of political party affiliation.

#### ■ RPAC SAVES YOU MONEY

REALTORS<sup>®</sup> are business people and know that the best way to do business is to maximize return on investment. So, how does RPAC help a REALTOR<sup>®</sup>'s business? CONSIDER THIS:

- Banks in Real Estate: After an eight-year fight, Congress passed legislation in 2009 to permanently keep banking conglomerates out of the real estate brokerage, which saves the typical real estate professional \$5,400 annually.
- Conforming Mortgage Loan Limit Increase: Legislation that increased the Fannie and Freddie conforming mortgage loan limits increased the earnings of the typical real estate professional by \$6,250 last year over and above what would have been the case without the increase in the Fannie/Freddie loan limits.

• **Distressed Sales Tax Relief:** NAR-supported legislation provided \$606 million in tax relief through 2012 to homeowners who are forced to sell their homes for less than the amount of the outstanding mortgages. Unlike before, if the lender forgives some portion of the mortgage, the forgiven amount won't be taxed as income. The relief applies to short sales, foreclosures and workouts of existing mortgages on principal residences.

That's money back in your pocket and added back to your business' bottom line. RPAC is an investment; your investment in your business.

# **№** NEW, DYNAMIC RPAC

In 1969, the average cost of a house was \$15,500. A new car went for \$3,270. Now think about political campaigns. In 1974, the cost of winning a campaign for the U.S. House of Representatives was \$56,500. In 2008, that cost was \$1.3 million. Times have changed. Political candidates need more support and RPAC is constantly finding new ways to help our members and state and local associations raise more money, including...

- Giving the state and local associations the ability to conduct online fundraising campaigns.
- Providing software so that every state and local association can better manage their record keeping.
- Offering associations professional fundraising assistance to recruit major investors.
- Assisting associations in creating marketing materials to encourage REALTORS® to contribute to RPAC.
- Educating our members with online training on how they can improve their fundraising.
- Distinguishing major investors through a comprehensive recognition program

# ☑IF NOT YOU, THEN WHO?

REALTORS® must be politically active. If not, who will take on the responsibility of protecting the values and rights we hold dear? Be assured that someone will—someone who may not value wise business planning and could threaten property owners and their rights. If REALTORS® do not speak out, get involved and help shape the discussion, someone else will. No one knows a community better than a REALTOR®. REALTORS® know the lay of the land, the families, the best schools, the neighborhoods and the leaders of any given area. REALTORS® work in every city, county and community in the nation. REALTORS® are on the front line as defenders of real estate issues.

RPAC uses its financial resources to support candidates for Congress who both understand and support REALTOR® issues. RPAC looks to build the future by putting dollars in places that will help advance the interests of real estate professionals. RPAC is the only political group in the country organized for REALTORS® and run by REALTORS®. RPAC exists solely to further issues important to REALTORS®.

# Frequently Asked Questions About RPAC

### **≥**What is RPAC?

RPAC is a voluntary political action committee whose membership consists of REALTORS® interested in actively and effectively protecting the real estate industry and the dream of homeownership by participating in government affairs at the local, state and federal levels.

#### **≥**What does RPAC do?

RPAC is the muscle of REALTORS® in Washington, D.C. RPAC represents over 1,100,000 politically active REALTORS® that Members of Congress want as their friends. Because of the combined strength of our members who contribute, through RPAC NAR has achieved many legislative and regulatory successes including:

- The continued preservation of the mortgage interest deduction.
- \$8,000 First-Time Homebuyer Tax Credit to stimulate the real estate market.
- Improving federal mortgage programs, allowing more families to join the ranks of homeownership.

# **№**Why should I contribute to RPAC?

When REALTORS® join together, they have a very powerful voice that is heard loud and clear. The REALTORS® Political Action Committee exists solely to further issues important to REALTORS®. It's the only political action committee in the country that is organized by REALTORS® to promote and protect the dream of homeownership in America. RPAC works every day on behalf of REALTORS® so that you can practice real estate with the assurance that someone is fighting for you and the real estate industry.

# **№**How does RPAC protect the real estate industry and my business?

RPAC helps protect the industry by funding those candidates for elective office who best represent the concerns of REALTORS® and the REALTOR® Party.

# **■**Is RPAC affiliated with either major political party?

No. RPAC is not affiliated with the Republican or the Democratic Parties and does not support one candidate over the other because of party affiliation. Instead, RPAC supports "REALTOR® Party" candidates, those who have indicated or demonstrated that they are interested in pro-REALTOR® or pro-business issues.

# **■**How can I get involved?

RPAC involvement can take the form of a monetary commitment or a commitment of one's time. Since the political process is ongoing, both forms of commitment are needed. **Contact the RPAC staff to get involved.** 

### **Contributions**

# **№**How will my contribution be used?

One hundred percent of your contribution is used to elect REALTOR® Party/pro-REALTOR® candidates.

# **№** Who may be solicited for RPAC contributions?

Federal election law permits RPAC to solicit only individual members of NAR and their families, and certain REALTOR® association staff members. The term "members" means all individuals who currently satisfy the requirements for membership in any one of the local, state, and/or the National Association and regularly pay dues. Executive, administrative and management personnel of the local, state and/or national associations may also be solicited.

### **№** Are contributions to RPAC tax-deductible?

No. Contributions to political committees such as RPAC are not tax-deductible on your federal income taxes.

# **№** How much of my contribution stays with the state association and how much goes to the National RPAC?

National RPAC maintains voluntary cooperative agreements with the state associations' Political Action Committees. Funds received by RPAC are split between your state associations PACs and National RPAC. The breakdown of contributions is: 70 percent of your contribution remains in the state to be used in state and local elections and 30 percent of your contribution will go to National RPAC to fund key U.S. House and Senate races. Until your state PAC reaches its RPAC goal, 30 percent of your contribution is sent to National RPAC to support federal candidates and is applied against your federal campaign finance law contribution limit of \$5,000 per year to RPAC. Once a state PAC reaches its RPAC goal, it may elect to retain your entire contribution for use in supporting state and local candidates.

# **№** What is the difference between hard (personal) and soft (corporate) money?

RPAC maintains a segregated account and may accept and deposit into that account only "hard" dollars, and not "soft" (corporate or other prohibited) dollars. Hard money is raised from individuals, who can contribute up to \$2,400 directly to a federal candidate per election and \$5,000 to a Political Action Committee, like RPAC, per year. RPAC can contribute \$5,000 to a federal candidate per election. Soft money includes contributions by REALTORS® made from their company's corporate account rather than from their personal accounts. Hard and soft funds contributed by REALTORS® count equally for RPAC recognition purposes for the contributor, but since federal candidates cannot accept soft money, RPAC does prefer hard (personal) money. With that said, RPAC would rather collect a soft dollar contribution if the alternative is no contribution at all because soft dollars are also valuable. Although soft money can't be used to contribute directly to federal candidates, it is used to send direct mail, telephone, or email communications to REALTOR® members about federal candidates through the "Opportunity Race" program.

#### **Candidates**

# **■**sn't giving PAC money equivalent to buying a candidate's vote?

No. At the federal level, there are strict PAC spending limits set for each election, which are hardly enough to "buy" a vote.

# What is the position of the RPAC Trustees concerning funding of candidates who are REALTORS®?

While the national RPAC Trustees do want to promote REALTOR® candidates, it is important to note that just because the candidate is a REALTOR® it does not mean he/she will receive an RPAC endorsement.

# **№**How can I support RPAC when it funds candidates with whom I disagree?

RPAC only concerns itself with the voting record a candidate has on REALTOR® issues. As a member whose livelihood depends on many factors related to the buying and selling of homes, all members should support RPAC in order to help improve the business climate for the real estate industry.

Non what process and criteria does RPAC base its decision to support federal candidates? Like most PACs, RPAC subscribes to the "Friendly Incumbent" philosophy. To have credibility on Capitol Hill, if an incumbent has been supportive of REALTOR® issues, RPAC should support that incumbent for re-election. Measuring that support is based on their voting record as well as other legislative actions the incumbent has taken. That record is shared with the respective State RPAC Trustees Committees. The State Trustees then make a recommendation for support of candidates which the National Trustees may Approve, Amend, Defer, or Deny. The National RPAC Trustees' policy is to only contribute to one candidate in any given election. If the state and National Trustees disagree, then RPAC remains neutral in the race.

#### Does the National RPAC contribute to state or local candidates?

Under the cooperative agreements in effect between the National RPAC and the state association's Political Action Committees, the responsibility for making contributions to federal candidates is assigned to the national RPAC, while state and local associations' Political Action Committees decide which state and local candidates to support.

# **Leadership**

# **≥**Who establishes and implements RPAC policy?

Leading the National RPAC organization are the National RPAC Trustees. The trustees establish and implement RPAC policy in accordance with the RPAC bylaws and NAR policy as established by the NAR Board of Directors. The trustees are made up of REALTOR® volunteers from around the nation who are appointed by NAR leadership.

# **№** How does RPAC establish fundraising goals?

The dollar goal of National RPAC, set by the National RPAC Trustees. To ensure that all states contribute to the RPAC effort, a state's annual goal is determined by the number of members in that state based on the October 31 NRDS membership count. The National RPAC recognition year runs from November 1 to October 31.

# **№** Who decides which candidates will be endorsed?

On the national level, the National Association of REALTORS® RPAC trustees make those decisions. On the state level, state RPAC trustees make those decisions, and on the local level, each local association makes those decisions or has a committee that does so.



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# 2023 MEMBERSHIP DUES FOR QUALIFYING BROKERS AND 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, then you forfeit the Application fee you paid and must 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 2023 dues include a \$45 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 COAST ASSOCIATION OF REALTORS®, INC. are not tax deductible as charitable contributions; however, they may be deductible as ordinary business expenses.

#### Membership fees/dues are non-refundable.

Example for brand new members: ECAR can only process your application in the month you are paying for. If you join in the month of February, then you will pay the February dues. This pays your membership from February until the end of this year. Membership dues will not be prorated if you held REALTOR® membership during the preceding calendar year.

Local – ECAR
FR - Florida REALTORS®
NAR – National Association of REALTORS®

<b>JANUARY</b>		FEBRUARY	
Application Fee	\$300	Application Fee	\$300
FR Processing Fee	\$30	FR Processing Fee	\$30
Local Dues	\$269	Local Dues	\$246.58
FR Dues	\$116	FR Dues	\$106.33
FR Assessment	\$30	FR Assessment	\$30
NAR Dues	\$150	NAR Dues	\$137.50
NAR Assessment	\$45	NAR Assessment	\$45
Total	\$940	Total	\$895.41
MADOH		A DDH	
MARCH	¢200	Apriliantian Eas	¢200
Application Fee	\$300	Application Fee	\$300
FR Processing Fee	\$30	FR Processing Fee	\$30
Local Dues	\$224.16	Local Dues	\$201.74
FR Dues FR Assessment	\$96.67	FR Dues	\$87
NAR Dues	\$30 \$125	FR Assessment NAR Dues	\$30
	\$125 \$45	NAR Dues NAR Assessment	\$112.50
NAR Assessment	\$45		\$45
Total	\$850.83	Total	\$806.24
MAY		JUNE	
<b>MAY</b> Application Fee	\$300	JUNE Application Fee	\$300
	\$300 \$30		\$300 \$30
Application Fee		Application Fee	
Application Fee FR Processing Fee	\$30	Application Fee FR Processing Fee	\$30
Application Fee FR Processing Fee Local Dues	\$30 \$179.32	Application Fee FR Processing Fee Local Dues	\$30 \$156.90
Application Fee FR Processing Fee Local Dues FR Dues	\$30 \$179.32 \$77.33	Application Fee FR Processing Fee Local Dues FR Dues	\$30 \$156.90 \$67.67
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Application Fee FR Processing Fee Local Dues FR Dues FR Assessment NAR Dues NAR Assessment Total  JULY Application Fee FR Processing Fee Local Dues FR Dues	\$30 \$179.32 \$77.33 \$30 \$100 \$45 <b>\$761.65</b> \$300 \$30 \$134.48 \$58	Application Fee FR Processing Fee Local Dues FR Dues FR Assessment NAR Dues NAR Assessment Total  AUGUST Application Fee FR Processing Fee Local Dues FR Dues	\$30 \$156.90 \$67.67 \$30 \$87.50 \$45 <b>\$717.07</b> \$300 \$30 \$112.06 \$48.33
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<b>SEPTEMBER</b>		OCTOBER	
Application Fee	\$300	Application Fee	\$300
FR Processing Fee	\$30	FR Processing Fee	\$30
Local Dues	\$89.64	Local Dues	\$67.22
FR Dues	\$38.67	FR Dues	\$29
FR Assessment	\$30	FR Assessment	\$30
NAR Dues	\$50	NAR Dues	\$37.50
NAR Assessment	\$45	NAR Assessment	\$45
Total	\$583.31	Total	\$538.72

# **NOVEMBER**

Total	\$494.13
NAR Assessment	\$45
NAR Dues	\$25
FR Assessment	\$30
FR Dues	\$19.33
Local Dues	\$44.80
FR Processing Fee	\$30
Application Fee	\$300

Please note: If you are joining the association in December, you will pay the December prorated new member dues; then your membership renewal dues for the following year are due on/before Dec. 31<sup>st</sup> of the current year.

### **DECEMBER**

Application Fee	\$300
FR Processing Fee	\$30
Local Dues	\$22.38
FR Dues	\$9.67
FR Assessment	\$30
NAR Dues	\$12.50
NAR Assessment	\$45

**Total** \$449.55 and

2024 membership renewal dues must be paid on or before

Dec. 31, 2023.

DO NOT SUBMIT
THE PAGES BEFORE
THIS PAGE they're your
information pages to
keep.

PLEASE SUBMIT
ALL FORMS AFTER
THIS PAGE TO
pearlieb@ecaor.com

# 2022 MEMBERSHIP DUES FOR QUALIFYING BROKERS AND GENERAL OR CERTIFIED APPRAISERS

\$ 100	<b>Security Deposit</b> is required for all office present upon resignation from ECAR).	es (refundable unless any ou	itstanding balance is
\$	<b>2023 Membership Dues</b> – pays member See new member dues prorated by the n		ar (Dec. 31, 2023).
\$ 35	Monthly MLS fees – First month due v	vith your application	
\$	Total Amount to be charged to credit	/debit card	
	Credit Card Payr	nent Form	
PLEASE PR	RINT:		
Card Type:	: VisaMasterCard	American Express	Discover
Credit Card	d Number:	_	
Expiration	date:		
Security Co	ode on card:		
Cardholde	r's name		
Name of a	pplicant (if different from name of cardho	older)	
Billing add	ress Street		
City	State		Zip code
Phone nun	mber		



Phone: (850) 243-6145

www.EmeraldCoastRealtors.com

# APPLICATION FOR MEMBERSHIP FOR QUALIFYING BROKERS AND 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<sup>®</sup>, 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, 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, and I agree that any information and comment furnished to the Association by any Member or 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 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; if 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

# 2023 APPLICATION FOR MEMBERSHIP QUALIFYING BROKER OR GENERAL/CERTIFIED APPRAISER

LEAVE BLANK (ECAR use only)	ECAK Number	ECAK MLS ID
LEAVE BLANK (ECAR use only	Office Number	Office MLS ID
INCOMPLETE	PLEASE PRINT CLE	EARLY L NOT BE PROCESSED
		ETTOT BETTTO CESSED
Name First name Middle name Note: Your last name must be the se	e Last Name Ger	neration (Jr. Sr.) Nicknam eal Estate License
Home Address		
Note: Do not put your office addres	ss unless your home is reg	istered with DBPR as your office
City, State, Zip Code		
Mailing Address Only if different from home addres	5S)	
City	State	Zip Code
Phone Numbers – <i>Include area cod</i>	de if other than 850	
Cell		
Business Email		
Secondary Email		
Website http://www		
Date of Birth	Gender _	MaleFemale
Are vou a Military Veteran? Yes	No Branch	How long?

License Type	Broker	Appraiser	Year first lice	nsed in Florida	l	
Real Estate Licer	nse Number			_Expiration D	ate	
Appraiser Licens	e Number			_Expiration D	ate	
In which other st	ates are you cu	arrently licensed	d?			
Has your Real Es			een revoked in thi	•	state?	
MEMBERSHIP	CATEGORY	(Choose only o	ne)			
Prima	ary Member (I	OO NOT SELE	CT IF YOU ARI	E SECONDAR	RY OR TRAN	SFERRING)
Secon	ndary Member	: (Currently hol	d a primary mem	bership with a	nother associa	ation/board)
Trans	-	•	old a primary me ?)	embership with	another assoc	ciation/board
Reins	_	er (Prior membe	er of ECAR and h	ave NOT been	inactive from	ECAR for
Appr	aiser	Registered _	Certified C	General	Certified Re	esidential
If you are a Seco your current prin the current year, Code of Ethics tr	nary associatio that your New	n/board stating Member Orien	that your local, s tation has been c	tate & nationa ompleted and	l dues have be the date the N	en paid for
Have you EVER If yes, please list	been a member below (please	er of a Real Esta spell out the na	ate association/boame of the associ	oard? ation/board – 1	Yes no initials)	No
Association/Boar	rd			State	What Y	ear(s)
Are you currently Yes		another Real E	state association/	board other the	an ECAR?	
If yes, please list	below (please	spell out the na	ame of the associ	ation/board – r	no initials)	
Association/Boar	·d			State	What Y	ear(s)

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), then 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, my local dues and NAR dues will not be prorated. 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, then which association/board did you pay them through?
When you become a member of an association/board, a National REALTOR® Database System (NRDS) 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 two-year period in order to maintain your REALTOR® membership. The New Member Code of Ethics training must be completed before you can register for New Member Orientation. If you have already taken the Code of Ethics training for this period, then please provide proof (a Certificate or Letter of Good Standing, etc.).
Do you have any unsatisfied discipline pending for violation of the Code of Ethics?
Have you ever been refused membership in any other association/board of REALTORS®?
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?
YesNo If yes, then 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? YesNo If yes, then 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 must be completed and considered only if the Association has adopted Section 2c from Article V of the NAR Model Bylaws.

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? YesNo  If yes, then attach details.
Are there pending ethics complaints against you? YesNo If yes, then attach details.
Do you have any unsatisfied discipline pending? YesNo If yes, then attach details.
Are you a party to pending arbitration request? YesNo If yes, then attach details.
Do you have any unpaid arbitration award or unpaid financial obligations to another association/board of REALTORS® or an Association/Board MLS? YesNo  If yes, then attach details.
OFFICE INFORMATION MUST BE COMPLETED
Is this office theCorporate orBranch 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:

Real Estate corporations, LLC, or partnership you are on
nd directors with your corporation, LLC, or partnership (in nal sheet of paper).
Title
Title
Title
ou are a Sole Proprietor, Corporate Officer or Director, or ruptcy or insolvency proceedings or have you or any Real ., Corporate Officer or Director, or General Partner beenYesNo

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, then 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.

Your license must show as active 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.

#### IMPORTANT - Please Read

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

I will 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.

I understand that my membership dues will not be prorated if I 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 three 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 cycle as 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. IT MUST BE ORIGINAL OR ELECTRONICALLY SIGNED.



# **Automatic Credit Card Billing Authorization Form**

If you would like to enjoy the convenience of automatic billing, simply complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

Please send to: <a href="mailto:Don@ecaor.com">Don@ecaor.com</a>

\* Membership ID. Must be provided

Customer name:	Membership ID	Membership ID: (*ECAR number) Phone:	
Payment Information			
	st Assoc. of REALTORS to autor	natically bill the card listed below as MLS fee	
(Monthly MLS fees)	Education Classes/ Misc	Annual Dues (Yearly)	
Start billing on:	End billing when:	Contract expires:	
		Customer provides written cancellation	
Card Type:Visa		rican Express Discover	
Credit Card Number:		Expires:	
Cardholder's Name:		Security Code:	
Billing Address:			
		Zip Code:	
City, State:			
City, State:			
City, State:		Zip Code: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 refer	red to as "¬	The Association"), and the undersigned, a Qualifying
Broker, General or Certified Appraiser in a licensed	real estate	e 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.

- 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. IT 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				
S5555.	3.1,, 31313, <u>2.</u> p 6046				
Office email address	Office website				

### **PLEASE CIRCLE ONE**

### PRIMARY FIELD OF BUSINESS FROM THE LISTS ON THIS PAGE AND THE NEXT PAGE!!

After your account is set up, you may visit our website to choose three additional secondary fields. Failure to choose a primary field of business will result in "100 General Residential Sales" being assigned to your account.

### **RESIDENTIAL**

### Sales-Related

Sales-Related				
100 General Residential Sales	107 Condominiums			
101 Existing Homes (Resales)	108 International			
102 New Homes	109 Appraisal			
103 Buyer Brokerage	110 Second Homes			
104 Manufactured Homes (including Mobile Homes)	111 Vacation Rentals			
105 Residential Lots	112 Timeshare Sales			
106 Resort Specialist	113 Farm And Ranch			
L Managen	nent-Related			
120 Brokerage Management	124 Marketing/Research			
121 Corporate Management	125 Office Administrative Support Staff (licensed)			
122 Sales Management	126 Office Administrative Support Staff (unlicensed)			
123 Trainer/Instructor/Educator				
Property Management				
130 Single Family	132 Condos; Resorts; Time Shares			
131 Multi-Family				
COMMERCIAL				
Sales/Lea	sing-Related			
200 General Commercial Sales/Leasing	207 Appraiser			
201 Industrial Sales/Leasing	208 International			
202 Office Sales/Leasing	209 Exchanges			
203 Retail Sales/Leasing	210 Tenant Representative			
204 Land Sales/Leasing	211 Investment Sales			
205 Multi-Family Sales/Leasing	212 Hotel/Leisure			

206 Property Management	213 Residential Investment (non-owner occupied)	

# Management Related

220 Brokerage Management	224 Office Support Staff (licensed)
221 Corporate Management	225 Office Support Staff (unlicensed)
222 Trainer/Instructor/Educator	226 Asset/Portfolio Management
223 Marketing/Research	227 Government Property Management

### Other Commercial Activities

234 Acquisition
235 Build To Suit
236 Commercial Sale/Leaseback
237 Site Selection

#### OTHER REAL ESTATE SPECIALTIES

#### **Real Estate Specialties**

Treat Estate Specialities			
300 Auctioneer	313 Financial Services		
301 General Appraisal	314 Real Estate Law		
302 General Real Estate	315 Redevelopment/Rehabilitation		
303 Young Professionals Network	316 Relocation		
310 Personal Assistant (licensed)	317 Securitization		
311 Personal Assistant (unlicensed)	318 Syndication		
312 Economic Development	319 Real Estate Taxation		

# **Supra Prices**

# **Kevs**

eKey Lease – Uses a SmartPhone (iPhone, Android, etc.). Go to www.supraekey.com for a current list of approved devices for eKey use.

#### \$ 50 Activation Fee

\$17.02 per month plus 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.

# **Kevboxes**

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

\$117.92 plus tax 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
OFFICI	G:OFFICE ID
_	reement is entered into by the Emerald Coast Association of Realtors® (the Association) and the ated Realtor® and office named above.
The unc	dersigned acknowledge and agrees:
2.	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.  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.  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.  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.
SIGNE	
WE W	ILL NOT ACCEPT SIGNATURES THAT ARE TYPED. IT MUST BE ORIGINALLY 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:

- 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	\$75
affixing a code to a key or lockbox	
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	\$100
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	

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. IT MUST BE ORIGINALLY OR ELECTRONICALLY SIGNED.

Date			
Date			

# **Emerald Coast Association of Realtors**

# **SUPRA** eKey Order Form

MLS ID: (ecn.eXXXXX)		
Name:		
Cost: \$50 Activation Fee		
\$17.02 plus tax per month	, auto-drafted	on the 25th of each month
Please Choose a 4-digit Pin Co	de:	
Type of Phone (Circle one)	Android	iPhone
Membership Type (Circle one)	Agent	Affiliate
The following information will be p	provided to Sup	ra for billing purposes.
Billing Address:		
Email Address:		
Payment Information: Credit Card Number:		
Expiration Date:	Code	on card
Contact Phone Number:		
ECAR staff will be unable to ve	erify that my k	n to the ECAR office to register ey works and any issues that a to the ECAR office to fix.
Signature		D. C.

TO CANCEL A KEY: Please contact SUPRA or ECAR. Billing for an eKey will not stop if your MLS account is inactive.

Please allow up to 2 business days for processing.

# EMERALD COAST ASSOCIATION OF REALTORS $^{\circ}$

#### KEYBOX SYSTEM RULES

Approved August 27, 2009

The Emerald Coast Association of REALTORS (the "Association") provides this 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.

- 1. The System. The System includes lockboxes and keys provided by its vendor, currently GE Security ("Supra").
- 2. Lockboxes. Supra's 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 Associations 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 in ownership with the Association. Alternative lockboxes may be provided by Association based on availability.
- 3. 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 a 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.
- 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). To terminate the agreement, all leased equipment must be returned in good working order. 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 activities required by 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 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 Association and System User
- f. When the Association has reasonable suspicion that System security or integrity has been compromised Note: Suspension or termination of access to 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 with Supra 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**

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	MLS ID DATE	

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	\$75
code to a key or lockbox	
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	\$100
related to System User's Keyholder Lease Agreement with Supra	ı