

EMERALD COAST ASSOCIATION OF REALTORS®



AGENT MEMBERSHIP PACKET



2021

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

2021 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 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 Code of Ethics training can be taken online or in person. 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.

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 two-year cycle as determined by NAR.

NEW MEMBER ORIENTATION:

The New Member Orientation can be taken online or in person. 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 given once per month (with the exception of December). 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. If you arrive at Orientation late or leave early, then 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, 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[®].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 website at www.EmeraldCoastRealtors.com. Applications may be scanned and emailed; deposit/fees/dues may be paid by credit 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!**

**2021 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, 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 2021 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; 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®

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	\$616.64

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	\$44.30
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; your membership renewal dues for the following year are due on/before Dec. 31, 2021.

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 **\$439.30 and**
2022 dues must be paid on or before Dec. 31, 2021

**PLEASE SUBMIT
ALL FORMS AFTER
THIS PAGE.**

**DO NOT SUBMIT
THE PAGES
BEFORE THIS
PAGE.**



**EMERALD COAST
ASSOCIATION OF REALTORS®**



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Phone: (850) 243-6145

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**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, 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 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

2021 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 _____
Title First Middle Last 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 _____

Webpage 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? Yes ___ No ___ Branch _____ For 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, then 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 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, then 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 (**even if it was with ECAOR**)

___ 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, then 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, then 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 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 National REALTOR® Database System (NRDS) number is issued to you. This number will never change. MUST PROVIDE 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 the current cycle, 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?

Yes No If yes, then attach details.

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

Yes No If yes, then 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, then 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, 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).

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, then attach details.

Are there pending ethics complaints against you?
 Yes No If yes, then attach details.

Do you have any unsatisfied discipline pending?
 Yes No If yes, then attach details.

Are you a party to pending arbitration request?
 Yes No 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?
 Yes No If yes, then attach details.

OFFICE INFORMATION MUST BE COMPLETED

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

Office Address Street, City, State, Zip Code

Office Phone: _____

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.

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

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

Management-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/Leasing-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)

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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

230 Counselor	234 Acquisition
231 Business Broker	235 Build To Suit
232 Development	236 Commercial Sale/Leaseback
233 Investment Properties (including REIT's)	237 Site Selection

OTHER REAL ESTATE SPECIALTIES

Real Estate Specialties

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



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: Accounting@ecaor.com or
ECAR, ATTN: Accounting Dept. at 10 Hollywood Blvd. SE, Fort Walton Beach, FL 32548
DO NOT FAX – REGULAR MAIL OR SCAN ONLY

* **Membership ID.** Must be provided

Customer Information

Customer name: _____ **Membership ID: (*ECAR number)** _____ **Phone:** _____

Payment Information

I authorize Emerald Coast Assoc. of REALTORS to automatically bill the card listed below as specified:

MLS fee (Monthly) Education Classes/ Misc (Monthly) Annual Dues (Yearly)

Start billing on: _____ End billing when: Contract expires: _____
 Customer provides written cancellation

Credit Card Information

We accept the following credit cards: **MasterCard, Visa, American Express, and Discover**

Card Type: **Visa** **MasterCard** **American Express** **Discover**

Credit Card Number: _____ Expires: _____

Cardholder's Name: _____ Security Code: _____

Billing Address: _____

City, State: _____ Zip Code: _____

Cardholder's Signature: _____ Date: _____

<u>Official ECAR Use ONLY:</u>	
Date Received: _____	Approved by: _____ (ECAR Staff)

APPENDIX A:
IMPORTANT—Please Read

If accepted for membership to the Emerald Coast Association of REALTORS[®], the REALTOR[®] (applicant) agrees 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 New Member Orientation;
- I understand that if I do not complete the Code of Ethics/New Member Orientation within the three required months, then my application will be canceled, I forfeit the Application fee; 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, then 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, then 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 from the 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

Please Print: REALTOR® (Agent Applicant)

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 (**must be original or verified e-sign**)

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 (**must be original or verified e-sign**)

Date

Participant (Broker of Record) Signature (**must be original or verified e-sign**)

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 (**must be original or verified e-sign**)

Date

Designated REALTOR® (Broker of Record) Signature (**must be original or verified e-sign**)

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 (**must be original or verified e-sign**)

Date

Emerald Coast Association of Realtors®

SUPRA eKey Order Form

MLS ID: (ecn.eXXXXX) _____

Name: _____

Cost: \$50 Activation Fee

\$17.04 plus tax per month, auto-drafted on the 25th of each month

Please Choose a 4-digit Pin Code: _____

Type of Phone (Circle one) Android iPhone

Membership Type (Circle one) Agent Affiliate

The following information will be provided to Supra for billing purposes.

Billing Address: _____

Email Address: _____

Payment Information:

Credit Card Number: _____

Expiration Date: _____

Contact Phone Number: _____

***** I understand that by opting to not come in to the ECAR office to register my key, ECAR staff will be unable to verify that my key works and any issues that arise may require me to bring the key into the ECAR office to fix.**

Signature _____ **Date** _____

Please allow up to 2 business days for processing.

Please send completed forms to mikeg@ecaor.com

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

EMERALD COAST ASSOCIATION OF REALTORS[®]

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 code to a key or lockbox	\$75
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