



Daytona Beach Area ASSOCIATION OF REALTORS®

1716 Ridgewood Ave, Holly Hill, FL 32117

Phone: (386) 677-7131 Fax: (386) 677-7429

www.DaytonaRealtors.com



MLS PARTICIPATION DESIGNATED REALTOR® Application Instructions

1. Complete the Application.

- A. Complete EVERY blank on the **Application for Designated REALTOR®**. (If not applicable, fill in N/A.) Be sure to check that you are applying for **MLS Participant**.
- B. Include a recent full faced photograph with application. An original, black & white or color, or 2x2 passport photo is acceptable.
- C. Read the attached **MLS Acknowledgement**, date and sign. **Return with the application.**
- D. Provide a copy of your current real estate license or state certification to engage in the appraisal of real property is required, **along with a copy of your Drivers License. Return with the application.**
- E. Provide a copy of your FREC Corporate license, if applicable. **Return with the application.**
- F. Provide a **Letter of Good Standing** from your "PRIMARY" REALTOR® Association stating that you are a REALTOR® member of that Association in good standing and have paid your current National, State and Local Dues through that Association and are a Participant in their Multiple Listing Service.
- G. **Email completed application to: membership@daytonarealtors.org**

2. Pay Appropriate Fees.

Fees are due when application is made and can be paid with credit card (Visa, MasterCard, Discover or American Express) cash or check payable to: Daytona Beach Area Association of REALTORS®, Inc.

- A. **MLS Semi-Annual fees are \$190.00. The "Designated REALTOR®" MLS Application Fee is \$350.00 and there is also a one-time MLS Set-Up Fee of \$100.00.**
- B. The **eKey** (available for Smartphone Users) Fee is \$14.28 monthly for Basic and paid directly to Supra by an automatic credit/debit card. **First time set up fee \$50.00.**

- 3. Attend a **MANDATORY MLS TRAINING CLASS** within 60 days from the date of your application. If you do not attend the MLS Training Class, your access to the MLS will be turned off.

PLEASE NOTE: IF DROPPING OFF APPLICATION IN PERSON YOU MUST ARRIVE BEFORE 3:00PM. PLEASE ALLOW UP TO 72 HOURS TO BE PROCESSED.

MLS PARTICIPANT DESIGNATED REALTOR® (DR) APPLICATION INSTRUCTIONS (cont.)

4. Board of Directors Review.

A. Upon completion of the above steps, the application is submitted to the Board of Directors for final review and approval. **Once the application has been approved by the Board of Directors, there will be no refunds. (See Bylaws, article V, Section 3)**

Note: Association policy states that all new members, resignations and terminations may be bulletined to the membership.



Daytona Beach Area Association of REALTORS, Inc.

www.daytonarealtors.com

1716 Ridgewood Avenue, Holly Hill, FL 32117-1796

APPLICATION FOR DESIGNATED REALTOR®



I hereby apply for (check one): [] Primary Membership [] Secondary Membership [] MLS Participant

as a Designated REALTOR® in the above named Association and/or its Multiple Listing Service and enclose my check in the amount of \$ _____, which is to be returned to me in the event I am not accepted for membership and/or MLS Participation. I agree, to abide by 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, policies, and MLS Rules and Regulations of the above named Association, the State Association, and the National Association; I further agree that my act of paying fees shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitution, Bylaws, policies, MLS Rules and Regulations, and duty to arbitrate all as from time to time amended. I consent that the Association may invite and receive information and comment about me from any member or other person, and I further agree that any information and comment furnished to the Association by any person in response to the 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.

Note: Applicant acknowledges that if accepted as a member or MLS Participant and he/she subsequently resigns or is expelled from membership in the Association and/or ML:S Participation with an ethics complaint or arbitration request pending, the Board of Directors may conditional renewal of membership and/or MLS Participation upon the 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 member resigns or is expelled from membership and/or MLS Participation without having complied with an award in arbitration, the Board of Directors may condition renewal upon his/her payment of the award, plus any costs that 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.

NOTE: **Where the term license or licensee appears, it is meant to include licensed, certified, registered otherwise authorized by state regulatory agency to engage in the brokerage of and/or the appraisal of real property, employed by or affiliated to engage in the brokerage of and/or the appraisal of real property, employed by or affiliated in any manner with said "Designated" REALTOR® or as an independent contractor.

Office Use Only Member # _____ Office # _____

Name _____ (Last) _____ (First) _____ (MI) Nickname: _____

Date of Birth _____ Sex: [] Male [] Female (Mo/Day/Yr)

Business Name: _____ Bus. Phone: _____ Bus. Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Please identify firm (check one): [] Sole Proprietor [] Partnership [] Corporation [] Branch Office

Position with firm (check one): [] Principal [] Partner [] Corporate Office [] Officer Manager [] Director [] Other: _____

State Corporation # (if incorporated): _____ FREC Corp. License #: _____

State Real Estate License #: _____ (copy of Broker License required w/application) State Multi-Lic # (if applicable): _____

E-Mail Address: _____ Preferred Mailing Address: [] Home [] Office [] Other: _____

Home Address (Mailing Address): _____

Cell Phone #: _____ Personal Fax #: _____

Real Estate Designation Held (if any): [] GRI [] CRS [] CRB [] CPM [] CCIM [] LTG [] Other: _____

PLEASE NOTE: Certain copies of documents must be accompanied with this application. Please refer to the enclosed checklist for details.

Is the business address, as stated on this page, your principal place of business? [] Yes [] No

If not, or if you have any Branch Offices, please indicate address(es): _____

In what phases of real estate do you specialize? _____

Are you now employed or engaged in any other business or profession? [] Yes [] No

Do you hold, or have you ever held, a real estate license in any other state? [] Yes [] No

If "Yes," please specify: _____

Has your real estate license, in this state or any other state, been suspended or revoked? [] Yes [] No

If "Yes," specify the place(s) and date(s) of such action, and detail the circumstances relating thereto (Attach separate sheet as required): _____

First entered the real estate business: _____ in _____ (Mo/Yr) (County/State)

Date you received your real estate license: _____ (Mo/Yr) First Licensed in the State of Florida: _____ (Mo/Yr)

Have you been engaged continuously in the business since then? Yes No

If not, during what years were you in the business? _____

Established in present location since: _____ Previous locations: _____

In what other business have you been engaged? (Please list dates and locations): _____

Have you ever been refused membership or had your membership suspended or terminated in any other real estate Board/Association? Yes No

If "Yes," state the basis for each such refusal, suspension, or termination and detail the circumstances related thereto (attach separate sheet as required):

Resident in the State of Florida since: _____ (Mo/Yr) Previous Residence(s): _____ (City/State)

Are you now or have you ever been a member of any other real estate board/association whether or not affiliated with National Association of REALTORS®?

Yes No If you are currently a member of another board or association, please provide your NRDS Number: _____

If "Yes," name each such Board/Association, type of membership held, and dates establishing the time period for each: _____

If applicant for Designated REALTOR® Membership, give name of the institution where escrow account is maintained: _____

Are you or is any real estate firm in which you are a sole proprietor, general partner, or corporate officer involved in any pending bankruptcy or insolvency proceedings or have you or any real estate firm in which you are a sole proprietor, general partner, or corporate officer been adjudged bankrupt in the past three (3) years?

Yes No

If "Yes," specify the place(s) and date(s) of such action and detail the circumstances relating thereto (attach separate sheet as required): _____

In a corporation or partnership, please list all officers of the corporation and give the status of their broker's licenses (active or non-active) or name of partner, and the names of any stockholders (attach separate sheet as required):

<u>NAME</u>	<u>POSITION</u>	<u>LICENSE ACTIVE</u>	<u>NON-ACTIVE</u>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

List all other corporations for which you are licensed as an active broker in the State of Florida: _____

State the names and license numbers of any salespersons now associated with you (if any):

<u>NAME</u>	<u>LICENSE NUMBER</u>
_____	_____
_____	_____
_____	_____

I agree that, if approved for Membership in the Daytona Beach Area Association of REALTORS® and/or Participation in the Daytona Beach Area Association of REALTORS®' MLS, 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, shall be grounds for revocation of my membership and/or MLS Participation if granted.

Signature

Date



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Membership Agreements

1) Photography Agreement

“Member/MLS Subscriber agrees that photographs and any other visual images that member/MLS Subscriber has prepared or will prepare for submission to the Multiple Listing Service (MLS) of the Daytona Beach Area Association of REALTORS®, Inc., (“DBAAR”) and that are eligible for copyright protection in the United States or elsewhere are works that are made for hire. Member/MLS Subscriber warrants that he or she is the sole author of these works and that the works are original and are not infringing on any rights of any third parties. Member/MLS Subscriber irrevocably grants and assigns to DBAAR sufficient rights to publish such photographs and any other visual images in its MLS, and understands that such photographs and any other visual images are distributed to other MLS Participants through DBAAR’s Internet Data Exchange (IDX) program as well as syndicated to other online publishers through DBAAR’s listing syndication program.

The member/MLS Subscriber, however, maintains the right to use any photographs and any other visual images submitted to DBAAR in his/her own advertising throughout the world. Member/MLS Subscriber also agrees to provide all assistance reasonably requested by DBAAR, without any compensation to member/MLS Subscriber, and indemnify it in the establishment, preservation, enforcement of DBAAR’s copyright in such work. Member/MLS Subscriber also waives any moral rights relating to the works that the member/MLS Subscriber developed or produced or will develop or produce, including (but not limited to) any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation upon such or subsequent modification.”

2) MLS Acknowledgement

I have read and understood the enclosed Multiple Listing System rules, regulations and policies of the Daytona Beach Area Association of REALTORS® and I agree to abide by the provisions therein.

3) Trademark Agreement

I understand that the terms REALTOR®, and REALTORS® are registered trademarks, and the registration is owned by the National Association of REALTORS®, and only as members/provisional members of member boards/associations are we allowed to use these terms.

4) Code of Ethics

I have received and agree to abide by the Code of Ethics of the National Association of REALTORS®.

Signature

Date

Print

Office Use Only Member # _____

MLS ON LINE SUBSCRIBER ACCESS LICENSE AGREEMENT

This agreement is made as of _____ by and between the subscriber and DBAAOR (Daytona Beach Area Association of REALTORS®) for the provision of computer on-line access pursuant to a Master Agreement between FBS Systems and the DBAAOR (Daytona Beach Area Association of REALTORS®).

ON LINE SERVICE

Levels of Service: FBS provides on-line Multiple Listing Service that allows unlimited access FLEX MLS and toll free customer service support. It is understood that all on-line access is specific to Association/FBS Agreement and/or rules and regulations.

DESCRIPTION: FLEX MLS: **Access Level:** Broker Agent Super Agent (Broker approval required)

PURCHASED PRODUCTS: **Service Initiation Fee: \$100.00**

FLEX MLS Password Required: In order to access the FLEX MLS System, each subscriber must have system access equipment that meets the criteria listed below.

TERMS AND CONDITIONS: This Agreement is subject to the terms and conditions as stated below: _____
Initials

SUBSCRIBER'S RIGHTS: FBS Systems grants the Subscriber the right to use the FLEX MLS Software products. These products are copyrighted and all rights reserved by FBS Systems.

EQUIPMENT CRITERIA

FLEX MLS:

To efficiently operate, the following configuration is the minimum needed on your computer:

Internet Access Any Internet Service Provider (ISP) Broadband
Browser Current version of the following browsers:
Internet Explorer
Firefox
Google Chrome
Safari
Current version of Adobe Acrobat Reader

A wireless version FLEX MLS is available at no extra charge for most smartphones and tablets, as well as an App for both iPhone, iPad and Android.

SERVICE: The FLEX MLS will be available for access by users at all times, twenty-four (24) hours a day, seven (7) days a week, with the exception of the periodically scheduled preventative maintenance, unless otherwise specified in the Master Agreement. Preventative maintenance shall be performed during such scheduled times as the FLEX MLS System has the lowest volume of activity through access by its users. If FBS Systems is aware or becomes aware, in advance, of any interruption of services due to preventative maintenance or other factors, it shall provide a broadcast notice to the Association/Subscribers.

USE OF FLEX MLS SYSTEM AND DATABASE: This Agreement only authorizes this subscriber to access the MLS for their use in listing, searching and retrieving the data contained therein. Any other use, reuse, or resale of this data is prohibited.

The following is your UserID and Password to access the Daytona Beach Area FLEX MLS system. Each time you visit the web address, www.flexmls.com you will see a screen that prompts you for this logon information.

The saved Searches you create, Contact information you enter, default settings you Personalize, and flash events you set up will only be visible when logging on with this UserID and Password.

USERID: dab. _____ **(LEAVE BLANK—WE WILL ASSIGN)**

TEMPORARY PASSWORD: Dab20now

PAYMENT: An invoice, including applicable sales taxes, for which the subscriber is responsible, will be rendered to the Subscriber in advance of the month during which services will be provided and will be payable within fifteen (15) days. Any unpaid balances will be subject to a late fee. Reinstatement for suspension of services, non-payment or transfer of service will be charged an administration fee of \$25.00 payable to Daytona Beach Area Association of REALTORS®, Inc. (DBAAOR, Inc).

TERMINATION: Should Subscriber be in default for non-payment or any breach of terms listed, DBAAOR, at its option, shall terminate this Agreement. Subscribers liability due to non-payment or breach will include damages incurred by DBAAOR due to Subscriber's breach of this Agreement including all legal fees and be payable to DBAAOR, Inc. If Subscriber should terminate this agreement and wish to reactivate service at a later date, a new initiation fee will be charged.

FORCE MAJEURE: FBS Systems/DBAAOR or the Subscriber shall not be liable for any failure or delay in performance under this agreement which arises from occurrences or contingencies including, but not limited to, strikes, lockouts, riots, epidemics, war, governmental regulations, fire, natural disaster, acts of God, communication line failure, power failure, utility interruption, commercial transport delays, withholding tax roll data by local governments, malfunctions or inadequacies of equipment not under its control, failure to secure materials or labor from usual supply, delays caused by

any other circumstances beyond Daytona Beach Area Association of REALTORS®, Inc (DBAAOR, Inc), FBS Systems or Subscriber's control which prevent them from performing in the normal and usual course of their business.

ASSIGNMENT: This Agreement contains the entire Agreement between the parties hereto. No modifications, alterations or amendments to this Agreement shall be valid or effective unless in writing and executed by the respective duly authorized officers, employees or agents of the parties.

APPLICABLE LAW: This Agreement shall be governed for all purposes by the laws of the State of Florida.

LIABILITY: Daytona Beach Area Association of REALTORS®, Inc (DBAAOR, Inc)/FBS System's liability of any breach is limited to the amount of the monthly access charge and software fees and in no event shall Daytona Beach Area Association of REALTORS®, Inc (DBAAOR, Inc)/FBS Systems be liable for any loss of profits, incidental or consequential damages.

NOTICE: Any notice required or communication of any kind required by this Agreement shall be in writing and delivered prepaid certified or registered mail to Daytona Beach Area Association of REALTORS®, Inc (DBAAOR, Inc) 1716 Ridgewood Avenue, Holy Hill, Florida 32117-1796.

Initials _____

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

BY: _____
Subscriber Signature

BY: _____
Subscriber Printed Name

Direct Phone

Cell Phone

Personal Fax

Web Page

Email Address

Office Use Only	Member # _____
MLS CLASS: _____	Date: ____ / ____ / ____ Time: _____
BY _____	_____
Association Authorization	Date



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MLS Only Participants

Internet Member Services

Daytona Beach Area Association of REALTORS® provides a convenient service to our MLS only participants by enabling them to pay their MLS Fees online!

Visit the below link to find this information or click on the link to pay or view your charges online when you receive your semi-annual statement email.

<http://ims.daytonarealtors.org>

Login information: your member number ONLY

Member Number _____ **LEAVE BLANK-WE WILL ASSIGN**

Password _____ **MUST FILL IN PASSWORD**

8 characters or LESS, case sensitive. This can be the same password you use for MLS.

Once you enter you login information this will be the first screen you see. Click on Accounts Receivable to view your paid and unpaid invoices.

The screenshot shows a web browser window with the URL <https://ims.daytonarealtors.org/scripts/mgrqispu8?APPNAME=IMS&PRGNAME=IMSMainMenu&ARGUMENTS=-N702257061>. The page features the Daytona Beach Area Association of REALTORS® logo at the top. Below the logo is a blue navigation bar with 'Log Off' and 'Home' links. The main content area is titled 'Public Services Menu' and contains a 'Services' section with a right-pointing arrow. Underneath, there are two expandable sections: 'Personal Services' which includes 'Accounts Receivable' and 'Office Accounts Receivable', and 'Communication Services'. At the bottom of the page, there are links for 'Members/Offices' and 'Log Off', along with the text 'Daytona Beach Area Association of REALTORS® e-mail: websupport'. The Windows taskbar at the bottom shows the time as 2:35 PM on 8/16/2017.



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CREDIT CARD AUTHORIZATION

Please return or fax back to:
Daytona Beach Area Association of REALTORS®, Inc
1716 Ridgewood Ave, Holly Hill, FL 32117
Fax Number: (386) 677-7429

Name: _____

Member #: _____ (LEAVE BLANK—WE WILL ASSIGN)

Please charge my credit or debit card one time only.

Please charge my credit or debit card as shown below. All Semi Annual MLS Participation Fees, Annual Dues and any other charges that you incur on your account will be automatically processed.

*****MUST SELECT ONE OF THE ABOVE**

Please Select Card Type:

Visa

MasterCard

Discover

American Express

Credit Card CVC Number _____

Billing Zip Code _____

Card No.: _____

Expiration Date: _____

Signature: _____

Date: _____



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2024 MLS CLASS SCHEDULE

****ALL MLS Classes will be held virtually until further notice****

January 10th	(Wednesday)	9am - 12pm
February 15th	(Thursday)	9am - 12pm
March 12th	(Tuesday)	1pm - 4pm
April 18th	(Thursday)	9am - 12pm
May 7th	(Tuesday)	9am - 12pm
June 13th	(Thursday)	1pm - 4pm
July 16th	(Tuesday)	1pm - 4pm
August 12th	(Monday)	9am - 12pm
September 17th	(Tuesday)	9am - 12pm
October 9th	(Wednesday)	9am - 12pm
November 12th	(Tuesday)	1pm - 4pm
December 9th	(Monday)	9am - 12pm

For more information regarding membership requirements, please contact:

Angie Scrofano, Membership Director

(386) 677-7131

membership@daytonarealtors.org



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YEARLY BILLING CYCLE

The following is a breakdown of the dues and fees that will be billed to you each year. Please note you will receive an electronic bill via email from the association each quarter as follows:

	<u>Billed On:</u>	<u>Due By:</u>	<u>Amount:</u>
<u>1st Qtr</u> MLS Fees	March 1 st	March 31 st	\$190.00
<u>3rd Qtr</u> MLS Fees	Sept 1 st	Sept 30 th	\$190.00

All checks to be made payable to the Daytona Beach Area Association of REALTORS®. Cash, Visa, Master Card, Discover and American Express also accepted as payment. Pay 24/7 online at <http://ims.daytonarealtors.org>