



Daytona Beach Area ASSOCIATION OF REALTORS®

MLS ONLY PARTICIPATION REALTOR® Application Instructions

1. Complete the Application.

- A. Complete EVERY blank in the **Application for REALTOR® Membership**. (If not applicable, fill in N/A.) Be sure to check that you are applying for **MLS Subscriber**.
- 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 **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.

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. There is also a one-time MLS Set-Up Fee of \$100.00.**
- B. The **eKey** (available for Smartphone Users) Fee is \$26.03 monthly for Professional and \$13.73 for Basic 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 of application. If you do not attend the MLS Training Class, your access to the MLS will be turned off.

PLEASE NOTE: YOU MUST ARRIVE BEFORE 3:00 P.M. TO SUBMIT YOUR MEMBERSHIP APPLICATION. PLEASE ALLOW UP TO 72 HOURS TO BE PROCESSED.

MLS ONLY 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 REALTOR® MEMBERSHIP



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

Subscriber

in the above named Association and enclosed 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 subscription. If applying for Primary or Secondary membership, I agree, as a condition of membership, to complete the indoctrination course of the above named Association and 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 Constitutions, 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 and 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 and/or MLS Subscriber and he/she subsequently resigns or is expelled from membership in the Association and/or its MLS with an ethics complaint or arbitration request pending, the Board of Directors may conditional renewal 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 and/or subscriber resigns or is expelled 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.

Name _____ (Last) _____ (First) _____ (M.I.) Nickname: _____

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

Firm _____ Date Joined Firm _____

Firm Address _____ City: _____ State: _____ Zip: _____

Home Address _____ City: _____ State: _____ Zip: _____

Preferred Mailing Address: Home _____ or Firm _____

Home Phone No.* () _____ Personal Fax No.* () _____

State Real Estate License No. _____ (copy of real estate license must be included w/application)

Date First Recieved. Florida Real Estate License _____ NRDS Number: _____

E-Mail Address _____ Web Site _____

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

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

In what phases of Real Estate do you specialize? _____

What foreign language(s) do you speak? _____

Previous Board/Association Affiliation _____ Dates _____

Previous type of business and experience _____

I hereby certify that I understand the membership policy as described above.

Agent's Signature _____ Broker/Manager's Signature _____



Daytona Beach Area ASSOCIATION OF REALTORS®

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 publishes 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) 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.

3) Code of Ethics

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

Signature

Date

Print

Member Number

**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. _____ **TEMPORARY PASSWORD:** dabnow

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® (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 _____
Printed Name Subscriber

Subscriber Number

Direct Phone

Cell Phone

Personal Fax

Web Page

Email Address

BY _____
Association Authorization

Date

For Staff Use Only

REALTOR AWARENESS COURSE: Date: ___ / ___ / ___ Time: _____

MLS CLASS: Date: ___ / ___ / ___ Time: _____



Daytona Beach Area ASSOCIATION OF REALTORS®

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.

<https://day.rapams.com/>

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 displaying the Daytona Beach Area Association of REALTORS® website. The browser's address bar shows the URL: <https://ims.daytonarealtors.org/scripts/mgrqispi.dll?APPNAME=IMS&PRGNAME=IMSMainMenu&ARGUMENTS=-N702257061>. The website header features the association's logo and the text "Daytona Beach Area ASSOCIATION OF REALTORS®". Below the header 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. Under "Personal Services", there are two links: "» Accounts Receivable" and "» Office Accounts Receivable". Under "Communication Services", there is a right-pointing arrow. At the bottom of the page, there are links for "Members/Offices" and "Log Off", and contact information: "Daytona Beach Area Association of REALTORS®" and "e-mail websupport". The Windows taskbar at the bottom shows the system tray with the time "2:35 PM" and date "6/16/2017".



Daytona Beach Area ASSOCIATION OF REALTORS®



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 #: _____

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.

Please Select Card Type:

Visa

MasterCard

Discover

American Express

Card No.: _____

Expiration Date: _____

Signature: _____

Date: _____



Daytona Beach Area ASSOCIATION OF REALTORS®

2020 MLS CLASS SCHEDULE

<i>January 14</i>	<i>9-Noon</i>
<i>February 12</i>	<i>1-4 p.m.</i>
<i>March 9</i>	<i>9-Noon</i>
<i>April 15</i>	<i>1-4 p.m.</i>
<i>May 13</i>	<i>9-Noon</i>
<i>June 10</i>	<i>1-4 p.m.</i>
<i>July 8</i>	<i>9-Noon</i>
<i>August 12</i>	<i>1-4 p.m.</i>
<i>September 15</i>	<i>9-Noon</i>
<i>October 14</i>	<i>1-4 p.m.</i>
<i>November 19</i>	<i>1-4 p.m.</i>
<i>December 9</i>	<i>1-4 p.m.</i>

For more information, or to sign up for the REALTOR® Awareness Class, contact Angie Scrofano, Membership Coordinator, at 386.677.7131 or via [e-mail adscrofano@daytonarealtors.org](mailto:adscrofano@daytonarealtors.org)



Daytona Beach Area ASSOCIATION OF REALTORS®

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>



Daytona Beach Area
ASSOCIATION OF REALTORS®

MLS Acknowledgement

ALL APPLICANTS FOR MLS PARTICIPATION IN THE MULTIPLE LISTING SYSTEM OF THE DAYTONA BEACH AREA ASSOCIATION OF REALTORS® MUST SIGN THE FOLLOWING AND INCLUDE WITH THEIR APPLICATION

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.

Signature _____ **Date** _____