



# NORTHEAST FLORIDA ASSOCIATION OF REALTORS

Thank you for your inquiry regarding membership with the Northeast Florida Association of Realtors (NEFAR) and the Northeast Florida Multiple Listing Service (NEFMLS).

Attached to this letter is the Broker membership packet for both NEFAR and NEFMLS. Please note the following NEFMLS policy: Any licensee that is working under the licensed address in DBPR (Corporate, Branch Office or Broker license) will also be required to become an NEFMLS member. Any questions regarding this NEFMLS policy requirement for membership can be directed to (904) 394-9494, ext 1603.

There are various licensing requirements that must be met prior to the processing of your membership application so it is in your best interest to contact Angela Meeks prior to submitting your application and payments. You may reach Angela at the following numbers:

Angela Meeks, Compliance Administrator, Northeast Florida Association of Realtors (Voice)  
904-394-1242, or (E-mail) [NEFARcompliance@nefar.com](mailto:NEFARcompliance@nefar.com)

Once again, thank you for your inquiry about membership in NEFAR and NEFMLS.

Sincerely,

William Glenn East, CAE, RCE, CRB, GRI, SRES, CIPS, SFR, LMC, AHWD  
Chief Executive Officer Northeast Florida Association of Realtors



# NORTHEAST FLORIDA ASSOCIATION OF REALTORS

## PRIMARY REALTOR® MEMBERSHIP APPLICATION

To expedite the membership process, please complete your application and email it to **Membership@NEFAR.com**. NEFAR membership services will notify you that your application has been received and once your packet is processed, you will be sent an email from **Membership@NEFAR.com** with instructions regarding logging into your personal NEFAR member account to pay the required dues and fees to join. For questions about the application packets or joining NEFAR, please email [Membership@NEFAR.com](mailto:Membership@NEFAR.com) or call 904-394-9494 extension 1602.

**When joining as a REALTOR member** you must have an active Florida real estate license placed with a real estate company in the State of Florida whose broker is a current Realtor member of Northeast Florida Association of Realtors, Inc. (NEFAR). If the broker of the real estate company your license is being placed with is a participating member of Northeast Florida Multiple Listing Service (NEFMLS) then you must also join NEFMLS. The paperwork required to process your application is as follows:

1. Copy of your current real estate license or copy of the DBPR pass slip
2. Completed NEFAR and NEFMLS Membership Applications

**Payment Type: Check, Visa, Master Card, Discover, American Express, Money Order**



7801 Deercreek Club Rd • Jacksonville, FL 32256

(904)394-9494 • [www.NEFAR.com](http://www.NEFAR.com)



**Northeast Florida Association of REALTORS<sup>®</sup>, Inc**  
**7801 Deercreek Club Road, Jacksonville, FL 32256**  
**Telephone: (904) 394-9494 Ext. 1602**



## MEMBERSHIP APPLICATION

I, \_\_\_\_\_, hereby apply for **REALTOR<sup>®</sup>** membership in the Northeast Florida Association of REALTORS<sup>®</sup>, Inc. (NEFAR). In the event my application is approved, I agree as a condition of membership to complete NEFAR's Orientation and Code of Ethics course within ninety (90) days, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup> (NAR), including the duty to arbitrate business disputes in accordance with NAR's Code of Ethics and Arbitration Manual, and its Constitution and Bylaws, and the Bylaws and Policy and Procedure Manual of NEFAR, and of Florida REALTORS<sup>®</sup> (FR). I also understand membership brings certain privileges and obligations that require compliance. Membership is final only on approval by the Board of Directors of NEFAR and may be revoked if completion of any membership requirement(s), such as Orientation, not be completed within the timeframe established in the NEFAR Bylaws. I further understand that I will be required to complete periodic Code of Ethics training as specified by NAR, or in the NEFAR Bylaws as a continued condition of membership. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitution, Bylaws, Rules, and Regulations, NEFAR Policy and Procedure Manual, and duty to arbitrate, all as from time to time may be amended. I consent and authorize NEFAR, through its membership department to invite and receive information and comments about me and I agree that any information and comments furnished to NEFAR by any member or other person or entity 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 any other cause of action. I irrevocably waive all claims against NEFAR and any of its officers, directors, members, counsel, and staff, for any act in connection with the business of NEFAR, including without limitation acting on or considering reports from the Florida Real Estate Commission and Department of Business and Professional Regulation and all references as to its or their acts in electing or failure to elect, or suspending, revoking, expelling, or otherwise disciplining me as a member. I understand and agree with NEFAR's investigation of me. Upon the expiration or termination of my membership for any reason, I will immediately discontinue using the trademark/designation "REALTOR<sup>®</sup>" and return to NEFAR all certificates, signs, seals trademarks, or other indications of membership in NEFAR, FR, or NAR.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns, is suspended, or revoked, or is expelled from membership in NEFAR with any ethics complaint or arbitration request pending, the Board of Directors of NEFAR 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 as approved by NEFAR's Board of Directors; or if applicant resigns or is expelled or revoked from membership without having complied with an award in arbitration, the Board of Directors of NEFAR may condition renewal of membership 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, any statute of limitations being hereby waived by me.

For Staff Only

Member #: \_\_\_\_\_ Firm #: \_\_\_\_\_ NRDS#: \_\_\_\_\_

NEFAR Pay Type: Check \_\_\_\_\_ Credit Card \_\_\_\_\_

**I HEREBY SUBMIT THE FOLLOWING INFORMATION FOR YOUR CONSIDERATION**

1. State your position with the firm: \_\_\_\_\_ Principal \_\_\_\_\_ Independent Contractor \_\_\_\_\_ Partner  
\_\_\_\_\_ Corporate Officer \_\_\_\_\_ Manager \_\_\_\_\_ Employee

**Name as Shown on Real Estate License**

2. First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

3. Home Address: \_\_\_\_\_

\_\_\_\_\_  
City County State Zip

4. Name of Firm: \_\_\_\_\_ Firm Telephone#: \_\_\_\_\_

5. Firm Address: \_\_\_\_\_

Name of Broker/Office Manager: \_\_\_\_\_ Firm Fax #: \_\_\_\_\_

Your Real Estate License No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

6. (Select One) \_\_\_\_\_ Sales Associate (SL) \_\_\_\_\_ Broker (BK) \_\_\_\_\_ Broker Sales (BK)  
\_\_\_\_\_ Certified Residential Appraiser (RD) \_\_\_\_\_ Licensed Appraiser (RH)  
\_\_\_\_\_ Certified General Appraiser (RZ)

7. Are you a previous or current member of another real estate board/association affiliated with the NATIONAL ASSOCIATION OF REALTORS®? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes", name each Board/Association and type of membership \_\_\_\_\_

\_\_\_\_\_

8. Home Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

9. Alternate Phone #: \_\_\_\_\_

10. Other Address (Mailing - If different from Home or Office): \_\_\_\_\_

\_\_\_\_\_  
City County State Zip

11. Check Preferred Phone: \_\_\_\_\_ Cell \_\_\_\_\_ Office \_\_\_\_\_ Home \_\_\_\_\_ Alternate

12. Check Preferred Mailing Address: \_\_\_\_\_ Home \_\_\_\_\_ Office \_\_\_\_\_ Alternate

13. Title: \_\_\_\_\_ Ms. \_\_\_\_\_ Mr. \_\_\_\_\_ Mrs. \_\_\_\_\_ DR

14. Nickname: \_\_\_\_\_ U.S. Military Veteran \_\_\_\_\_ Yes \_\_\_\_\_ No

15. Which real estate specialties do you practice in? \_\_\_\_\_ Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Land  
\_\_\_\_\_ Residential Property Management \_\_\_\_\_ Investment \_\_\_\_\_ Appraisal

16. What professional designations do you currently hold? (GRI, CRS, CRB, CCIM, etc.) \_\_\_\_\_

17. Email Address : \_\_\_\_\_

18. Web Page(s): \_\_\_\_\_

19. Last 4 Digits of Social Security #: \_\_\_\_\_ Date of Birth \_\_\_\_\_

**NEFAR reserves the option to require your full Social Security Number if NEFAR believes it is useful to obtain information for membership approval.**

20. Languages spoken: \_\_\_\_\_
21. Are you actively engaged in the real estate business with the general public? \_\_\_\_ Yes \_\_\_\_ No
22. When did you first enter the real estate business? \_\_\_\_\_ (enter date)
23. What city and state? \_\_\_\_\_

24. Have you been engaged continuously in the business since then? \_\_\_\_ Yes \_\_\_\_ No  
If not, during what years were you in the business? \_\_\_\_\_
25. (Optional) Have you ever been refused membership in any other real estate associations, boards, or any other professional associations? \_\_\_\_ Yes \_\_\_\_ No

If "Yes", state the basis for each such refusal and detail circumstances related thereto: \_\_\_\_\_  
\_\_\_\_\_

26. Has your real estate license, in this or any other state, been suspended or revoked?  
\_\_\_\_ Yes \_\_\_\_ No  
If "Yes", specify the place(s) and date(s) of such action, current status and detail the circumstances relating thereto (attach a separate sheet, if necessary) \_\_\_\_\_  
\_\_\_\_\_

27. Has any other professional license in this, or any other state, been suspended or revoked?  
\_\_\_\_ Yes \_\_\_\_ No  
If "Yes", specify the place(s) and date(s) of such action, current status and detail the circumstances relating thereto (attach a separate sheet, if necessary) \_\_\_\_\_  
\_\_\_\_\_

28. Have you been convicted of a crime in the past five years? \_\_\_\_ Yes \_\_\_\_ No  
Do you have any judgments or tax liens against you? \_\_\_\_ Yes \_\_\_\_ No  
If "Yes", state the details \_\_\_\_\_  
\_\_\_\_\_

29. To your knowledge, are there now, or have there been within the past five years, any administrative actions filed against you or the firm with which you have been associated by any state real estate regulatory agency or any other agency of government: \_\_\_\_ Yes \_\_\_\_ No  
If "Yes", specify the substance of each administrative action in each state, the agency before which the administrative action was made, and the current status of resolution of such administrative action (attach a separate sheet, if necessary)  
\_\_\_\_\_  
\_\_\_\_\_

30. (Optional) Is the Office Address, as stated, your principal place of business? \_\_\_\_ Yes \_\_\_\_ No  
If "No", or if you have any branch offices, please indicate and give addresses (attach a separate sheet, if necessary) \_\_\_\_\_  
\_\_\_\_\_

31. I agree, if accepted for membership in NEFAR, to pay the fees and dues as established. ***As a new member, I understand that I have ninety (90) days from the date of this application in which to complete the NEFAR Orientation class and Code of Ethics Course. Failure to do so in the prescribed timeframe will result in the forfeiture of my application fee, the forfeiture of my lockbox key, and the forfeiture of all member services without further notice.***

32. \_\_\_\_\_ (initial) I authorize NEFAR to send pertinent Association information to me by all mail or any electronic media (*such as but not limited to fax, email, text, tweet, robocalls, etc.*) from this date forward until privilege is revoked in writing by me. I authorize NEFAR to publish my email address on any Realtor Association-owned website such as NRDS, NEFMLS, fl.living.net, Realtor.com, Realtor.org, and NAR.Realtor, Florida Realtors.org, NEFAR.com, etc.
33. I agree that NEFAR may include my name in a membership roster, including mailing labels, which NEFAR may make available to others for consideration.
34. I hereby certify that the foregoing information furnished by me is true and accurate, and I agree that my failure to provide complete and accurate information as requested or any misstatements of fact shall be grounds for revocation of membership, if granted.
35. \_\_\_\_\_ (initial) **I hereby acknowledge all application fees and dues are non-refundable.**

Payments to the Northeast Florida Association of REALTORS®, Inc. are not deductible as charitable contributions. Such payments may, however, be deducted as an ordinary and necessary business expense. Contact your tax advisor.

By joining NEFAR, I hereby grant NEFAR, its representatives, and employees the unrestricted, royalty-free right to take photographs and videography, inclusive of audio where applicable, of me in connection with all NEFAR activities. Such NEFAR activities may include, but are not limited to, NEFAR meetings, events, social and/or networking mixers, outings, or others, whether onsite at NEFAR properties or offsite at other locations.

I further authorize NEFAR, its assigns, and transferees to copyright, use and publish the same in print, video, and/or electronically or any other such communications channels or means. I agree that NEFAR may use such photographs, video, or audio of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, social media, and any other purpose.

I agree to indemnify NEFAR against all damages, costs, and liabilities, including reasonable attorney's fees, arising from any claim that any actions or matters which I initiated, caused, or participated in infringing on the rights of any third parties including without limitation intellectual property rights.

Cost of litigation. In the event of any litigation arising under or concerning this Membership Application, the prevailing party shall be entitled to court costs and reasonable attorney's fees, including at all levels of appeal.

By my signature below, I acknowledge that I fully understand my membership obligations herein and agree to abide by all terms of membership as outlined in this application and the NEFAR Bylaws and Policies as posted on NEFAR.com.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Attach a photocopy of your current real estate license**

Revised: 08/11/2022

**NEFAR 2023 Member Fee Schedule - January 2023 - December 2023**

Local, State and National Yearly Dues  
Prorated Monthly

We accept American Express, Discover, Mastercard and Visa

Your check is also welcome! If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Primary Realtor Membership Fees</b>												
Local	260.00	238.33	216.67	195.00	173.33	151.67	130.00	108.33	86.67	65.00	43.33	21.67
Florida Realtors	116.00	106.33	96.67	87.00	77.33	67.67	58.00	48.33	38.67	29.00	19.33	9.67
Florida Realtors Issue Advocacy Fund	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
National Assoc of Realtors	150.00	137.50	125.00	112.50	100.00	87.50	75.00	62.50	50.00	37.50	25.00	12.50
National Assoc of Realtors Assessment	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
<b>Total Dues</b>	<b>601.00</b>	<b>557.16</b>	<b>513.34</b>	<b>469.50</b>	<b>425.66</b>	<b>381.84</b>	<b>338.00</b>	<b>294.16</b>	<b>250.34</b>	<b>206.50</b>	<b>162.66</b>	<b>118.84</b>
<b>One Time Fees</b>												
Application Fee	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
Florida Realtors Processing Fee	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
<b>Total One Time Fees</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>	<b>280.00</b>
<b>Total Payable to NEFAR</b>	<b>881.00</b>	<b>837.16</b>	<b>793.34</b>	<b>749.50</b>	<b>705.66</b>	<b>661.84</b>	<b>618.00</b>	<b>574.16</b>	<b>530.34</b>	<b>486.50</b>	<b>442.66</b>	<b>398.84</b>
<b>Secondary Realtor Membership Fees</b>												
Local	260.00	238.33	216.67	195.00	173.33	151.67	130.00	108.33	86.67	65.00	43.33	21.67
Application Fee	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
<b>Total Payable to NEFAR</b>	<b>285.00</b>	<b>263.33</b>	<b>241.67</b>	<b>220.00</b>	<b>198.33</b>	<b>176.67</b>	<b>155.00</b>	<b>133.33</b>	<b>111.67</b>	<b>90.00</b>	<b>68.33</b>	<b>46.67</b>
<b>Affiliate Membership Fees</b>												
Local	250.00	229.17	208.34	187.51	166.68	145.85	125.02	104.19	83.36	62.53	41.70	20.97
Application Fee	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
<b>Total Payable to NEFAR</b>	<b>350.00</b>	<b>329.17</b>	<b>308.34</b>	<b>287.51</b>	<b>266.68</b>	<b>245.85</b>	<b>225.02</b>	<b>204.19</b>	<b>183.36</b>	<b>162.53</b>	<b>141.70</b>	<b>120.97</b>
<b>Secondary Affiliate Membership Fees</b>												
Local	100.00	91.67	83.34	75.01	66.68	58.35	50.02	41.69	33.36	25.03	16.67	8.33
Application Fee	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00
<b>Total Payable to NEFAR</b>	<b>165.00</b>	<b>156.67</b>	<b>148.34</b>	<b>140.01</b>	<b>131.68</b>	<b>123.35</b>	<b>115.02</b>	<b>106.69</b>	<b>98.36</b>	<b>90.03</b>	<b>81.67</b>	<b>73.33</b>

Supra eKey Service - Basic \$18.09  
 Supra eKey Service - Professional \$25.51  
 Activation Fee \$50.00

Automatically processed monthly by Supra via a credit card, debit card or ACH debit.

Rev 012723



<b><u>Internal Use</u></b>
MBR#: _____
FIRM#: _____
LIC#: _____
NRDS#: _____
LAST4/CODE: _____
<b><u>NEFAR ORIENTATION DATE:</u></b> _____

**Northeast Florida Multiple Listing Service, Inc. (realMLS)  
APPLICANT AGREEMENT**

[For realMLS access by a Northeast Florida Association of REALTORS® Broker, Appraiser, Licensee (Applicant)]

**Name of Applicant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Preferred Phone#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**CHECK LIST**

Are your realMLS dues and application fees attached?  Yes  No

\_\_\_\_\_*(initial)* **Applicant hereby acknowledges all application fees and dues are non-refundable.**

Applicant agrees as a condition of membership in the Northeast Florida Multiple Listing Service, Inc., (realMLS) to abide by the realMLS Standards of Conduct as identified in the realMLS Rules and Regulations as well as all relevant Bylaws, Rules, Regulations, Policy, Procedures and any other obligations including payment of all fees. Applicant agrees as a condition of participation or subscription to complete those portions of the Orientation course which are prescribed as pertinent and necessary for realMLS. Applicant agrees to abide by the terms of use of the realMLS for any of the services provided to and used by me as a right under my membership in realMLS, comply with the realMLS Standard of Conduct and the National Association of REALTORS® Code of Ethics and Standard of Practice as established in the *Code of Ethics and Arbitration Manual*, including the obligation to submit to ethics hearing and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of realMLS and NEFAR. Applicant understands that a violation of the Code of Ethics may result in suspension or termination of my realMLS rights and privileges and that they may be assessed an administrative processing fee not to exceed \$500 which may be in addition to any discipline, including fines, that may be imposed. Applicant acknowledges realMLS may impose fines for noncompliance with the Rules and Regulations and Policy as provided in the Rules and Regulations and Policy Manual.



### **Intellectual Property Ownership; Enforcement.**

Applicant acknowledges and agrees that the realMLS Database, and all copies, modifications, enhancement, and derivative works of the realMLS Database, are the property of the realMLS, and all right, title, and interest in and to the realMLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with realMLS. Applicant hereby irrevocably assigns to realMLS any and all rights which it may have or acquire in and to the realMLS Database.

By submission of any listings content to realMLS, Applicant hereby grants to realMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, copy, publish, display, and reproduce the Listing Content, to prepare derivative works of the Listing Content, and to distribute the Listing Content or any derivative works thereof. This includes storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. Such license shall be deemed granted as of the moment of creation without the necessity of any further action on the part of either party. Applicant represents and warrants to realMLS with respect to the Listing Content for each Applicant's Listings that the Listing Content, and the license of rights in and to the Listing Content to realMLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

Applicant agrees not to challenge realMLS's rights in and to the realMLS Database or to take any action inconsistent with the license granted to the Listing Content under this Agreement. Applicant agrees to take all action and execute and deliver to realMLS all documents requested by realMLS in connection with the license granted to realMLS in and to the Listing Content. Applicant further agrees to take all action and execute and deliver to realMLS all documents requested by realMLS in connection with the copyright application and registration of the realMLS Database.

Without limiting the generality of this Agreement, but subject to the rights of Participants and Subscribers in the realMLS's multiple listing service to opt out of inclusion with respect to Listings submitted by such Participant or Subscriber as set forth in the Rules and Regulations, Participant acknowledges and agrees that realMLS may use and license, or otherwise grants rights in or to the realMLS Database or any or all of the Listings included in the realMLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by realMLS, unless otherwise limited by a separate agreement between realMLS and the applicable Broker or by the Rules and Regulations.

### **Third-Party Products and Services; User Generated Content.**

realMLS provides several third-party products and services as part of the realMLS membership, including, but not limited to, multiple listing service, showing services, digital offers platforms, transaction platforms, and public records platforms (collectively, "Third-Party Products"). User Generated Content (UGC) is created through Applicant's/Member's interactions with Third-Party Products from information and data being populated or submitted by Applicant/Member to the Third-Party Products. Notwithstanding Applicant's/Member's ownership of UGC related to such Applicant's/Member's use of Third-Party Products, Applicant/Member: (i) acknowledges and agrees that realMLS may request Applicant's/Member's UGC from ShowingTime and/or any realMLS provided third-party products and service providers (each, a "Third-Party Service Provider") and Applicant/Member consents to such Third-Party Service Provider providing Applicant's/Member's non-aggregated and non-anonymized UGC to realMLS to use and (ii) grants realMLS a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide license to reproduce, distribute, transform

and publicly display Applicant's/Member's UGC provided to realMLS by such Third-Party Service Provider. Any UGC publicly displayed by realMLS will be aggregated, generalized and anonymized to contain no reference to specific properties or individually identifiable information.

**Indemnification.**

Applicant shall indemnify and hold harmless realMLS and its officers, directors, employees, shareholders against all demands, actions, damages, costs, and liabilities, including reasonable attorney fees, arising from any claim connected with any Listing Agreement, this Agreement, the Listing Content or any portion of the Listing Content infringes the rights of any third party.

APPLICANT ACKNOWLEDGES THAT THE FOREGOING MEANS THAT APPLICANT MUST ENTER A WORK FOR HIRE AGREEMENT OR MUST OBTAIN FULL ASSIGNMENTS OR FULL LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING AFFILIATES, SELLERS, AND THIRD-PARTY CONTRIBUTORS, AS NECESSARY FOR APPLICANT TO LICENSE THE LISTING CONTENT TO realMLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT. IF APPLICANT FAILS TO DO SO, APPLICANT WILL ASSUME AND REIMBURSE realMLS FOR THE COST OF DEFENDING realMLS AND EACH OF realMLS's APPLICANTS, SUBSCRIBERS AND PARTICIPANTS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

**Costs of Litigation.**

If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

realMLS policy requires that the fee for Membership for a Participant (Broker or Appraiser) is calculated based on the Participant and the number of all licensees (Subscribers) under the Participant. The Participant is obligated to inform realMLS immediately of all current and new licensees and pay the appropriate fee.

**Submission to Jurisdiction; Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Applicant acknowledges that by using the services provided under this Agreement, Applicant has transacted business in the state of Florida. By transacting business in the state of Florida by agreement, Applicant voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Duval County, state of Florida, as to all matters relating to or arising from this Agreement.

Participant's Signature \_\_\_\_\_ CQ License # \_\_\_\_\_

\_\_\_\_\_  
Applicant Participant/Subscriber/Appraiser/Licensee Signature Date

\_\_\_\_\_  
Applicant License Number