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## West Volusia Association of REALTORS®

**Broker**

### APPLICANT INFORMATION

Name as shown on your professional license: \_\_\_\_\_

Nickname (if any): \_\_\_\_\_

Name of Firm where you are licensed: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone w/area code: \_\_\_\_\_ Office fax: \_\_\_\_\_

Office Web Site Address: \_\_\_\_\_

Office License #: \_\_\_\_\_ Office MLS #: \_\_\_\_\_

Firm is a  Sole Proprietorship  DBA  Partnership  Corporation

### PERSONAL INFORMATION

DBPR License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of License:  Broker  Broker/Salesperson  Salesperson  Appraiser

Are you multi-licensed?  Yes  No First licensed in Florida in (month/year): \_\_\_\_\_

Position:  Principal or Partner  Corporate Officer  Trustee  Employee  Independent Contractor

Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Preferred Mailing Address:  Home  Office

Member email address: \_\_\_\_\_

Date First Licensed in real estate (month/year): \_\_\_\_\_

Date you joined the firm listed on this application (month/year): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Are you currently or have you been a member of any other REALTOR® association since June 1998?  Yes  No

If so, which association, type of membership and dates of membership: \_\_\_\_\_

What REALTOR® designations, if any, do you presently hold? \_\_\_\_\_

NRDS #: \_\_\_\_\_ FIRM # \_\_\_\_\_

DATE: \_\_\_\_\_ ORIENTATION DATE: \_\_\_\_\_

## APPLICATION CERTIFICATE

### ALL APPLICANTS MUST READ AND SIGN

I understand that the terms REALTOR® and REALTORS® are registered service marks, and the registration is owned by the NATIONAL ASSOCIATION OF REALTORS® (NAR), and only as a member of a member association am I allowed to use these terms.

In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS® and the Constitution, Bylaws, Rules and Regulations of the West Volusia Association of REALTORS®, the Florida Association of REALTORS® and the National Association of REALTORS®. 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.

I agree to arbitrate when required by the Code of Ethics and to abide by the decision of the Professional Standards Committee of the Association, or the decision of the Appeals Board in the event of an appeal. Irrevocably waive all claims against the Association, or any of its officers, directors, members, or employees, for any act in connection with the business of the association, and particularly as to its or their acts in electing or failing to elect, advance, suspend, expel or otherwise discipline me as an applicant member. I acknowledge that if accepted as a member, and I subsequently resign from the Association or otherwise cause membership to terminate with an ethics complaint pending, that the Board of Directors may condition renewal of membership upon my certification that I will submit to the pending ethics proceeding and will abide by the decision of the hearing panel.

I understand that I must: a) complete an Orientation course; b) complete the National Association of REALTORS® Code of Ethics training; c) pay all required dues and fees at the time of application submission; and d) comply with any required legal liability training as required from time to time by the Board of Directors as a condition of maintaining my membership.

I understand that if I fail to attend Orientation and/or fail to complete the NAR Code of Ethics training within 60 days and/or fail to pay the required total fees and dues, this application may be automatically deemed abandoned by the Association. Should it be abandoned, or should I voluntarily withdraw my application prior to completing the requirements, I understand that the application fee and dues paid will be forfeited and that I must reapply should I seek membership in the future.

If I am a Principal Broker, I certify that I am in compliance with all applicable Florida Real Estate Regulations, that I have no record of official sanctions involving unprofessional conduct, and that I have (had) no pending or recent personal or corporate bankruptcy within the past three years.

By signing below, I consent that the REALTOR® Associations (local, state, and national) and their subsidiaries, if any, may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications part of my membership.

Signature of applicant: \_\_\_\_\_

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

### PAYMENT INFORMATION

CHECK # \_\_\_\_\_

VISA  MASTERCARD  DISCOVER  AMEX ACCOUNT #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CARD HOLDER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



StellarMLS

MEMBERSHIP FORM BROKER

Primary Association/Board: \_\_\_\_\_ Date: \_\_\_\_\_

FIRM INFORMATION

New Firm  Other \_\_\_\_\_

Firm Name: \_\_\_\_\_ Firm MLS #: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
Street/P.O./Apt City State Zip

Firm Phone# \_\_\_\_\_ Fax # \_\_\_\_\_

E-Mail: \_\_\_\_\_ Web: \_\_\_\_\_

Firm FREC License# \_\_\_\_\_ FREC License Type: \_\_\_\_\_

State the names and title of all other principals, partners or corporate officers of your firm.

Name \_\_\_\_\_ Title \_\_\_\_\_

PARTICIPANT/SUBSCRIBER INFORMATION

New Broker  Multi License

Mail Preference:  Home  Office

Nickname to appear on your listings. \_\_\_\_\_

\*Name: \_\_\_\_\_

\*Agent Direct Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell# \_\_\_\_\_

\*Home Address: \_\_\_\_\_  
Street/P.O./Apt City State Zip

License# \_\_\_\_\_ MLS ID# \_\_\_\_\_

\*E-Mail: \_\_\_\_\_ Web: \_\_\_\_\_

\*Firm Name: \_\_\_\_\_ Firm MLS # \_\_\_\_\_

\*Password: New Members must use: password1 upon initial login, you will be prompted to change your password.

ACTIVATION INFORMATION

\$95.00 Activation Fee  \$220.00 New Firm Activation Fee  \$125.00 Member or Firm Reactivation Fee

Prorated Participation Fee from \_\_\_\_\_ to \_\_\_\_\_ Yr \_\_\_\_\_ Amt \$ \_\_\_\_\_

I agree to abide by the Multiple Listing Service Rules and Regulations of the Stellar Multiple Listing Service and to attend the mandatory Stellar MLS training. Required training: MLS Compliance 101 & MLS Basic. If you need access to enter listings, you will also be required to take Adding & Modifying Listings. I understand that if I do not attend mandatory training within sixty days my fees will be forfeited and I will be suspended from the Service.

\*\*NOTE: MLS FEES OR PRO-RATED FEES ARE NOT REFUNDABLE. Initial \_\_\_\_\_

\*SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_



Primary Association/Board \_\_\_\_\_

PARTICIPATION FEE/NEW OFFICE/ACTIVATION AGREEMENT  
BROKER PARTICIPANT

This agreement is made on \_\_\_\_\_ 20\_\_\_\_ between the PARTICIPANT and Stellar Multiple Listing Service.

- Annual Participation Fee \$ \_\_\_\_\_
- New Member Setup \$95 (this fee will also apply for members reinstating after 1 full billing cycle)
- New Company Processing Fee \$220 (this fee will also apply for brokers reinstating after 1 full billing cycle)
- Member Reactivation Fee \$125 (this fee will apply to members who have been inactive for less than 1 full billing cycle)

The access issued to each Participant or Subscriber is unique and strictly confidential to that person. Authorized Participant./Subscriber agrees that should a disclosure of account information result in access by an unauthorized third party, Authorized Participant./Subscriber may be subject to penalties as follows:

- 1) A fine of up to \$15,000 (as determined by the Board of Directors) for each occurrence will be assessed against any Participant/Subscriber found to have allowed or provided access to the Stellar MLS system by an unauthorized person.
- 2) Permanent revocation of on-line access rights for the second instance.

In compliance with Stellar MLS Rules and Regulations, this Agreement provides for the Participant./Subscriber as a primary or secondary member, to gain immediate access to the MLS and Public Record database for use in listing, searching and retrieving the data contained therein. **This right is contingent upon the PARTICIPANT, SUBSCRIBER completing the required training course within the 60-day period allowed. Failure to do so will result in suspension of the right to access the MLS database.** The Participant./Subscriber agrees to comply with Stellar MLS Rules and Regulations. Any other use, reuse, or resale of this data is prohibited. The term of this Agreement shall commence upon initiation of service to the Participant./Subscriber. The Agreement is not assignable. The Participant./Subscriber hereby indemnifies the Service and any Reciprocal Service and agrees to hold harmless arising from a Participant./Subscriber.

**Definition of MLS Participant.** Any REALTOR® of any other Association/Board or any non-Realtor® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules, shall be eligible to participate in Stellar MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker’s license and offer or accept cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

\*\* Use of information developed by or published by Stellar MLS is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized use is prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law.

**COMPANY / PARTICIPANT INFORMATION**

**NEW** (or current) Office/Company Name: \_\_\_\_\_ Firm# \_\_\_\_\_  
(Please Print)

**OLD** Office/Company Name: \_\_\_\_\_ Firm# \_\_\_\_\_  
(Please Print)

Your Name: \_\_\_\_\_ Member# \_\_\_\_\_  
(Please Print)

**Attention Participant/Subscriber: MLS participation fees are paid by the authorized user directly to Stellar MLS, 247 Maitland Ave. Suite 2000, Altamonte Springs, FL 32701 Due date is May 15 (annual). Penalties will apply to all payments not received by 5:00 P.M.** The Principal Broker is ultimately responsible for the payment of all fees for participating licenses in his/her company.  
**NOTE: MLS FEES OR PRO-RATED MLS FEES ARE NOT REFUNDABLE.** Initial \_\_\_\_\_

\*\*SIGNATURE: \_\_\_\_\_

\*\*\*SIGNATURE REQUIRED STATING YOU AGREE TO THE ABOVE TERMS\*\*\*

## Participant Request to Participate

In conformity with the Stellar MLS Rules and Regulations and any reciprocal MLS Rules & Regulations, in which I agree to abide, I request participation in the Stellar Multiple Listing Service.

I understand that as the participant, there is a **one-time application fee of \$220.00 and an annual participation fee**. I will be assessed the participation fee, times the number of licensees employed by or affiliated with my firm.

I also understand that the MLS exists for participants to exchange offers of cooperation and compensation on listings and that neither I, nor any of my licensees, may sell, lease, exchange, transmit or otherwise disseminate data on active listings to the general public.

The Participant indemnifies the Stellar Multiple Listing Service and any reciprocal Multiple Listing Service and agrees to hold harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from a Participant's negligence.

### Definition of MLS Participant

Where the term REALTOR<sup>®</sup> is used in this explanation of policy in connection with the word member or the word participant, it shall be construed to mean the REALTOR<sup>®</sup> principal or principals, of this or any other association, or a firm comprised of REALTOR<sup>®</sup> principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR<sup>®</sup> members of this or any other association, or who are legally entitled to participate without association membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited.



## Participant Request to Participate-continued

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law. *(Adopted 11/08)*

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. *(Adopted 11/08)*

\*Compensation is unconditional except where local MLS rules permit listing brokers to reserve the right to reduce compensation offers to cooperating brokers in the event that the commission established in a listing contract is reduced by court action or by actions of a lender. Refer to Part Two, G., Section 1, Information Specifying the Compensation on Each Listing Filed with a Multiple Listing Service of an Association of REALTORS<sup>®</sup>, *Handbook on Multiple Listing Policy*. *(Adopted 11/98)*

\_\_\_\_\_/\_\_\_\_\_  
\*Broker Participant – Please Print License #

\_\_\_\_\_  
\*Signature of Broker Participant

\_\_\_\_\_  
\*Firm Name

\_\_\_\_\_  
\* Date