



**REALTOR® ASSOCIATION**  
of Sarasota and Manatee  
*Reach Further.™*

**Sarasota Location**

2320 Cattlemen Road, Sarasota, FL 34232

**Bradenton Location**

2901 Manatee Ave W, Bradenton, FL 34205

**(941) 952-3400 Fax (941) 952-3401**

[www.MyRASM.com](http://www.MyRASM.com) email: [Membership@MyRASM.com](mailto:Membership@MyRASM.com)

## **BROKER/APPRAYER APPLICATION**

Thank you for applying to the REALTOR® Association of Sarasota and Manatee (RASM). All completed applications are processed within 72 business hours. \*Please review the required documentation listed below needed to process your membership application.

Payment is a requirement to process your membership application. RASM will collect your local, state & national dues upon processing your membership application.

If your brokerage is a member of the Stellar MLS system, you must also join Stellar MLS. Stellar MLS will reach out to you within 72 business hours of your membership approval with a link to view and pay your Stellar MLS membership fees.

Membership Fee Structure can be found on the next page.

Payment is required to activate your memberships. RASM's membership services department will notify you when your application has been processed. Once processed you will be sent an email with instructions on logging into your RASM Portal. Stellar MLS will email you separately with your MLS ID and link to activate your account and setup a password. A list of **required** RASM courses will also be included in this email.

For questions about the application or joining RASM, please email [Membership@MyRASM.com](mailto:Membership@MyRASM.com) or call 941-952-3400.

### **Requirements needed for processing a New Member Application**

- Florida Real Estate license must be active with the DBPR and your brokerage firm.
- Completed Membership Application & Stellar MLS forms.
- Payment
- A Letter of Good Standing from your current/previous Real Estate Association/Board if you are or have been active with another association in the last 12 months.

### **Membership Dues/Fees are Non-Refundable**

**RASM 2026 Member Dues Schedule**  
 Local, State & National (January - December 2026)  
 Stellar MLS (June 2025 - May 2026)

**Broker/Appraiser Application**

<b>Primary Membership Fees</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>**Nov</b>	<b>**Dec</b>
RASM Application Fee	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
RASM Office Setup Fee	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
RASM (local)	\$204.00	\$187.00	\$170.00	\$153.00	\$136.00	\$119.00	\$102.00	\$85.00	\$68.00	\$51.00	\$238.00	\$221.00
Florida Realtors (FR)	\$146.00	\$133.83	\$121.67	\$109.50	\$97.33	\$85.17	\$73.00	\$60.83	\$48.67	\$36.50	\$170.33	\$158.17
Florida Realtors Advocacy Dues	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$60.00	\$60.00
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
National Association of Realtors (NAR)	\$156.00	\$143.00	\$130.00	\$117.00	\$104.00	\$91.00	\$78.00	\$65.00	\$52.00	\$39.00	\$182.00	\$169.00
National Association of Realtors Assessment	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$90.00	\$90.00
MLS LSC Fee	\$40.00	\$32.00	\$24.00	\$16.00	\$8.00	\$96.00	\$88.00	\$80.00	\$72.00	\$64.00	\$56.00	\$48.00
^Voluntary RPAC Contribution	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
<b>Total Due w/Application</b>	<b>\$971.00</b>	<b>\$920.83</b>	<b>\$870.67</b>	<b>\$820.50</b>	<b>\$770.33</b>	<b>\$816.17</b>	<b>\$766.00</b>	<b>\$715.83</b>	<b>\$665.67</b>	<b>\$615.50</b>	<b>\$1,146.33</b>	<b>\$1,096.17</b>

**MLS Fees**

(collected by Stellar MLS Separately)	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>*Apr</b>	<b>*May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Stellar MLS	\$218.75	\$175.00	\$131.25	\$87.50	\$660.58	\$525.00	\$481.25	\$437.50	\$393.75	\$350.00	\$306.25	\$262.50
Stellar MLS Application Fee	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
<b>Total MLS Dues</b>	<b>\$518.75</b>	<b>\$475.00</b>	<b>\$431.25</b>	<b>\$387.50</b>	<b>\$960.58</b>	<b>\$825.00</b>	<b>\$781.25</b>	<b>\$737.50</b>	<b>\$693.75</b>	<b>\$650.00</b>	<b>\$606.25</b>	<b>\$562.50</b>

<b>Total Cost of Membership</b>	\$1,489.75	\$1,395.83	\$1,301.92	\$1,208.00	\$1,730.91	\$1,641.17	\$1,547.25	\$1,453.33	\$1,359.42	\$1,265.50	\$1,752.58	\$1,658.67
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**Secondary In-State Membership Fees\*\*\***

	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>**Nov</b>	<b>**Dec</b>
RASM Application Fee	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
RASM Office Setup Fee	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
RASM (local)	\$204.00	\$187.00	\$170.00	\$153.00	\$136.00	\$119.00	\$102.00	\$85.00	\$68.00	\$51.00	\$238.00	\$221.00
MLS LSC Fee	\$40.00	\$32.00	\$24.00	\$16.00	\$8.00	\$96.00	\$88.00	\$80.00	\$72.00	\$64.00	\$56.00	\$48.00
^Voluntary RPAC Contribution	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
<b>Total Due w/Application</b>	<b>\$564.00</b>	<b>\$539.00</b>	<b>\$514.00</b>	<b>\$489.00</b>	<b>\$464.00</b>	<b>\$535.00</b>	<b>\$510.00</b>	<b>\$485.00</b>	<b>\$460.00</b>	<b>\$435.00</b>	<b>\$614.00</b>	<b>\$589.00</b>

**Secondary Out - of-State Membership Fees \*\*\***

	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>**Nov</b>	<b>**Dec</b>
RASM Application Fee	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
RASM Office Setup Fee	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
RASM (local)	\$204.00	\$187.00	\$170.00	\$153.00	\$136.00	\$119.00	\$102.00	\$85.00	\$68.00	\$51.00	\$238.00	\$221.00
Florida Realtors (state)	\$146.00	\$133.83	\$121.67	\$109.50	\$97.33	\$85.17	\$73.00	\$60.83	\$48.67	\$36.50	\$195.33	\$185.67
Florida Realtors Advocacy Dues	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$60.00	\$60.00
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
MLS LSC Fee	\$40.00	\$32.00	\$24.00	\$16.00	\$8.00	\$96.00	\$88.00	\$80.00	\$72.00	\$64.00	\$56.00	\$48.00
^Voluntary RPAC Contribution	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
<b>Total Due w/Application</b>	<b>\$770.00</b>	<b>\$732.83</b>	<b>\$695.67</b>	<b>\$658.50</b>	<b>\$621.33</b>	<b>\$680.17</b>	<b>\$643.00</b>	<b>\$605.83</b>	<b>\$568.67</b>	<b>\$531.50</b>	<b>\$899.33</b>	<b>\$864.67</b>

>If you were a member of FR for the previous calendar year, FR reinstatement fee for current year will be \$206

>If you were a member of NAR for the previous calendar year, NAR reinstatement fee for current year will be \$201

> If you were a member of Stellar MLS for the previous billing cycle, Stellar MLS will charge a reinstatement fee. Please contact their office for billing questions

^FR PAC is voluntary, industry protection against harmful legislation/regulation. When paid, you will receive a Florida Realtors® Pin

\*Includes Pro-rated Stellar MLS Fees for April/May & Annual MLS fees from June to May

\*\*Includes Pro-Rated Association Fees for Nov & Dec and all Annual Association fees the next year

\*\*\*Please see MLS fee chart



# REALTOR® ASSOCIATION of Sarasota and Manatee

## Sarasota Location

2320 Cattlemen Road, Sarasota, FL 34232

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## Bradenton Location

2901 Manatee Ave W, Bradenton, FL 34205

## BROKER/APPRAYER APPLICATION

**TYPE:**  Primary Member-Realtor® Association of Sarasota and Manatee is primary board  
 Secondary Member-Primary board membership is with another Association

Primary members are those who pay their FR and NAR dues through RASM and whose principal broker also holds membership in RASM. Secondary membership is available only to REALTORS® whose Primary membership is in another Association. Secondary REALTORS® must provide a letter of good standing from their Primary Association stating they have paid the state and national dues for current year.

I hereby apply for membership in the REALTOR® Association of Sarasota and Manatee, in the category checked above and enclose my payment for the required dues and fees, which are **NOT refundable**. I agree that, if accepted for membership, I will pay the dues and fees as from time to time established. I agree as a condition of membership to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® (NAR), including the duty to arbitrate business disputes in accordance with the *Code of Ethics and Arbitration Manual* of NAR and the Constitution, Bylaws, and Rules and Regulations of RASM, the Florida REALTORS® (FR), and NAR. I further agree that my act of paying dues and fees shall evidence my initial and continuing commitment to abide by the Code of Ethics, Constitution, Bylaws, Rules and Regulations, and duty to arbitrate, all as from time to time amended.

I acknowledge that RASM will maintain a membership file of information which may be shared with other boards/associations where I subsequently seek membership. This file shall include previous applications for memberships: all final findings of Code of Ethics violations and violations of other membership duties within the past three years: pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties: incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to RASM or its MLS.

I acknowledge that if I subsequently resign from the Association or otherwise cause my membership to terminate with an ethics complaint pending, the Association 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. If I resign or otherwise cause membership to terminate, the duty to submit arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while I was a REALTOR®.

**Please PRINT or TYPE to ensure accuracy**

Name as Shown on License \_\_\_\_\_

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

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

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Home Fax # \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Sex \_\_\_\_\_

Nickname (will show in the MLS) \_\_\_\_\_

Your E-Mail \_\_\_\_\_

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

Office Address \_\_\_\_\_

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

Office Phone # \_\_\_\_\_ Office Fax # \_\_\_\_\_

Website(URL) \_\_\_\_\_

## Association Use Only

Member # \_\_\_\_\_

RASM Pswd \_\_\_\_\_

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

MLS Pswd \_\_\_\_\_

NRDS# \_\_\_\_\_

Office NRDS# \_\_\_\_\_

CK or MC or V or AmEx

Total Paid \_\_\_\_\_

License Type:  BK-Broker  SL-Salesperson  RD/RZ/RI-Certified Residential Appraiser (Trainee)

License # \_\_\_\_\_ License Expiration \_\_\_\_/\_\_\_\_/\_\_\_\_

Preferred Phone  (H) Home  (O) Office  (C) Cell

Preferred Fax  (H) Home  (O) Office

Preferred Mailing  (H) Home  (O) Office

RASM Magazine Delivery Method  (M) Mail  (E) Email/Electronic Copy (The Greener Choice)

How would you describe your firm:  Boutique (1-20 agents)  Corporate (21+ agents)

Foreign Languages Spoken \_\_\_\_\_

Are you presently a member of any other Association of REALTORS®?  Yes  No

If yes, name of Association and type of membership held: \_\_\_\_\_

Have you previously held membership in any other Association of REALTORS®?  Yes  No

If yes, name of Association and type of membership held: \_\_\_\_\_

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending?  Yes  No  
(If yes, provide details as an attachment.)

If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) # \_\_\_\_\_ and last date (year) of completion of NAR's Code of Ethics training requirement: \_\_\_\_\_.

Have you ever been refused membership in any other Association of REALTORS®?  Yes  No

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

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

If so, where: \_\_\_\_\_

Have you been found in violation of state real estate licensing regulations or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three years? If yes, provide details:

Have you been convicted of a felony or other crime? If yes, provide details: \_\_\_\_\_

By signing below, I consent that the REALTOR® Association of Sarasota and Manatee (local, state, national) and their subsidiaries, if any (e.g., Stellar MLS) 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 as part of my membership. I agree to hold harmless the Association of Realtors®, its staff and agents, for use of my email address(es) and phone number(s).

       *(Please Initial)* I understand that I will be granted provisional membership upon submission and processing of completed application. I further understand that if I fail to attend the mandatory courses in person, within 90 days, my membership will be terminated.

I hereby certify that all information supplied by me is correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
BROKER

**PRINT BROKER/DESIGNATED REALTOR® NAME**

Note: Dues payments to the REALTOR® Association of Sarasota and Manatee, are not tax deductible as charitable contributions. Portions of such payments may be deductible as ordinary and necessary business expenses. When a REALTOR® moves their real estate license from one Brokerage Firm to another Brokerage Firm you will incur an administration transfer fee.

**PAYMENT METHOD:**

Check # \_\_\_\_\_  MasterCard  Visa  AMEX

Card # \_\_\_\_\_ Exp. Date: \_\_\_\_ / \_\_\_\_ CVV \_\_\_\_\_

Type of Card:  Individual  Corporate

Total Paid or Charged to Credit Card \$ \_\_\_\_\_

Name (Exactly as printed on card): \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

Check here to remove \$20 FR PAC Assessment\* *(will not receive Florida Realtors® Pin)*

Association-Local, State & National dues are collected annually on Dec. 15<sup>th</sup>  
MLS fees are collected from Stellar MLS annually by May 15<sup>th</sup>

\*Contributions are not deductible for federal income tax purposes. Contributions are voluntary and will be used for political purposes. Contributions are not a condition of membership in the Association and a member may refuse to contribute without reprisal. Seventy percent of each contribution is provided to the Florida Realtors PAC in Florida to support state and local candidates and state and local issues. The balance is sent to the National Association of REALTORS® Political Action Committee and will be charged against your contribution limits prescribed by 52 U.S.C 301106, except in the case of Major Contributors of \$1,000 or more, in which case the balance is provided to the National Association of REALTORS® Political Advocacy Fund for use for federal political purposes.



## MEMBERSHIP FORM - BROKER

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

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

### OFFICE INFORMATION

New Office       Other \_\_\_\_\_

Office Name: \_\_\_\_\_

Office MLS#: \_\_\_\_\_ Office NRDS#: \_\_\_\_\_

Office Address: \_\_\_\_\_

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

Office Phone#: \_\_\_\_\_ Office Fax #: \_\_\_\_\_

Office E-Mail: \_\_\_\_\_ Office Website: \_\_\_\_\_

Office DBPR License#: \_\_\_\_\_ Main DBPR 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

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Preferred name to appear on your listings. \_\_\_\_\_

(Please note this will appear before your last name)

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please select your preferred phone from the following  Home  Mobile  Office

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

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

Subscriber Florida Real Estate License#: \_\_\_\_\_

Subscriber NRDS#: \_\_\_\_\_

Subscriber E-Mail: \_\_\_\_\_

Subscriber website: \_\_\_\_\_

### **New Members**

\*Password: **New Members** must use the **Activate Account** option and follow instructions for setting up their password. If you are an established member with MLS, you will use your existing user ID and password

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 Add/Edit Listings Class. 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 MLS FEES ARE NOT REFUNDABLE.** Initial \_\_\_\_\_

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



**Stellar MULTIPLE LISTING SERVICE**  
PARTICIPATION FEE/NEW OFFICE/ACTIVATION AGREEMENT  
**BROKER PARTICIPANT**

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

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

- Annual Participation Fee \$\_\_\_\_\_**
- New Member Setup \$ 150 (this fee will also apply for members reinstating after 1 full billing cycle)**
- New Company Processing Fee \$300 (this fee will also apply for brokers reinstating after 1 full billing cycle)**
- Member Reactivation Fee \$175 (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 Office/Company Name: \_\_\_\_\_ Office NRDS#: \_\_\_\_\_

Your Name: \_\_\_\_\_ Your NRDS #: \_\_\_\_\_

**Attention Subscriber:** MLS renewals occur in May each year. Emails are sent by Stellar MLS each April, and invoices can be accessed and paid through your Stellar Central account. Accounts not paid by stated deadlines result in late fees, account suspensions, and reinstatement fees. 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** \_\_\_\_\_ **Date** \_\_\_\_\_

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



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

### **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 \$250.00 plus an annual participation fee**. I will be assessed the participation fee, times the number of licensees employed by or affiliated with my office.

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® 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® principal or principals, of this or any other association, or a firm comprised of REALTOR® 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® 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.

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®, *Handbook on Multiple Listing Policy*. (Adopted 11/98)

Office Name \_\_\_\_\_ Date \_\_\_\_\_

Broker Participant (please print) \_\_\_\_\_

Broker Participant Signature \_\_\_\_\_

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

Revised 09/2022