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 email: Membership@MyRASM.com

BROKER/APPRAISER 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 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 2027)
Stellar MLS (June 2026 - May 2027)

Broker/Appraiser Application

Primary Membership Fees	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	**Nov	**Dec
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
Total Due w/Application	**$ 971.00**	**$ 920.83**	**$ 870.67**	**$ 820.50**	**$ 770.33**	**$ 816.17**	**$ 766.00**	**$ 715.83**	**$ 665.67**	**$ 615.50**	**$ 1,146.33**	**$ 1,096.17**

MLS Fees (collected by Stellar MLS Seperately)	Jan	Feb	Mar	*Apr	*May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Stellar MLS	$ 229.17	$ 183.33	$ 137.50	$ 87.50	$ 689.75	$ 550.00	$ 504.17	$ 458.33	$ 412.50	$ 366.67	$ 320.83	$ 275.00
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
Total MLS Dues	**$ 529.17**	**$ 483.33**	**$ 437.50**	**$ 387.50**	**$ 989.75**	**$ 850.00**	**$ 804.17**	**$ 758.33**	**$ 712.50**	**$ 666.67**	**$ 620.83**	**$ 575.00**

Total Cost of Membership	$ 1,500.17	$ 1,404.16	$ 1,308.17	$ 1,208.00	$ 1,760.08	$ 1,666.17	$ 1,570.17	$ 1,474.16	$ 1,378.17	$ 1,282.17	$ 1,767.16	$ 1,671.17

Secondary In-State Membership Fees* **	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	**Nov	**Dec
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
Total Due w/Application	**$ 564.00**	**$ 539.00**	**$ 514.00**	**$ 489.00**	**$ 464.00**	**$ 535.00**	**$ 510.00**	**$ 485.00**	**$ 460.00**	**$ 435.00**	**$ 614.00**	**$ 589.00**

Secondary Out - of-State Membership Fees * **	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	**Nov	**Dec
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	$ 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
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
Total Due w/Application	**$ 770.00**	**$ 732.83**	**$ 695.67**	**$ 658.50**	**$ 621.33**	**$ 680.17**	**$ 643.00**	**$ 605.83**	**$ 568.67**	**$ 531.50**	**$ 874.33**	**$ 837.17**

>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 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

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BROKER/APPRAISER 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. 15th
MLS fees are collected from Stellar MLS MLS annually by May 15th

**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** _____

Revised 09/2022

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*****

Revised 09/2022

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