



BROKER/APPRaiser APPLICATION Requirements for Membership Application Process

*Submit a completed and signed application

*Include method of payment (check, VISA or MasterCard)

App Rec'd	App. Fee	EABOR Dues	FR ¹ Dues	NAR ² Dues	FR ³ PAC	Stellar ⁴ MLS	Total
Jan 1/Jan 31	\$350.00	\$200.00	\$176.00	\$185.00	\$20.00	\$453.43	\$1,384.43
Feb 1/Feb 28	\$350.00	\$183.33	\$166.33	\$172.50	\$20.00	\$406.78	\$1,298.94
Mar 1/Mar 31	\$350.00	\$166.67	\$156.67	\$160.00	\$20.00	\$360.13	\$1,213.47
Apr 1/Apr 30	\$350.00	\$150.00	\$147.00	\$147.50	\$20.00	\$873.46 ⁵	\$1,907.96
May 1/May 1	\$350.00	\$133.33	\$137.33	\$135.00	\$20.00	\$826.81 ⁶	\$1,822.47
Jun 1/Jun 30	\$350.00	\$116.67	\$127.67	\$122.50	\$20.00	\$779.98	\$1,516.82
Jul 1/Jul 31	\$350.00	\$100.00	\$118.00	\$110.00	\$20.00	\$733.33	\$1,431.33
Aug 1/Aug 31	\$350.00	\$83.33	\$108.33	\$97.50	\$20.00	\$686.68	\$1,345.84
Sep 1/Sep 30	\$350.00	\$66.67	\$98.67	\$85.00	\$20.00	\$640.03	\$1,260.37
Oct 1/Oct 31	\$350.00	\$50.00	\$89.00	\$72.50	\$20.00	\$593.38	\$1,174.88
Nov 1/Nov 30	\$350.00	\$33.33	\$79.33	\$60.00	\$20.00	\$546.73	\$1,089.39
Dec 1/Dec 31	\$350.00	\$16.67	\$69.67	\$47.50	\$20.00	\$500.08	\$1,033.92

- To be a secondary REALTOR® member of EABOR, who is already a member of STELLAR MLS: Application fee, plus EABOR dues.
 - To be a secondary REALTOR® member of EABOR and STELLAR MLS: Application fee, EABOR dues, and STELLAR MLS fee.
 - If joining EABOR from out of state, applicant must pay FR state dues also.
 - A \$100 transfer application fee will be charged for current, active REALTORS® in the state of Florida.
 - A \$150 reinstatement fee will be charged if returning after 6 months, but within 1 year of termination date. If returning after 1 year, the full application fee of \$350 will be charged.
- \$50 annual fee to join EABOR's Education Club (5 classes for the price of 3, does not include NAR certifications/designations).

¹FR Dues includes \$30 processing fee and a \$30 Issues Advocacy Assessment.

²NAR Dues includes \$35 Public Awareness Campaign Assessment.

³FR PAC is voluntary.

⁴Stellar MLS Fees include a \$220 one-time activation fee.

⁵Stellar MLS Fees include 14-months of service.

⁶Stellar MLS Fees include 13-months of service.

REALTOR® DUES AND STELLAR MLS FEES ARE PRO-RATED AT TIME OF APPLICATION
******DUES AND FEES ARE NON-REFUNDABLE******
STELLAR MLS Dues begin a new year June 1st



MEMBERSHIP APPLICATION – BROKER/APPRaiser

www.inglewoodareaboardofrealtors.com

Email: info@eabor.net

TYPE: Primary Member - Englewood Area Board of REALTORS®, Inc. is primary board
Secondary Member - Primary board membership is with another Association

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

I hereby apply for REALTOR® membership in the Englewood Area Board of REALTOR®, Inc. (EABOR) 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 EABOR, 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.

My REALTOR® **application fee** will be returned to me in the event of non-election. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as Orientation, not be completed within the time frame established in the Board’s bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the Board’s Bylaws as a continued condition of membership.

I acknowledge that EABOR 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 other membership duties, incomplete or pending disciplinary measures, pending arbitration requests, and information related to unpaid arbitration awards or unpaid financial obligations to EABOR or its MLS.

I acknowledge that if I subsequently resign from the Board or otherwise cause my membership to terminate with an ethics complaint pending, the Board 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 _____	Nick Name _____
Home Address _____	Home Phone _____
City _____ State _____ Zip Code _____	Cell Phone _____
Your E-Mail _____	Home Fax # _____
Firm Name _____	Office Phone # _____
Office Address _____	Office Fax # _____
City _____ State _____ Zip Code _____	
Website (URL) _____	

License Type BK-Broker SL-Salesperson RD-Certified Residential Appraiser

License # _____ **License Expiration** _____

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

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

Preferred Mailing (H) Home (O) Office

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

If yes, name of Association and type of membership held: _____

Have you previously held membership in any other Association of REALTOR®? 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 REALTOR® 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 REALTOR®? 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 3 years? Yes No
(If yes, provide details as an attachment)

Have you been convicted of a felony or other crime? Yes No
(If yes, provide details as an attachment)

I understand and agree, as an individual affiliated with Stellar MLS, to abide by all Bylaws, Rules and Regulations, Reciprocal Agreements with other boards/associations and Lockbox vendors and other obligations of participation including payment of fees. I agree that MLS information may not be transmitted, retransmitted or provided in any manner or media to any individual, office or firm not authorized to have such access by Stellar MLS.

I acknowledge that any copyright and ownership interest in property images shall belong to the MLS and I agree MLS is licensed to reproduce, distribute and transform any image and place an MLS copyright legend on any images submitted by me.

By signing below, I consent that the REALTOR® Associations (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 Englewood Area Board of REALTORS®, Inc, its staff and agents, for dissemination of my email address(es) and facsimile number(s) to EABOR members.

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 classes, within 60 days, my membership will be terminated.

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Englewood Area Board of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. **DUES ARE NONREFUNDABLE.**

Signature _____ **Date** _____

Print Agent/Member Name: _____

Signature Broker/Designated REALTOR®: _____

**Board-Local, State & National dues are billed annually on November 1st.
MLS fees are billed from Stellar MLS annually on April 1st.**

Englewood Area Board of REALTORS®
Stellar MLS SERVICE
BROKER PARTICIPATION AGREEMENT

This agreement is made between the PARTICIPANT or SUBSCRIBER and Stellar MLS.

- Annual Participation Fee (see page one of application)
- Member Reactivation Fee \$150 (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 online 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 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/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.

SUBSCRIBER/COMPANY INFORMATION:

Your Name: _____ Real Estate License # _____
(Please Print)

Office/Company Name: _____
(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 NONREFUNDABLE. Initial _____

I agree to abide by the Multiple Listing Service Rules and Regulations of the Stellar MLS and to attend the mandatory MLS training within sixty days (60) of this application. I understand that if I do not attend mandatory training within sixty days (60) my fees will be forfeited, and I will be suspended from the Service. **Initial** _____

****SIGNATURE:** _____ **DATE:** _____

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

Primary Association/Board _____

**STELLAR MLS
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 MLS.

I understand that as the Participant, there is a **one-time application fee of \$215.00 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 MLS 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 Board 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.

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

_____ Real Estate License # _____
Broker Participant Name (Please Print)

Signature of Broker Participant

Firm Name

Date

1. Complete and sign the application forms.
2. License must be under an office license in DBPR **PRIOR** to your appointment for membership.
3. After submitting your application to info@eabor.net, call 941-474-6664 to set up an appointment to complete your membership. Appointments are not required, but, are suggested. Full payment is due at time of appointment. We accept Visa, MasterCard, Discover, or checks.
4. You are applying for two memberships – one with the Englewood Area Board of REALTORS® to become a REALTOR® member – the other is for access to the MLS with Stellar MLS. For exact dues and fees, please see the first page of your membership application or you may us at info@eabor.net, or call 941-474-6664.
5. Local, State & National annual dues/fees are billed annually by EABOR on November 1st.
6. STELLAR MLS annual fees are billed by STELLAR MLS on April 1st of each year, for the period of June 1st to May 31st of the following year.
7. Within 60 days of application, you MUST complete the following:
 - (a) NAR REALTOR® Code of Ethics online: <http://www.realtor.org/code-of-ethics/code-of-ethics-training-home>
 - (b) EABOR New Member Orientation – See EABOR Calendar - TIME: 8:30 – Noon
 - (c) STELLAR MLS required courses. To register, go to: <https://learn.stellarmls.com/>
 - (i) MLS Basic
 - (ii) MLS Compliance 101
 - (iii) MLS Adding & Editing Listings

DATES FOR CLASSES LISTED ON STELLAR MLS WEBSITE

8. MLS access will be available within 48 hours of your appointment with the Board.
9. MLS "Add & Edit" capabilities are not available until the mandatory STELLAR MLS classes have been completed – AND – your broker has given permission.

Supra key devices and lockboxes are an optional EABOR service that you may take advantage of. The annual renewal date is January 1st. Annual lockbox administrative fees are due within 30 days of invoicing. A late fee of \$25.00 will be imposed if not paid on time, and key device will be made inactive until invoice and late fee is paid. Please contact the EABOR office at 941-474-6664 for further information.

- (a) There is a one-time non-refundable Supra \$50 activation/issuance fee.
 - (b) Supra Active Key (display device): Annual lease fee: \$220.20
 - (c) Supra E-Key Basic (phone): Monthly lease fee: \$15.27 + tax (per month)
 - (d) Supra E-Key Professional (phone w/enhancements): Monthly lease fee: \$23.09 + tax (per month)
 - (e) Annual lockbox administrative fee: \$80.00 + tax = \$85.60
10. Dues and fees are subject to change.
 11. Failure to complete requirements will result in automatic termination with NO REFUNDS.