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

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

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

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

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

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

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

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

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

**CHECK LIST**

Are your realMLS dues and application fees attached?  Yes  No

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

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

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

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

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

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

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

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

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

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

**Indemnification.**

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

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

**Costs of Litigation.**

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

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

**Submission to Jurisdiction; Governing Law.**

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

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

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

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