



1105 Shady Lane • Kissimmee, FL 34744 • (407) 846-0117 • fax (407) 846-0217
www.osceolarealtors.org • e-mail: membership@osceola-realtors.com

2018 Association Dues

(Fiscal Year is January 1 - December 31)

Payment can be made by Visa, Master Card, AMEX, Discover and Check payable to **OSCAR**

New Member's prorated cost:

	2018		2018
January	\$785.00	July	\$547.50
February	\$745.41	August	\$507.92
March	\$705.83	September	\$468.33
April	\$666.25	October	\$428.75
May	\$626.67	November	\$389.16
June	\$587.08	December	\$349.59

Transfer/Secondary Member's prorated cost:

	2018		2018
January	\$454.00	July	\$334.50
February	\$434.08	August	\$314.58
March	\$414.17	September	\$294.67
April	\$394.25	October	\$274.75
May	\$374.33	November	\$254.83
June	\$354.42	December	\$234.92

2018 Annual REALTOR® Renewal Dues (due by December 31, 2018): \$555.00

2018 Annual Secondary REALTOR® Renewal Dues (due by December 31, 2018): \$254.00

New Member Dues/Fees include \$200 application fee, an annual \$15 local education fee, as well as pro-rated local, state, national dues, state processing and advocacy fees and national assessment fee. Orientation and MLS classes are mandatory within 90 & 60 days for New Members. Late payment of renewal dues after December 31, 2018 incurs a late fee of \$100.00. Prices are subject to change.

Mid Florida Regional MLS Participation Fees

Payment can be made by Visa, Master Card, AMEX & Discover and Check payable to **MFRMLS**

New Salesperson's prorated cost:

New Broker's prorated cost:

<u>\$90 set-up fee Fees & Setup</u>		<u>\$215 office set-up fee Fees & Setup</u>	
June	\$491.00		\$616.00
July	\$457.58		\$582.58
August	\$424.16		\$549.16
September	\$390.74		\$515.74
October	\$357.32		\$482.32
November	\$323.90		\$448.90
December	\$290.48		\$415.48
January	\$257.06		\$382.06
February	\$223.64		\$348.64
March	\$190.22		\$315.22
April	\$156.80		\$281.80
May	\$123.38		\$248.38

***MLS annual fees of \$401.00 are due May 15, 2018. You can pay your renewal fees on MFRMLS.com.**



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Date: _____

Application for **Designated REALTOR®** Membership

I hereby apply for REALTOR® **Primary** **Secondary** membership in the above named association, and enclose my payment in the amount of \$ _____, which I understand will be returned to me, less the application fee, in the event I am not accepted to membership.

Agent Name (as shown on DBPR License): _____

Agent Name to appear on MLS Roster: _____

Nick Name: _____ License number BK _____

Business Name: _____

Business Address: _____

Business Phone: _____ Business Fax: _____

Business Website: _____ Business E-mail: _____

(Principal Members Only) Firm DBPR License number: _____
Is this firm a: **Main Office** **Sole Proprietor** **DBA** **Partnership** **Branch Office** **Corporation**

Position with firm: **Principal or Partner** **Corporate Officer** **Employee** **Independent Contractor**

Home Address: _____

Preferred Mailing Address: **Home** **Office** Preferred Communication: **Email** **Mail**
Do you agree to receive text messages from OSCAR? **Yes** **No**

Home Phone: _____ Cell Phone: _____
(Indicate Cell Phone or Home Phone as your Agent Direct Number on the MLS)

Primary E-mail: _____

Male **Female** Birth Date (mm/dd/yy): _____ Birth Place: _____

Nationality: _____

Have you ever been a member of another board or association which is affiliated with the National Association of REALTORS® or have you held membership in another board or association since March 1998?

Yes No If "yes," name each association/board, type of membership, and dates of membership.

_____ NRDS #: _____

List any NAR designations or affiliations with NAR council, institute, or society: _____

Date you started in real estate: _____ Date first licensed in Florida: _____

How did you hear about us?: Google/Facebook ad Florida REALTORS Print Ads OSCAR Event or Class

Member MLS ID #: _____ Member NRDS #: _____
Company MLS ID #: _____ Company NRDS #: _____

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

If "yes", specify state and license number: _____

Has your real estate license, in this or any other state, been suspended or revoked? Yes No
If yes, attach explanation.

Do you know Sign Language: Yes No

Are there now any pending or unresolved ethics complaints or matters of arbitration, or have there been within the past 3 years, any complaints against you or the firm with which you have been associated before any state real estate regulatory agency or any other agency of government? Yes No If yes, attach explanation.

Real Estate Specialty: _____

Languages Spoken other than English: _____

Previous Profession and Educational background: _____

Public and charitable offices held: _____

LICENSE TYPES (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Real Estate Broker—one State | <input type="checkbox"/> Real Estate Salesperson—one State |
| <input type="checkbox"/> Real Estate Broker—more than one State | <input type="checkbox"/> Real Estate Salesperson—more than one State |
| <input type="checkbox"/> Appraiser (Real Estate) | <input type="checkbox"/> Other, please specify: _____ |

Association members and affiliates provide special information, discounts, and other offers to our members from time to time via e-mail. If you prefer NOT to receive these offers, check here:

I understand that I must complete an Orientation course; pay all required dues and fees at the time of application submission; and 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.

In the event my application is approved, I agree as a condition to membership to complete the Orientation of the Osceola County Association of REALTORS® and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the National Association of REALTORS®, including the duty to arbitrate business disputes in accordance with the *Code of Ethics and Arbitration Manual* of the Association and the constitution, bylaws, and rules and regulations of the above named Association, the Florida Association and the National Association. I further understand upon approval of membership, dues paid to the Osceola County Association of REALTORS® are non-refundable. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, constitution, bylaws, rules and regulations, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize the association, through its membership committee or otherwise, to invite and receive information and comment about me from any member or other person, and I agree that any information and comment furnished to the association by any member or other person in response to any such 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 acknowledge that the association 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 membership; all final findings of Code of Ethics violations and violations of other membership duties within the past three (3) 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 the association or its MLS.

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, 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. If I resign or otherwise cause membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while I was a REALTOR®.

Dues payments to the association are not tax deductible as charitable contributions. Portions of such payments may be tax deductible as ordinary and necessary business expenses.

I understand that by providing the fax number(s) and e-mail addresses in this application, I hereby consent to receive faxes and e-mail sent by or on behalf of the Osceola County Association of REALTORS®, and the RPAC.

I agree that, if accepted for membership in the Association, I will pay the fees and dues as from time to time established.

I agree to the attached addendum 1 of additional fees that may be applied during membership. Initial Here: _____

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, may be grounds for revocation of my membership, if granted.
(All applicants must sign or membership will be denied)

Signature: _____
(Applicant) (date)



MY FLORIDA REGIONAL MLS MEMBERSHIP FORM
BROKER/SALESPERSON

Primary Association/Board: _____ Date: _____

FIRM INFORMATION

New Firm Name Change Firm Address Chg Phone/Fax Chg 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: _____

Is this firm an: Individual DBA Partnership Corporation
State the names and title of all other principals, partners or corporate officers of your firm.

Name _____ Title _____

PARTICIPANT/SUBSCRIBER INFORMATION

New Agent New Broker Multi License Activate Transfer Reinstatement

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 #: _____

ACTIVATION INFORMATION

\$90.00 Activation Fee \$215.00 New Firm Processing Fee \$150.00 Member Reactivation Fee

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

PAYMENT TYPE (Credit Card account numbers appear on MFRMLS Activation Form)

CHECK# _____ CASH (OSCAR does not accept cash) VISA MC Disc Amex

I agree to abide by the Multiple Listing Service Rules and Regulations of the My Florida Regional Multiple Listing Service and to attend the mandatory MLXchange training within ninety days of this application. 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.

*SIGNATURE _____ Date _____



Primary Association/Board _____

MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE

PARTICIPATION FEE/NEW OFFICE/ACTIVATION AGREEMENT
BROKER PARTICIPANT/SUBSCRIBER

This agreement is made on _____, 20____ between the PARTICIPANT or Subscriber and My Florida Regional Multiple Listing Service...

- Annual Participation Fee \$ _____
- New Member Setup \$90
- New Company Processing Fee \$215
- Member Reactivation Fee \$150

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 \$5,000 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 MFRMLS system by an unauthorized person.**
- 2) **Permanent revocation of on-line access rights for the second instance.**

In compliance with MFRMLS 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 MFRMLS 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 MFRMLS 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.

** Use of information developed by or published by MFRMLS 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, SUBSCRIBER 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 MFRMLS, 5032 Goddard Ave, Orlando, FL 32804. 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.

**SIGNATURE: _____

SIGNATURE REQUIRED STATING YOU AGREE TO THE ABOVE TERMS



Primary Association/Board _____

**MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE
Participant Request to Participate**

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

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 My Florida Regional 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. 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 MFRMLS 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 MFRMLS is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are 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.

_____/_____
*Broker Participant - Please Print License #

*Signature of Broker Participant

*Firm Name

* Date



Primary Association/Board: _____ Date: _____

MY FLORIDA REGIONAL MULTIPLE LISTING SERVICE

PARTICIPATION FEE/NEW OFFICE/ACTIVATION AGREEMENT

PARTICIPANT/SUBSCRIBER PAYMENT AUTHORIZATION

Member Name: _____
First (please print) Last (please print)

Office Name: _____

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NOTE: MLS FEES OR PRO-RATED MLS FEES ARE NOT REFUNDABLE.

PLEASE CHOOSE ONE: MasterCard Visa AMEX Discover

Amount: \$ _____

CC# _____ CVV _____ / _____
Exp Date

Name On Credit Card (exactly as printed card): _____

Billing Address for Credit Card: _____

SIGNATURE: _____

*** Per Rules & Regulations, No refunds of participation fees will be issued.**

OFFICE USE ONLY

Member ID: _____

Breakdown on Fees: From _____ through _____
(Month/year) (Month/year)

LSC Fee: \$ _____ MFR Fee: \$ _____ Set up Fee: \$ _____ Reactivation Fee: \$ _____

Total: \$ _____



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Designated REALTORS® Liability for Non-Member Licensees

From the moment a licensee becomes active with a Designated REALTOR® (DR), that DR assumes liabilities regarding REALTOR® and MLS responsibilities.

Association dues are payable with fifteen (15) days after a licensed sales associate places their license with a Designated REALTOR®. REALTOR® dues will be prorated from the date of the DBPR 2050 form. If the licensee does not join, the DR member will be charged a non-member assessment fee of \$328.00 per fiscal year per non-member licensee. The Florida Association of REALTORS® (FAR) periodically audits and notifies local associations of non-members.

The Mid Florida Regional Multiple Listing Service (MFR MLS) does require licensee participation and non-compliance could result in fines of up to \$2,500 and/or suspension of DR and office MLS access.

Until the active licensee joins the Association, the Designated Realtor® can be held personally accountable for the non-member licensee ethical actions. Once the licensee joins, they are considered a provisional REALTOR® with full benefits and generally responsible for their own ethical actions. Membership is provisional until the licensee completes the Orientation and Code of Ethics course, then they are considered full members.

OSCAR's Orientation class is offered once a month, usually the first Wednesday of the month. New members are required to complete Orientation within 90 days of joining the Association or their provisional membership is terminated until a \$50 reinstatement fee is paid and Orientation rescheduled. MFR MLS policy also requires mandatory training within 90 days or MLS services are terminated. Upon payment of dues, new members will gain provisional access to FAR and NAR services or websites in approximately 2 to 3 weeks. MLS access is generally granted within ten (10) business days of payment.

Note: DRs, Broker/Owners and Office Managers can call OSCAR to verify completion of Orientation and/or dues payments for sales associates.

Signature of Designated REALTOR®: _____



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ANTITRUST POLICY STATEMENT

These policies and procedures apply to all membership, board, committee and other meetings sponsored by the Association, and to all meetings attended by representatives of the Osceola County Association of REALTORS®.

It is this Association's policy that a copy of this Antitrust Policy Statement be given to each officer, director, committee member, official representative of member companies, meeting attendees and Association employees at least annually and that the same be read, or understood, at all meetings of the membership of the Association.

It is this Association's policy that all meetings attended by representatives of the Association where discussion may border on an area of antitrust sensitivity, that the Association's representative request that the discussion be stopped and ask that the request be made a part of the minutes of the meeting being attended. If others continue such discussion, the Association's representative should excuse himself from the meeting and request that the minutes show that he left the meeting at that point and why he left. Any such instances should be reported immediately to the President and staff of the Association.

It shall be the policy of the Osceola County Association of REALTORS® to be in strict compliance with all Federal and State Antitrust laws, rules and regulations and to avoid even the appearance of unlawful action. Therefore:

- Discussions of commissions, price and price levels are prohibited.
- No discussion is permitted of any elements of an individual or company's operations which might influence price such as: cost of operations, supplies, labor or services; allowance for discounts; terms of sale, including credit arrangements; and profit margins and mark ups. (This limitation shall not extend to discussions of methods of operation, maintenance, and similar matters in which cost or efficiency is merely incidental.)
- It is a violation of Antitrust laws to agree not to compete, therefore discussions of division of territories or customer or limitations on the nature of business carried on or products sold are not permitted.
- Boycotts in any form are unlawful. Discussion relating to boycotts is prohibited, including discussions about blacklisting or unfavorable reports about particular individuals or companies' business practices or financial condition.
- Tying arrangements or such discussions are potential antitrust violations. Tying arrangements can occur when the sale of one good or service is conditional (tied) upon the sale of a second distinctive good or service.

Signature

Date



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Membership Application Addendum 1

Other OSCAR Fees that may apply to Members/Non-Members:

NSF Fee	\$25.00	OSCAR insufficient funds/returned checks fee.
Education Class-No Cancel/No Show	\$20.00	Call or email to cancel your class registration any time before class starts, to avoid this fee. Deny future class registrations until all prior no-show fees are paid in full.
OSCAR New Company application fee	\$200.00	Pay once per New Company (additional MLS New Company setup fees may apply as well).
Reinstatement/Late fee	\$100.00	For dues not paid by deadline, members who are inactivated, and to New Member Welcome/Code of Ethics 90 day violations.
Transfer Fee (OSCAR Broker to OSCAR Broker)	\$50.00	Not charged if you're moving to another Broker because your current Broker is closing the office.
Non-Member Education CE Class Fee	\$35.00	Minimum Fee (additional Fees may apply for specialty CE classes).

Signature: _____ (Applicant) _____ (date)



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Mandatory Classes Acknowledgment

- **Code of Ethics** You can take this training online at www.Realtor.org Class must be taken within 90 days of your application. Failure to complete this class will result in suspension and a reinstatement fee of \$100.00 is paid. (**must be taken before the New Member Welcome**)
- **New Member Welcome:** This training will be taken at the association. You will be schedule for this class once your application is completed. (If you miss the scheduled date, you will automatically be rescheduled.) Must be taken within 90 days of your application. Failure to complete this class will result in suspension and a reinstatement fee of \$100.00 is paid.
- **MLS Basic: This training** is mandatory within 60 days of your application. After 60 days, participation will be suspended until completion of training and a reinstatement fee of \$25.00 is paid.) You are responsible to contact the MLS at 407-960-5300 to schedule for this training. **Should you choose to take the training on-line at www.mfrmls.com it will be your responsibility to notify the Association**
- **MLS Compliance 101: This training** is mandatory within 60 days of your application. After 60 days, participation will be suspended until completion of training and a reinstatement fee of \$25.00 is paid.) **Please contact MLS for registration** at 407-960-5300. **Should you choose to take the training on-line at www.mfrmls.com it will be your responsibility to notify the Association**
- **MLS Adding & Modifying Listings: This training** is mandatory within 60 days of your application. After 60 days, participation will be suspended until completion of training and a reinstatement fee of \$25.00 is paid.) **Please contact MLS for registration** at 407-960-5300. **Should you choose to take the training on-line at www.mfrmls.com it will be your responsibility to notify the Association**

I have been given the information verbally and in writing regarding class reservations. I understand the reinstatement fees if I fail to complete the above mandatory classes within 90 and or 60 days (if applicable).

X _____
Signature

X _____
Date