



## Whole Office Participation for NY State MLS

The Following is an agreement between \_\_\_\_\_ and NY State MLS. The following agreement will last for the term of \_\_\_ months at the rate of \$\_\_\_\_\_ per month per office branch / office location / affiliated office directly under the Broker of Record's NY State BrokerLicense.

By signing this agreement, the office, broker of record, and all licensees agree to the NY State MLS member terms of use and the listing terms of use.

Visit [http://www.nystatemls.com/member\\_terms\\_and\\_conditions.html](http://www.nystatemls.com/member_terms_and_conditions.html) to view Members Terms of Use. Visit [http://www.nystatemls.com/listing\\_terms\\_and\\_conditions.html](http://www.nystatemls.com/listing_terms_and_conditions.html) to view Listings Terms of Use

### **Broker Information**

Brokerage Name \_\_\_\_\_

Brokerage Address \_\_\_\_\_  
Street City State Zip

Office Phone \_\_\_\_\_ FAX \_\_\_\_\_

### **Billing and Credit Card Information**

AMEX/MC/VISA/DISCOVER _____	Card Number _____
Expiration Date _____	3/4 Digit Security Code _____
Name on Card _____	
Address on Card _____	Phone _____
Monthly Billing Special	
(\$ _____ / Month)	Notes _____

### **Broker of Record Agreement to Terms**

Broker of Record Name _____	
Broker of Record Signature _____	Date (MM/DD/YYYY) _____
NY State Real Estate License Number _____	
License Expiration Date (MM/DD/YYYY) _____	

Please complete and mail *OR* fax to the above address/fax number to the attention of: Application Processing



## AGREEMENT:

**PARTICIPANT'S AGREEMENT:** -- Participant agrees that Participant and all members of Participant's firm who utilize the multiple listing service (the "Service") of State Listings, Inc. (the "Company") in any manner will comply with the Rules and Regulations and the policies of the Company and the Service as established or as amended from time to time, copies of which have been made available to Participant and are available at all times to Participant on the company's website. ([http://www.nystatemls.com/member\\_terms\\_and\\_conditions.html](http://www.nystatemls.com/member_terms_and_conditions.html))

**MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** -- The information, and data published or otherwise disseminated by the Company through the Service or through any Service compilation or publication are published or disseminated by the Company, without change by the Company, as that information is provided by the Participant, by any agent or member of Participant's firm or by an authorized third party (collectively, "Other Participants"). The Company and the Service do not, and have no obligation to, verify the accuracy or completeness of any of the information or data provided by Participant, by any agent or member of Participant's firm or by any Other Participant. The Company and the Service disclaim any responsibility for the accuracy or completeness of the Information. Participant agrees, on behalf of Participant's firm, that the firm shall indemnify and hold the Company and the Service, and all of their Directors, officers, employees and agents, harmless from and against any liability, damages, losses, costs or expenses arising from the inaccuracy or inadequacy of any of the Information provided by Participant or by any agent or member of Participant's firm.

**OWNERSHIP OF SERVICE COMPILATIONS, MLS PUBLICATIONS AND COPYRIGHTS:** -- By submitting or filing any property listing data or other Information to or with the Company or the Service (whether by Participant, by any agent or member of Participant's firm or by others), Participant represents and warrants, on Participant's own behalf and on behalf of Participant's firm, that the submitting or filing party, without the necessity of any further consent or approval, has been authorized to grant, and thereby irrevocably does grant, authority to the Company to include all or any portion of the property listing data and other Information in its copyrighted publications and Service compilations in any form, format or medium. Participant agrees, on behalf of Participant's firm, that the firm shall indemnify and hold the Company and the Service, and all of their Directors, officers, employees and agents, harmless from and against any liability, damages, losses, costs or expenses arising from any inaccuracy in the foregoing representation and warranty.

**OFFICE RESPONSIBILITY:** -- It is the responsibility of the Broker and office participants listed below to add and update listings in a timely manner. The broker and office participants agree to input properties to the NY State MLS database. If the broker wishes to have the listings delivered electronically to NY State MLS by a feed, that is the responsibility of the Broker and the Broker's IT Staff and will be at the sole expense of the Broker.

**INTERNET AND ADVERTISING AUTHORIZATION:** -- The Broker participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm and agents and members of Participant's firm, that, the Company and the Service may distribute listings to Realtor.com. Listings may be omitted on a per listing basis.



601 Heritage Drive, Suite 450 | Jupiter, FL 33458

**RECONFIRMATION OF STATUS:** -- By submitting or filing any property listing data or other Information to or with the Company or the Service (whether by Participant, by any agent or member of Participant's firm or by others), Participant thereby represents and warrants, on Participant's own behalf and on behalf of Participant's firm, that Participant and any individual agent or member of Participant's firm, other than Participant, who will be the listing broker for the listed property (i) holds a current, valid New York real estate broker's license, (ii) is actively engaged, or in good faith holds itself out to be engaged, for others and for compensation, in the real estate profession and (iii) otherwise satisfies all of the requirements for participation in the Service that are contained in the Company's Rules and Regulations as then in effect.

**OFFICE SIZE:** -- Monthly office pricing is locked in for Length of this contract unless otherwise agreed upon. During that that time, the participating office may add or remove members. The size of the office will be evaluated on at the end of the agreed term to determine if new pricing is required.

**Office Members**

Please include all of the required information for office licensee including the broker of record. The following information will be used to create NY State MLS accounts for each individual. (For additional members, photocopy the following page and attach to this contract.) Office roster can also be provided electronically by your IT provider.

Broker Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
License Number: \_\_\_\_\_ License Type: \_\_\_\_\_  
Office Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
License Number: \_\_\_\_\_ License Type: \_\_\_\_\_  
Office Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_  
Signature: \_\_\_\_\_

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