



601 Heritage Drive, Suite 450 | Jupiter, FL 33458

Managing Broker Participation Form

By initialing below, I agree that my firm and licensees under my state license have permission to join the NY State MLS and that I have read and I agree to the attached agreement form as well as the member terms of use and listing terms of use posted on NYStatemls.com, and its related websites. All listings submitted to the MLS will comply with the rules and regulations of the MLS, and conform to fair housing laws.

Additionally, I certify that I will be the Participant of the MLS on behalf of my Firm and agree to the member terms and use. This agreement is inclusive participation agreement for both NY State MLS and the MLS Member Terms of Use are found at this link:

http://www.NYstatemls.com/member_Terms_and_Conditions.html

Initial _____

Managing Broker Participation Form

First Name _____ Last Name _____

Brokerage Name _____

Brokerage Address _____

Street

City

State

Zip

Office

Mobile

Phone _____ Phone _____ FAX _____

E-mail _____ Agent Website _____

| | |
|--|-------------------------|
| Signature _____ | Date (MM/DD/YYYY) _____ |
| State Real Estate Agent 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)

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.

INTERNET AND ADVERTISING AUTHORIZATION: -- Participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm and agents and members of Participants firm, that, the Company and the Service may distribute listings to Realtor.com, Zillow, Trulia, Homes.com, HomeFinder.com, and through Listhub Syndication. Listings may also be submitted to the My StateMLS IDX. Listings entered into My State MLS will also appear on My State MLS. Listings may be omitted on a per listing basis. Participant hereby agrees, on Participant's own behalf and on behalf of Participant's firm and agents and members of Participants firm, that, agents may display My StateMLS IDX listings on personal business websites.



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 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.

Broker Initial _____