



# Jersey Shore Multiple Listing Service

271 Lakehurst Rd., Toms River, NJ 08755

TEL. (732) 244-8111

FAX (732) 244-8390

## Agent/Licensee Subscription Agreement

Licensee Name: \_\_\_\_\_

Licensee Home Address: \_\_\_\_\_

City, ST ZIP: \_\_\_\_\_

Licensee Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Licensee E-mail: \_\_\_\_\_

Primary REALTOR® Board or MLS Subscription: \_\_\_\_\_

AND, \_\_\_\_\_, **Responsible Party**

**FOR** (company): \_\_\_\_\_

(address): \_\_\_\_\_

(City, ST ZIP) \_\_\_\_\_

For Board Use Only

User NRDS ID:	User License #:	User MLS Login:
User OCBR ID:	Emp Ref Num:	User Matrix MUI:

**DO ATTEST** as a condition of access to the Jersey Shore MLS (JSMLS), that the licensee, named above, shall abide by all Rules and other obligations of participation including payment of fees. We further agree to be bound by the obligation to arbitrate contractual disputes with other Participants in accordance with the established procedures of the board/association. We understand that a violation of the Rules and regulations arising from activities of the named licensee, may result in termination of MLS privileges both to the individual and the agency, and that an administrative processing fee which may be in addition to any discipline, including fines, may be imposed. In the event of non-payment of fees by the licensee, the Responsible Party acknowledges responsibility for any delinquent fees, fines and penalties. **All annual fees/dues per the By-Laws of the Ocean County Board of REALTORS® are Non-Refundable.**

### Intellectual Property Ownership:

- a) Subscriber acknowledges and agrees that the Jersey Shore MLS (JSMLS) Database, and all copies, modifications, enhancements and derivative works of the JSMLS database, are the property of the JSMLS, and all right, title, and interest in and to the JSMLS Database, together with all copies, modifications, enhancements and derivative works, including copyright and other intellectual property rights are and shall remain with the JSMLS, Subscriber hereby irrevocably assigns to the JSMLS any and all rights which it may have or acquire in and to the JSMLS Database.
- b) Subscriber acknowledges and agrees that the Listing Content, and all copies, modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential, original works of authorship of JSMLS, or have been assigned or licensed to MLS, and are protected under United States copyright, trademark, and trade secret laws of general applicability. Subscriber acknowledges and agrees that all right, title, and interest in and to the Listing Content, together with all copies, modifications, enhancements and derivative works, including all copyright and other intellectual property rights are and shall remain with JSMLS or its licensors. Subscriber hereby irrevocably assigns to JSMLS any and all rights not assigned to Participant which it may have or acquire in and to the Listing Content. Nothing in this agreement or the Rules and regulations shall be deemed to convey to Subscriber an interest in or to the JSMLS Database or Listing Content, but only limited right of access and use, revocable in accordance to the terms of this agreement.

- c) Subscriber agrees not to challenge JSMLS's rights in and to the Listing Content or the JSMLS Database or to take any action inconsistent with the provisions of this agreement. Subscriber agrees to take all action and execute and deliver to JSMLS all documents requested by JSMLS in connection with the copyright application and registration of the Listing Content and JSMLS Database.
- d) Without limiting the generality of this section, Subscriber acknowledges and agrees that JSMLS may license, or otherwise grant rights in or to the JSMLS Database or any or all of the Listings included in the JSMLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by JSMLS, unless otherwise limited by a separate agreement between JSMLS and the applicable broker/ brokerage firm or by the Rules and regulations.

\_\_\_\_\_  
Responsible Party Signature:

\_\_\_\_\_  
Licensee Signature:

\_\_\_\_\_  
Date:

Schedule of Fees for Fiscal Billing ending June, 2017:  
Pro-rated quarterly:

Enroll Date	2016		2017	
	Jul - Sep	Oct - Dec	Jan - Mar	Apr - Jun
If Pay By Cash/ Check	225.00	168.75	112.50	56.25
<b>As of April 24<sup>th</sup>, 2015, the Bank imposed 4% processing fee was added to all credit card payments.</b>				
If Pay By Credit Card	234.00	175.50	117.00	58.50

**MAKE CHECKS PAYABLE TO OCEAN COUNTY BOARD OF REALTORS®**

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Amount: \$ \_\_\_\_\_

Method of payment: [ ] Cash [ ] Check [ ] M/C\* [ ] VISA\* [ ] AMEX\*

Account No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

CCV# \_\_\_\_\_

Name as it Appears on the Account/Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_