



Jersey Shore Multiple Listing Service
271 Lakehurst Rd., Toms River, NJ 08755

TEL. (732) 244-8111
FAX (732) 244-8390

Non-REALTOR Office Participation Agreement

To Be Completed by Broker of Record or Manager

The undersigned does hereby apply for active participation in the **Jersey Shore Multiple Listing Service**, and subscribe to the Rules and Regulations of the Service, including the obligation to arbitrate contractual disputes in accordance with the established procedures of the board/association, accepting and agreeing to be subject to the Rules and Regulations as existing, or as they may hereafter be amended.

Firm Name: _____

Business Address: _____

City, State Zip: _____

Office Phone: _____ FAX: _____

Web URL: _____

Name of Broker/Manager: _____

Home Address: _____

City State ZIP: _____

Home Phone: _____ Cell Phone: _____

Primary REALTOR® Board or MLS Membership: _____

Broker License #: _____ E-mail: _____

Staff Use Only

Office NRDS ID:	Office OCBR ID:	Office MLS ID:
Broker NRDS ID:	Broker MLSID/ Matrix MUI:	Broker MLS Login:

Guarantee of Participation (Real Estate Brokerage, US Dept. of Justice):

I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the MLS and/ or accept offers of cooperation and compensation made by other Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

Intellectual Property Ownership:

- a) Participant 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, Participant hereby irrevocably assigns to the JSMLS any and all rights which it may have or acquire in and to the JSMLS Database.
- b) Participant hereby grants to the JSMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, 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. Such license shall be deemed granted of the moment of creation without the necessity of any further action on the part of either party. Participant represents and warrants to the JSMLS with respect to the listing Content for each of Participant's Listings that the listing Content, and the license of rights in and to the Listing Content to JSMLS, do not infringe or violate any copyrights, trade secrets or other intellectual property rights of any third party.

