



# Jersey Shore Multiple Listing Service

271 Lakehurst Rd., Toms River, NJ 08755

TEL. (732) 244-8111

FAX (732) 244-8390

## Agency/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:

**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.**

### 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

