



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.

- c) Participant agrees not to challenge JSMLS's rights in and to the JSMLS database or to take any action inconsistent with the license granted to the listing Content under this Agreement. Participant agrees to take all action and execute and deliver to the JSMLS all documents required by JSMLS in connection with the license granted to the JSMLS in and to the Listing Content. Participant further 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 JSMLS Database.
- d) Participant shall indemnify JSMLS against all damages. Costs, liabilities, including reasonable attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party. **PARTICIPANT ACKNOWLEDGES THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT MUST OBTAIN ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING SALES LICENSEES AND SELLERS AS NECESSARY FOR PARTICIPANT TO LICENSE THE LISTING CONTENT TO JSMLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT. IF PARTICIPANT FAILS TO DO SO, PARTICIPANT WILL ASSUME AND REIMBURSE JSMLS FOR THE COST OF DEFENDING JSMLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON SUCH CLAIMS.**
- e) Without limiting the generality of this section, but subject to the rights of participants in the JSMLS to opt out of participation with respect to Listings submitted by such participant as set forth in the Rules and regulations, Participant acknowledges and agrees that JSMLS may use and 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 or by the Rules and Regulations.

I authorize or do not authorize receiving official email, text messages, and faxes from the OCBR. (Please check accordingly)

Signature of Applicant: _____ Date: _____

Schedule of Fees for fiscal billing ending June 30, 2018:

Go to the column for the month in which you are enrolling, and then read down to the TOTAL line. This is what you owe for the remainder of the full billing year. Copy that figure to the Amount Enclosed line.					
Paying By Cash/ Check use this top table.					
		Jul - Sep	Oct - Dec	Jan - Mar	Apr - Jun
	Non-REALTOR® Office Participation	750.00	750.00	375.00	375.00
	Individual User License (for broker/ Manager)	225.00	168.75	112.50	56.25
	Paying by Cash/ Check TOTAL	975.00	918.75	487.50	431.25
*As of April 24 th , 2015, the Bank imposed 4% processing fee was added to all credit card payments.					
Paying By Credit Card use this bottom table.					
		Jul – Sep	Oct – Dec	Jan – Mar	Apr - Jun
	Non-REALTOR® Office Participation	780.00	780.00	390.00	390.00
	Individual User License (for broker/ Manager)	234.00	175.50	117.00	58.50
	Paying by Credit Card TOTAL	1,014.00	955.50	507.00	448.50

The annual or pro rated participant fee must accompany this application.
MAKE CHECKS PAYABLE TO: OCEAN COUNTY BOARD OF REALTORS®

Amount Enclosed: \$ _____

Method of payment: Cash Check AMEX* Discover* M/C*
 VISA*

Account No: _____ Exp. Date: _____

CCV #: _____

Name as it appears on the Account/Card: _____

Billing Address: _____

City, State ZIP: _____