Marco Island Area Association of REALTORS®

140 Waterway Dr. | Marco Island, FL 34145 | www.MarcoRealtor.com | 239-394-5616

APPLICATION FOR REALTOR® MEMBERSHIP

To the Marco Island Area Association of REALTORS®, I hereby apply for REALTOR® Membership in the above-named Association and am submitting payment in the amount of **$ 250.00 for a one-time application fee and $ _____* for my Dues payable to Marco Island Area Association of REALTORS®.** My application fee and 2026 dues will not be returned to me in the event of non-election. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate (or to mediate if required by the association) and the Constitution, Bylaws and Rules and Regulations of the above-named Association, the State Association, and the National Association. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the time frame established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

NOTE: *Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Board or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicants resign or otherwise causes membership to terminate, the duty to submit to arbitration (or to mediate if required by the association) continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.*

I hereby submit the following information for your consideration:

Name:_____

Real Estate License #_____ Expiration Date:_____

Licensed/Certified Appraiser: [☐] Yes [☐] No Appraisal License #_____

Office Name: _____

Office Address: _____ Zip:_____

Phone: _____ Fax:_____

Residence Address: _____ Zip:_____

Phone:_____ Fax:_____ Cell Phone:_____

Preferred Email _____

Preferred Phone: [☐] Home [☐] Office [☐] Cell

Preferred Mailing: [☐] Home [☐] Office

Are you presently a member of any other Association of REALTORS®? [☐] Yes [☐] No

If yes, name of Association:_____

Have you previously held membership in any other Association of REALTORS®? [☐] Yes [☐] No

If yes, name of Association:_____

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? [☐] Yes [☐] No (If yes, provide details as an attachment.)

If you are now or have ever been a REALTOR®, indicate your NAR membership **(NRDS) #:**_____ and last date (year) of completion of NAR's Code of Ethics training requirement: _____

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established. No refunds.

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Dated: _____ **Signature**: _____

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APPLICATION FEES AND DUES

*** Amount shown is prorated according to month joining.**

MIAAOR, NAR & FR Dues & Marco Multi List Quarterly MLS Fees

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Application Fee	500.00	500.00	500.00	500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
FR Processing Fee	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
MIAAOR Local Dues	383.00	351.08	319.17	287.25	255.33	223.42	191.50	159.58	127.67	95.75	63.83	31.92
(1) FR Dues	176.00	163.83	151.67	139.50	127.33	115.17	103.00	90.83	78.67	66.50	54.33	42.17
(2) NAR Dues	201.00	188.00	175.00	162.00	149.00	136.00	123.00	110.00	97.00	84.00	71.00	58.00
MLS Fees	90.00	60.00	30.00	90.00	60.00	30.00	90.00	60.00	30.00	90.00	60.00	30.00
Sub TOTAL	1380.00	1292.92	1205.83	1208.75	871.66	784.59	787.50	700.41	613.34	616.25	529.16	442.09
(3) **Voluntary FR PAC**	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
(4) Voluntary Disaster Relief	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**	**25.00**
TOTAL MEMBERSHIP	1435.00	1347.92	1260.83	1263.75	926.66	839.59	842.50	755.41	668.34	671.25	584.16	497.09

**** Subject to change without notice.***

(1) FR Annual dues are $146.00 plus a $30.00 Assessment and $30.00 Issues Advocacy Assessment that are not prorated.
(2) NAR Annual Dues are $156.00 plus a $45.00 Assessment that is not prorated.
(3) Florida Realtors® PAC (Political Action Committee) contributions are voluntary.
(4) Disaster Relief Contributions are voluntary.

I understand that an Application Fee in the amount of $250.00, a $30.00 Florida Association of Realtors® (FR) processing fee, Annual Dues (Local, State and National) and Marco Multi List quarterly MLS Fees pro-rated monthly are to be submitted with this application. I also consent that the Association, through its Chief Executive Officer, or otherwise, may invite and receive comment and that the information furnished to the Association by any person in response to the invitation, shall be conclusively deemed to be privileged, and not form the basis of any action of slander, libel, or defamation of character.

NOTE:
Application Fees and Dues Payments to the Marco Island Area Association of Realtors® are not deductible as charitable contributions for Federal Income Tax purposes. Payments may, however, be deductible as an ordinary and necessary business expense.

To access our MLS, go to www.marcorealtor.com. Your log on is your license number (without SL or BK) and a temporary password.

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All information in the MLS is the exclusive copyrighted property of Marco Multi List, Inc. It may not be reproduced, transferred, or used in any manner not specifically authorized by Marco Multi List, Inc.

ORIENTATION AND INDUCTION:

1. Attendance at the Orientation Program and the Induction Ceremony are **mandatory** for membership.
2. Orientation is held in the Association's Marv Needles's Conference Center, 140 Waterway Drive on the dates listed below. **The Association will confirm in writing to you the next scheduled Orientation. It is your responsibility to notify the Association office prior to attending the course.** The Induction will take place after completion of the Orientation Program

2026 Orientation Schedule 8:45 am – 2:15 pm (breakfast & lunch provided)
February 10 June 09 August 04 October 06

2026 NAR Ethics & Business Practice - 9:00 am – 12:00 pm (breakfast provided)
February 12 June 10 August 05 October 07

2026 Fair Housing – 1:00 pm – 3:00 pm (lunch or refreshments provided)
February 12 June 10 August 05 October 07

2026 Basic MLS Training Classes are 9:00 am – 11:30 am (breakfast provided)
February 11 April 09 June 11 August 06
October 08

Failure to complete the application process*within two (2) consecutive offerings of the scheduled dates after joining MIAAOR shall make this application null and void, all dues and application fee are non-refundable.

Application Process = complete application with payment, orientation, Code of Ethics and Fair Housing training, MLS training class and induction

CHECK LIST:

☐ *Completed application form, with Designated Realtor (Broker) endorsement*
☐ ***Check*** or credit card for total amount due - ***If paying by check 2 checks are required MIAAOR dues are payable to MIAAOR and MLS fees are payable to Marco Multi List***
☐ *Copies of current individual and business real estate licenses*
☐ *Member in Good Standing Letter if presently or previously a member of another Board*

Completed application may be emailed to fabiorellana@marcorealtor.com MLS/Office Coordinator.

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Designated REALTOR® Endorsement

_____ (insert name of applicant) will be supervised by me to assure compliance with the requirements of the Marco Island Area Association of REALTORS®, Inc. The Licensee shall adhere to the Code of Ethics of the National Association of REALTORS®.

DATE _____

SIGNED by Broker _____

_____
PRINT OR TYPED NAME OF DESIGNATED REALTOR® (Broker)

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Florida Realtors®
2026 DUES BILLING DISCLOSURES

To comply with applicable tax rules and regulations and to comply with USPS second class postage permit requirements for *Florida Realtor®* and *NAR's Realtor® magazines*, it is necessary for Associations/Boards to include the following disclosures on their **2026** Member Dues Billings.

1. With state dues at $176 per member, **Florida Realtors® computes 29% or $43** to be nondeductible for the member's income tax purposes due to Florida Realtors® lobbying efforts. Please note that $30 assessment is a mandatory, non-pro-ratable fee for the advocacy fund.

2. With National dues at $156 per member, **National Association of Realtors®** computes **35% or $55** to be nondeductible for the member's income tax purposes due to NAR lobbying efforts. Please note that the entire $45 Consumer Advertising Campaign special assessment qualifies as fully deductible.

3. Contributions to RPAC are not deductible for federal income tax purposes. Contributions are voluntary and are used for political purposes. The amounts indicated are merely guidelines and you may contribute more or less than the suggested amounts. The National Association of REALTORS® and its state and local associations will not favor or disadvantage any member because of the amount contributed or the decision not to contribute. You may refuse to contribute without reprisal. 70% of each contribution is allocated to your state or local PAC efforts to support state and local political candidates; 30% is sent to National RPAC to support federal candidates and is charged against your limits under 52 U.S.C. 30116. 30% Contributions received from corporate entities shall be forwarded to the National Association of REALTORS® Political Advocacy Fund.

4. Dues include a $5.00 allocation to *Florida Realtor® Magazine* and a $0.61 allocation to NAR's *Realtor® Magazine*.

5. Payments to the Association/Board of Realtors® are <u>not</u> deductible as charitable contributions. Such payments may, however, be deductible as ordinary and necessary business expenses.

Marco Multi/List, Inc. Subscriber Agreement

This agreement is a binding contract and includes terms limiting your legal rights and MLS's liability to you. Consult your attorney before signing if you do not understand any of the terms here.

This "Agreement" is made between Marco Multi/List, Inc. ("MLS") with offices at 140 Waterway Drive Marco Island, FL 34145, and you ("You" or "Subscriber"). Subscriber agrees to the following terms & conditions:

DEFINITIONS AND USAGE

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below.

MLS Affiliates: MLS Affiliates means MLS and its officers, directors, employees, agents, representatives, licensors, and shareholders.

MLS Database: All data available to Subscriber on the MLS System, including the Subscriber Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

MLS Policies: MLS's then current bylaws, rules and regulations, and policies and procedures promulgated by MLS, as MLS amends them from time to time.

MLS Service: The services MLS provides to Subscriber under this Agreement and similar services MLS provides to third parties under similar agreements, including any access or license to the MLS Software, the MLS Database, and the MLS System.

MLS Software: MLS's proprietary web browser interface(s) to the MLS System.

MLS System: The aggregate of all hardware, software, and data connection systems that MLS maintains, or that MLS contractors maintain on its behalf, in order to make access to the MLS Database available to Subscriber.

Other Participants and Subscribers: All participants, subscribers, and users of MLS not party to this Agreement, including solely for purposes of this Agreement, Participants' employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

Participant: Together, the brokerage or appraisal company and the principal broker or appraiser manager that supervise Subscriber's real estate activities, on whose behalf Subscriber conducts those real estate activities, and who have executed a Participant Agreement with MLS.

Saved Information: Information that Subscriber stores in the MLS System for his/her own later use that is not intended by him/her to be available to MLS's Other Participants and Subscribers, including client prospect and contact information.

Schedule of Fees: MLS's document that establishes the fees for MLS Service.

Subscriber Compilation Contribution or "SCC." All selection, coordination, and arrangement by Subscriber of listing information submitted, contributed, or input in the MLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the MLS System. SCC does not include original text or photographs.

Subscriber Contribution: All data that the Subscriber submits, contributes, or inputs in the MLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the SCC.

2. **Usage**. The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and common law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

MLS'S OBLIGATIONS

3. MLS shall provide one unique user ID and password to Subscriber. The user ID and password will provide Subscriber access to all data and functions in the MLS Service to which Subscriber is entitled under the MLS Policies. MLS may require Subscriber to change Subscriber's password at any time. MLS makes no warranties, however, that the MLS Service will be available at all times. MLS may use a third party contractor, determined in MLS's sole discretion, to facilitate its responsibilities under this Agreement.

SUBSCRIBER ACKNOWLEDGMENTS

4. **Modifications to service**. MLS may, but is not required to, modify the MLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the MLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control**. MLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the MLS Database or the Subscriber Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, MLS may take any steps necessary in its judgment, including deleting the Subscriber Contribution or portions thereof, to avoid or remedy any violation of law, breach of the MLS Policies or infringement of intellectual property right. Additionally, MLS shall have the right to alter and/or remove metadata and copyright management information contained in the Subscriber Contribution.

6. **Conditions of service**. Subscriber must be affiliated with Participant at all times during the term of this Agreement. Subscriber may enter and retrieve active listing information on the MLS Service only if Participant meets the qualifications in the MLS Policies. Subscriber will comply at all times with (a) the MLS Policies, and (b) all applicable laws, statutes, ordinances and regulations in performance of their obligations under this Agreement, including the Fair Housing Act (42 U.S.C. §3601 et. seq.) and the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.).

7. **Saved Information**. Saved Information may not always be available to Subscriber and may become available to unauthorized persons. MLS is not liable for unauthorized access to or loss of Saved Information. Subscriber is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties**. MLS reserves the right to distribute to third parties certain information about Subscriber, including Subscriber's name and business address, phone number and email address. MLS reserves the right to distribute to third parties aggregated information about Subscriber's, Participant's and Other Participants' and Subscribers' use of the MLS Service, but not about Participant's or Subscriber's use specifically.

9. **Disclosure to government**. Subscriber acknowledges that MLS may provide government agencies access to the MLS Service at any time in MLS's sole discretion.

10. **Priority of agreements**. Subscriber's access to the MLS Service is subject at all times to the limitations set out in the MLS Policies and the Participant Agreement between MLS and Participant. In the event of an apparent conflict between those documents and this Agreement, Subscriber's obligations and rights shall be determined, in order of precedence, by the MLS Policies, the Participant Agreement between MLS and Participant, and by this Agreement.

11. **IDX and VOW data access subject to separate agreement; third party TOU**. Subscriber acknowledges that access to MLS's IDX or VOW database and data feeds can occur only upon execution of a separate written agreement between MLS and Subscriber, as applicable. Subscriber acknowledges that access to third-party software offered via MLS Service may be subject to separate third-party terms of use ("Other TOUs"). For the avoidance of doubt, Subscriber shall be subject to the terms and conditions of this Agreement as well as any Other TOUs for those products and services to which they apply.

SUBSCRIBER'S OBLIGATIONS

12. **Use limited; Compensation Disclaimer**. Subscriber shall use the MLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate strictly as permitted by the MLS Policies. Except as expressly provided in this Agreement and the MLS Policies, Subscriber shall not copy, create derivative works of, distribute, perform, or display the MLS Service or any part of it. Subscriber acknowledges the following statements and may not communicate with any consumer in any manner that contradicts any of the following statements or brings them into doubt:

(a) A broker's compensation and fees for services are not set by law and are fully negotiable.

(b) A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

(c) The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and/or seller, and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker and/or seller.

13. **Confidentiality**. Subscriber shall maintain the confidentiality of its user ID and password and the MLS Database and not provide its user ID and password to any third party. To maintain the confidentiality of all user IDs, passwords, the MLS Database, and the MLS System, Subscriber shall take the greater of reasonable care or the care it takes to protect its own confidential information. Subscriber shall not make any user IDs, passwords, the MLS Database, or the MLS System available to any third party, including without limitation affiliates, franchisors, subsidiaries, or Other Participants and Subscribers, unless expressly authorized to do so under this Agreement or the MLS Policies. Failure to comply with this provision will result in a significant fine, as set forth in the MLS Policies. Subscriber may disclose confidential information under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, Subscriber first gives reasonable notice to MLS to permit MLS to seek a protective order.

14. **Equipment**. Subscriber shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the MLS Software, necessary for Subscriber's use of the MLS Service.

15. **Subscriber Contribution**. When making a Subscriber Contribution to the MLS Service, Subscriber warrants that the information submitted complies with all applicable laws, statutes, ordinances and regulations and the MLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Subscriber warrants that the Subscriber Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation, or proceeding pending or threatened with respect to the Subscriber Contribution.

INTELLECTUAL PROPERTY

16. **Subscriber assignment or license**. Depending on the election Participant has made in Section 21 of the Participant Agreement between Participant and MLS, the following shall apply:

(a) If Participant has selected Option I, Subscriber hereby unconditionally assigns to MLS all right, title and interest in the Subscriber Contribution, including, without any limitation, any copyrights therein under U.S. and international copyright law. To the extent that Subscriber has also purported to assign its interests in the Subscriber Contribution to Participant, the assignment in this paragraph is null and void. To the extent that Subscriber does not possess the rights to permit the foregoing assignment, Subscriber hereby grants to MLS a non-exclusive, perpetual, world-wide, transferable, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution.

(b) If Participant has selected Option II, Subscriber hereby grants to MLS a non-exclusive, perpetual, world-wide, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution and those portions of the MLS Database relating to Subscriber's listings.

17. **Warranty**. Subscriber warrants that it has the authority to make the assignment in Paragraph 16. Subscriber warrants that (a) the Subscriber Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Subscriber has the written consent of any party necessary to provide the Subscriber Contribution to Participant and MLS.

18. **Other terms**. Pursuant to the MLS Policies, the SCC shall be a work made for hire by Subscriber for the benefit of MLS, which shall be deemed the SCC's author for purposes of copyright law. If for any reason the SCC cannot be provided as a work made for hire, you agree to assign and hereby do assign to MLS all right, title and interest in the SCC, including, without any limitation, any copyrights therein under United States and international copyright law. MLS hereby grants Subscriber a license to use the MLS Software and the MLS Database during the term of this Agreement, subject to the permission of Participant and according to the terms of the MLS Policies. All other uses are prohibited.

FEES AND PAYMENT TERMS

19. **Applicable fees**. Subscriber shall pay the fees set forth in MLS's official Schedule of Fees which MLS may amend at any time subject to the terms of Paragraph 23.

20. **Payment terms**. Subscriber shall pay the fees according to the terms set out in the MLS Policies.

21. **No refunds**. MLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the MLS Policies provide otherwise. Initiation fees, if any, are not refundable.

22. **Taxes**. All fees for the MLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Subscriber shall pay all such taxes and levies other than any tax or levy on the net income of MLS.

23. **Fee increases**. MLS may amend the Schedule of Fees at any time at its sole discretion. MLS shall provide written notice to Subscriber at least thirty days in advance of the effective date of any fee increase. If Subscriber objects to the increase, Subscriber may terminate this Agreement by written notice to MLS at any time before the effective date of the increase.

24. **Fines**. MLS may collect fines from Subscriber and from Participant on Subscriber's behalf for violation of the MLS Policies. Payment terms for fines are set out in the MLS Policies. MLS may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION

25. **Term**. This Agreement shall commence when you click "I Agree" set forth below and shall continue thereafter on a month-to-month basis until terminated.

26. **Termination for breach**. MLS may terminate this Agreement with notice if Subscriber fails to comply with the terms of this Agreement or of the MLS Policies.

27. **Termination of Participant**. In the event of any termination of the Participant Agreement, all affiliated subscriber licenses and access agreements, including this Subscriber Agreement, will automatically terminate. In the event of any suspension of the Participant Agreement, MLS may in its sole discretion suspend Subscriber access to MLS System. If MLS does not exercise its right to suspend Subscriber access to the MLS System, this Agreement shall continue in full force. The subparagraph of Section 16 of this Agreement in effect at the time of the termination or suspension of the Participant Agreement shall be binding on the parties to this Agreement for its duration.

28. **Termination for failure to pay**. In the event Subscriber fails to pay any fees required under this Agreement, MLS may terminate service without being subject to arbitration. In its sole discretion, MLS may suspend its performance under this Agreement rather than terminating it, in the event that Subscriber fails to pay any fees required under this Agreement.

29. **Termination for convenience**. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Subscriber may not terminate this Agreement so long as Subscriber remains affiliated with Participant that is subject to a Participant Agreement with MLS, except as otherwise permitted under MLS Policies.

30. **Events upon termination**. Promptly upon any termination of this Agreement, (a) MLS shall deactivate Subscriber's user ID and password, and Subscriber shall have no further access to the MLS Service; (b) Subscriber shall purge all copies of the MLS Software and the MLS Database from Subscriber's personal computers; (c) all licenses granted hereunder shall immediately terminate, except the license to the Subscriber Contribution in Paragraph 16(b) and (d) Subscriber will not be permitted to be affiliated with Participant or any other participant of MLS unless a new subscriber agreement between Subscriber and MLS is executed.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

31. **DISCLAIMER OF WARRANTIES**. MLS PROVIDES THE MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLS SERVICE ARE AT THE SOLE RISK OF SUBSCRIBER. THE MLS AFFILIATES DO NOT WARRANT THAT THE MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE MLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MLS SERVICE. THE MLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The MLS Service may contain third party content, including hyperlinks to web sites operated by parties other than MLS; MLS does not control such third party content, including web sites, is not responsible for their contents, does not endorse the third party content, including any web sites or contents, and may have no relationship with the sites' operators.

32. **LIMITATIONS AND EXCLUSIONS OF LIABILITY**. NONE OF THE MLS AFFILIATES SHALL BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MLS SERVICE, INCLUDING RELIANCE BY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

33. **MAXIMUM AGGREGATE LIABILITY**. IN NO EVENT SHALL MLS BE LIABLE TO SUBSCRIBER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT OR SUBSCRIBER HAS PAID MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100.

34. **Indemnification**. Subscriber shall defend, indemnify and hold the MLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the MLS Affiliates or Other Participants and Subscribers arising from any acts of Subscriber, including (a) putting inaccurate information into the MLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the MLS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any term of this Agreement; and (f) violating this or any other agreement or any law.

35. **Acknowledgment**. Subscriber acknowledges that MLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES

36. **Injunctive relief**. Subscriber acknowledges and agrees that the MLS Software and MLS Database are confidential and proprietary products of MLS and that in the event there is an unauthorized disclosure of them by Subscriber, no remedy at law will be adequate. Subscriber therefore agrees that in the event of such unauthorized disclosure of MLS Software or MLS Database, MLS may obtain injunctive relief or other equitable remedies against Subscriber in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

37. **Dispute resolution**. In the event MLS claims that Subscriber has violated the MLS Policies, MLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLS Policies, provided MLS does not also base a claim that Subscriber has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 28, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Collier County, Florida, except that it may be held by telephone where the Arbitration Rules expressly so permit. Subscriber agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Collier County, Florida.

38. **Liquidated damages**. Subscriber acknowledges that damages suffered by MLS from access to the MLS Service by an unauthorized third party as a result of disclosure of Subscriber's password or an unauthorized disclosure by Subscriber of the MLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLS to enter into this Agreement with Subscriber, Subscriber agrees that (a) in the event that any disclosure of Subscriber's password results in access to the MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Subscriber shall be liable to MLS for liquidated damages in the amount of $5,000 (or the amount established in the MLS Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Subscriber makes unauthorized disclosure of any portion of the MLS Database to any third party, Subscriber shall be liable for liquidated damages in the amount of $5,000 (or the amount established in the MLS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

39. **Legal fees**. In the event of legal action or arbitration between MLS and Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration.

MISCELLANEOUS

40. **No third-party beneficiaries**. This Agreement is entered into solely between, and may be enforced only by, MLS and Subscriber, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

41. **Interpretation and amendment**. Subscriber expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). MLS may amend this Agreement by providing thirty (30) days' advance notice of the amendment to Subscriber. If Subscriber continues to use the MLS Service or MLS Database after the expiration of the 30-day notice period, Subscriber will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

42. **Assignment**. Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Subscriber. Any purported assignment or delegation in contravention of this section is null and void.

43. **Integration and severability**. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraph 31 through 35 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Subscriber's access to the MLS Service shall immediately terminate.

44. **Governing law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts made and performed in Florida, without regard to its conflicts of law and choice of law provisions.

45. **Notice**. Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

Marco Multi/List, Inc.	**Subscriber (Agent)**
_____	_____
Signature	Signature
_____	_____
Print name	Print name
_____	_____
Effective Date	Firm/office name

I am subscribing to MLS as:

- ☐ **REAL ESTATE BROKER/SALESPERSON**
- ☐ **REAL ESTATE APPRAISER**
- ☐ **BROKER OR APPRAISER EMPLOYEE**
- ☐ **BROKER OR APPRAISER CONTRACTOR**