



Marinette County Board of REALTORS Multiple Listing Service, Inc.
PO Box 164 Menominee, MI 49858 715-923-0609

Application for MLS Participation (Real Estate Office)

A "Participant" is any broker or responsibility individual on behalf of a firm, company, or corporation who has a signed a participation agreement with the MLS. There may only be ONE Participant for any one Firm, Company, or Corporation. No one participant shall have more than one vote. When there is more than one principal in a real estate firm, define the Chief Principal Officer of the firm as the MLS Participant. Each offices requesting Participant status and applying for membership must be licensed individually as such.

** Applicant please include a copy of the business entity license & copy of the named Participant(s) state license or certification.

Application is for a Firm, Company, or Corporation Licensed in: [radio] WI [radio] MI [radio] Both

Licensed Principal Broker for WI: _____ License # _____

Licensed Principal Broker for MI: _____ License # _____

If the Principal Broker for each state is different, name the "Chief Principal Officer" who will be known as and called "Participant" with MLS voting rights: _____ NRDS ID _____

On Behalf of (Name actual owing firm/company/corporation) _____

Firm License # _____ [radio] Sole Proprietorship [radio] Partnership [radio] Corporation [radio] LLC

To be known as or DBA: (list how you want the company name to be shown and listed in the MLS)

Main Firm/Company Address to be shown in the MLS:

WI Office Address: (Physical Address of Firm/Company – if applicable)

MI Office Address: (Physical Address of Firm/Company – required if MI licensed)

I, _____ On Behalf of _____
(Name of Broker or Chief Principal Officer – To be & called Participant) (Name of actual owning Firm, Company, or Corporation)

(If party signing this participant agreement is not the Broker/Owner or the Broker who holds the licenses of the agents under that specific office, but is the Broker or Manager named by the Broker/Owner, must have permission and signed authority from the actual Broker/Owner).

I, _____ (print name) am the Broker / Owner of said office, I am authorizing the above named Broker as my Broker/Manager of above named office. And to be recognized as the Principal of that office for the MLS.

_____ (Signature of actual Owner) Date: _____

Herby apply for participation in the Marinette County Board of REALTORS Multiple Listing Service, Inc., a Corporation solely and wholly owned by the Marinette County Board of REALTORS and represent to the Board of Directors of the Board of REALTORS that my/our qualifications for such participation are as follows:

- 1. That I/We are a licensed real estate broker(s)/licensed appraiser(s). That I/We do business within the state(s) indicated above. That I/We are a REALTOR member of a Board of REALTORS and that I/We are in accord with the objectives of the Board and the Multiple Listing Service.
2. That if this application is accepted by the Board of Directors, I/We agree to be subject to such Rules and Regulations & Bylaws of the Marinette County Board of REALTORS Multiple Listings Service, Inc. I further agree to abide by the Rules printed on the reverse side of the contract and attached hereto.



The Marinette County Board of REALTORS Multiple Listing Service, Inc., a Corporation solely and wholly owned by the Marinette County Board of REALTORS, and _____ agree as follows:

(Name of Broker or Chief Principal Officer – To be & called Participant)

1. Definitions for the purpose of this contract shall mean:
 - a. "MLS" is a Corporation solely and wholly owned by the Marinette County Board of REALTORS that serves as a means by which a Participant makes an offer of sub-agency/buyer-agency to the other Participants and it's facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients and the public.
 - b. "Broker or Broker Principal" shall be the Broker who has executed/signed this contract.
 - c. Participation in the MLS is on an individual basis. That is, a sole proprietorship office, with a trade name; a partnership, with a partnership make; and corporation, in corporate name, cannot be titled as Participant. MLS participation shall be non-transferrable.
 - d. "Participant" shall be used only to describe a broker principal or chief principal officer. The term Participant shall not be used to describe any person other than the principal broker or chief principal officer. Any non-principal brokers, sales associates and licensed and certified appraisers affiliated with an MLS Participant have access to and use of the MLS information only through the Participant with whom they are affiliated as employee or independent contractors.
2. Maintenance of Listing Service: MLS agrees to maintain an MLS for the exclusive use and benefit of the Participant and each other Participant. MLS shall act as a real estate clearing house by receiving listing information from the Participant and any other Participant, and disseminating such information received to other Participants through regular communicating devices.
3. Agreement to Comply with Rules and Recommendations of Procedure: The above signed Participant hereby agrees to comply with all the MLS Rules and Regulations, which are herewith attached and are made a part of this agreement as though they were the same, and agrees to save and hold harmless the MLS Corporation, The Marinette County Board of REALTORS and all Officers and Directors of each against any damages, claims or causes of action against them arising out of breach of this agreement by the undersigned. It is understood that these Rules and Regulations and Bylaws of the Marinette County Board of REALTORS Multiple Listing Service, Inc. may be changed from time to time and the undersigned Participant agrees to comply with such changes, and that such changes will become part of this agreement upon his receiving notification of the changes, unless he serves written notice within ten (10) days that he refuses to comply. In such an event, this agreement or any renewal thereof shall become void.
4. Termination of Contract: MLS shall have the right to terminate this contract in the event the Participant violates any of the terms of this contract. A failure on the part of the MLS to do so as a particular violation shall not constitute a waiver by the MLS as to subsequent violations.
5. Terms of Contract: This contract shall terminate one (1) year from the date * entered into and shall automatically renew itself for additional one (1) year terms each year unless either party gives the other written notice of cancellation at least thirty (30) days prior to cancellation. *Date entered into is for the sole purpose of determining the termination date.
6. Change of Participant: The named Participant in this agreement cannot be changed without prior notification and approval of the MLS. Such approval is conditioned on completion of a new sign participant's agreement and subject to the approval of the MLS.



Participant is a Member of the following Local Board/Association:

Contact name and phone number of Participants Local Board/Association:

Name: _____ Ph# _____

Please return this form along with a letter of Good Standing from your Local Board/Association of REALTORS.

Do you plan to participate in the Electronic Lock Box Program? Yes No

(All Electronic Lock Box Users (Brokers/Agents/Appraisers) are must sign an ELB contract and are subject to all Rules and Regulations of the ELB Program – see the MLS Rules of Procedure. Participation in the ELB program in voluntary) Once application for participation is accepted, the MLS Admin will provide documents & information for the ELB program.

There is a one-time application fee of \$375. (Paid _____ Check # _____ Date: _____)

Application fee to accompany this application. There is no reoccurring or monthly fee for offices. Participant are billed and responsible for a set amount per subscriber per month determined by the BOD & set forth in the Rules and Regulations & subject to change. The Participant is billed quarterly for all subscribers under the Participants. .

The current monthly fee per subscriber is: \$_____ (No subscribers that are dual licensed (MI & WI) will be required to pay double monthly subscriber fees) ** Once this application is approved, 1st months invoice/payment for all subscribers is due upon receipt and prior to being set up in the MLS system or ELB program. Future billing will follow the procedure set forth in the MLS Rules of Procedure.

Number of subscribers under the Participant for the MLS: _____

(Please fill out the MLS Subscriber application for each subscriber and provide it with this application)

**A "Subscriber" is any licensed Broker, Sales Agent, Personal Assistant, Appraiser, Appraiser Assistant, that is employed by a Participant and holds a valid Wisconsin or Michigan Real Estate license or is Licensed or certified as an Appraiser in the state of Wisconsin or Michigan. NOTE: You must be appropriately licensed by the State of Wisconsin or Michigan in order to engage in Real Estate brokerage in that state.

Branch Office: Does Participant have any Branch Offices they wish to be entered in the MLS: Yes No

** If Yes Participant must fill out a Branch Office Application for each Branch office and pay a fee of \$50 for each.

Participant/Chief Principal Officer Signature: _____ Date: _____

Participant Email: _____ Office Email: _____

Participant Cell: _____ Office Phone: _____ Fax: _____

** Very important that the email provided is a good and direct email to Participant. The MLS sends all information and notification to the Participants via email. You may include an office/alternate email that can be copied in.

Signature of Owner (if different from Participant) _____ Date: _____

Licensed Principal Broker for WI Signature: _____ Date: _____

Licensed Principal Broker for MI Signature: _____ Date: _____

MCBOR MLS President Signature: _____ Date: _____



MCBOR President Signature: _____ Date: _____