



Branch Office/ Participant Application

This Application is for New Branch Offices

MLS United, LLC is a REALTOR® Member MLS.

Instructions:

- All applicable forms **must be filled out entirely and accurately.**
- All fees are **non-refundable** and must be paid in full before membership will be granted or renewed. All payments will be made online through the member's dashboard.
- All applications must include a copy of an active Mississippi Real Estate License for the Participant, the Company, and or all active agents/users under a broker.
- Applicants who are not a member of Central Mississippi REALTORS®, Gulf Coast Association of REALTORS®, or Northwest Mississippi REALTORS® must include a letter of good standing with their application.
- **All completed applications and required forms should be submitted by email to MemberServices@MLSUnited.com.**

***Applications submitted after 3:00pm are not guaranteed same-day access.**

If you need assistance completing these forms, contact MLS United at 601-755-6578. Once the application and all required paperwork have been received, an invoice will be created to be paid online in your member dashboard which can be accessed at MLSUnited.com. Visa, MasterCard, Discover, American Express, or TeleCheck are all acceptable forms of online payment. Paper Checks or Cash will **not** be accepted.

Requirements for MLSU Participant Membership:

- Applicant must be a member in good standing with a REALTOR® Association.
- The Designated Broker for an office is considered the Participant Member and in the transaction of MLS business, has one vote. The Participant is responsible for all licensed agents within that company including agents in branch offices. All licensees associated with a Participant MLS Member must pay a user fee for the MLS service unless a waiver has been granted.
- Branch Offices must pay an application fee at the time of application. The Branch Office access fee is **\$800** for members of GCAR, CMR, and NWMR and **\$1000** for MLS-only members.
- All new users (agents) under a Participant must also pay an access fee at the time of application. The User access fee is \$100 for members of GCAR, CMR, and NWMR and \$250 for MLS-only members.
- As a courtesy, invoices are billed to individuals, however, Participants are ultimately responsible for the fees and charges of all users in their office. MLS Fees are billed twice yearly to the individual. Invoices will be available 45 days in advance and will be payable online as of **February 15 and August 15** of each year and are **due upon receipt. April 1 and October 1** are the final days to pay to avoid suspension of service and reconnection fees. Invoices not paid by the due date will result in the suspension of MLS services and service will not be restored until the original invoice is paid in full along with a \$100 reconnect fee. Full billing timelines and late fee policies can be found in the MLS United, LLC Fee Policy Manual.

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REALTOR® Membership Information:

Which Association do you hold Primary REALTOR® Membership:

Central Mississippi REALTORS® Gulf Coast Association of REALTORS®
 Northwest Mississippi REALTORS® Other: _____ (MLS Only Member*)

*Please note: Members of CMR, GCAR and NWMR pay discounted fees. Members of other REALTOR® Associations (MLS Only) pay a higher monthly service rate and application fee. Please refer to the MLS United Proration Chart for fee amounts.

Participant/ New Office Information:

Name of Designated Broker/Principal Appraiser (as reads on license):

Nickname or name variations if you are a previous REALTOR® member
(ex. Maiden Name, Nickname, Middle Name): _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Email Address*: _____

Preferred Phone #: _____ Other Contact #: _____

***Note:** All billing notices and invoices are delivered electronically to the email listed above. Please initial that you understand that if you unsubscribe, you will no longer receive any communication from MLS United, LLC. **Initials:** _____

Licensee Information:

List below the name and information for licensee in your office and submit a copy of an active Mississippi Real Estate License for each. You may use an additional document if necessary.

	Licensee Name	License Number	Email Address	Phone Number
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

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Participant Agreement:

I, _____ (print), the REALTOR® Principal of the firm who applied for and was approved by the MLSU Board of Directors for Participatory rights to the MLS understand that by becoming and remaining an MLS Participant I agree to/acknowledge that:

- I (and all licensed agents for whom I am responsible) will abide by the rules and regulations, bylaws(including Article 4. Participation, MLSU Bylaws), and all other applicable governing documents of MLSU that are from time to time amended.
- I acknowledge that the MLS Board of Directors may administratively impose sanction or discipline on me for my failure to abide by the rules and regulations.
- I understand that under no circumstances is any individual firm, regardless of membership status, entitled to MLS "Membership" or "Participation" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of property.
- 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.
- I acknowledge that I am responsible for the MLS fees owed by Subscribers affiliated with my firm even though the MLS invoices the Subscribers directly as a courtesy to me.
- I understand MLS access to my FIRM can be denied for my failure to pay unpaid fees owed by me or any Subscribers affiliated with my firm.
- I acknowledge that I am required to report a new licensee joining or leaving my my firm immediately through the Licensee Status Form.
- I have been instructed on how to print a copy of the current MLS Rules and Regulations and MLS Violation and Fine Structure.

Applicant Signature: _____ Date: _____

Applicant Name (Print) : _____

Participation Defined as by NAR and MLSU:

Definition of MLS Participation

Article 4, Participation

A. Participation Defined

Participation in the Service is available to the firm, partnership, or corporation of any REALTOR® Principal of this or any other Association of REALTORS® without further qualification except payment of required dues and fees and agreement to abide by these Bylaws and the Rules and Regulations of the Service. (or as otherwise stipulated in these Bylaws). ** However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid Mississippi real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

The REALTOR® of any firm, partnership, corporation or the branch office manager designated by the said firm, partnership, or corporation shall be termed the "Participant" in the Service and shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the Service by all persons affiliated with Participant who utilize the service.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

REALTOR® Participant Acknowledgement:

In the event you hire licensees to affiliate with your firm, the following rules apply in accordance with the MLSU bylaws and rules and regulations: **(Read & Initial Below)**

____ Adding and Terminating Licensees

Participant Brokers must notify MLSU immediately upon adding or removing an agent from their roster with the Mississippi Real Estate Commission. New users must join within 30 days of licensure by completing an MLSU membership application and submitting by email with a copy of their active wall license. Participant brokers must notify MLSU immediately that they have removed a user from their MREC roster by submitting a license status change form via email. Participant brokers are responsible for reporting the accuracy of their firm roster to MLSU for accurate fee calculation.

____ Payment of MLS Fees

MLSU Participants are responsible for the MLUS fees owed by their agents (MLSU Users). Although MLSU bills the Users individually, the Participant is responsible for the fees and will be billed for them if the User fails to pay within 30 days. If all MLSU fees owed by a Participant and their Users are not paid within 30 days of the due date the Participant and all Users under that Participant will lose access to the MLS. Participants and their Users will not be reactivated until all invoices, late fees, and a Participant reinstatement fee of \$500 is paid.

____ Fines and Discipline

MLSU Participants are the members who can be disciplined if an MLSU rule is violated. If an MLSU User violates an MLSU rule, the Participant is responsible for any fees owed or discipline imposed.

____ IDX

MLSU Participants automatically opt into IDX (Internet Data Exchange)- the agreement whereby MLSU Participants allow the display of their listings on other Brokers' websites on BuyinMississippi.com, and REALTOR.com. For the privilege of the exposure of their sellers' property by the MLSU, Participants are prohibited from including names and contact information for anyone in the Public Remarks section of MLSU. (Review MLSU Violation and Fine Structure)

Important Details to Note- Keep this Page

MLSU Fees & Dates

- MLS Fees are billed twice yearly to the individual.
- Invoices will be available 45 days in advance and will be payable online as of **February 15 and August 15** of each year and are **due upon receipt**.
- **April 1 and October 1** are the final days to pay to avoid suspension of service and reconnection fees.
- Automatic payments by credit card can be set up in your member dashboard. It will be **your responsibility** to be sure your automatic payment is processed **before the due date**. Late fees will not be removed for undrafted auto-payments.
- Invoices not paid by the due date will result in the suspension of MLS services and service will not be restored until the original invoice is paid in full along with a \$100 reconnect fee.
- All MLSU service fees are **non-refundable**.

Supra E-Key Information:

- Supra E-keys and lockbox services are available to all MLSU Members. The key service network will include all of the MLSU participants and subscribers throughout the service area. Non-MLSU Members may have access to the lockbox services for an additional fee.
- Supra E-Key access must be purchased by the individual and only permitted to use on smartphones, not tablets. E-key service is not able to be shared with others or on multiple devices. E-Key service can be transferred to a new smartphone if necessary.
- Cost for E-Key service is **\$17.07** per month and is drafted automatically by Supra on the 28th of each month. There is also a **\$53.50** activation fee for the new service.
- Keyboxes are **\$99.00** plus tax.

Important Reminders:

- After activating your license with the Mississippi Real Estate Commission, you have 30 days to join MLS United and pay all dues and/or fees in full.
- If your account is inactive or suspended for 60 days or more, you must pay the applicable access fee and any service fees again.
- MLSU New Member Training must be completed within 30 days of joining. Upcoming training dates are posted to MLSU dashboard.



MLS United Proration Chart

Members of Gulf Coast Association of REALTORS®, Central Mississippi REALTORS®, and Northwest Association of REALTORS® pay a discounted price.

Members who are not a member of one of the 3 associations will pay a higher price.

Renewal Invoices are due April 1 and October 1 of each year.

Prices are subject to change.

JOIN MONTH	MLS UNITED SERVICE FEES		ACCESS FEES
	MEMBERS OF GCAR, CMR, OR NWMR	MLS-ONLY MEMBERS	
APRIL OR OCTOBER	\$270	\$370	Member of GCAR, CMR, or NWMR \$100
MAY OR NOVEMBER	\$225	\$308.30	MLS-Only Members \$250
JUNE OR DECEMBER	\$180	\$246.66	
JULY OR JANUARY	\$135	\$184.98	NEW OFFICE FEES
AUGUST OR FEBRUARY	\$90	\$123.32	Member of GCAR, CMR, or NWMR \$800
SEPTEMBER OR MARCH	\$45	\$61.66	MLS-Only Members \$1000