



SUBSCRIPTION APPLICATION BROKER/SALESPERSON

Date _____

OFFICE INFORMATION

☐ MFCRE only

☐ STELLAR MLS and MFCRE

Office Name: _____

Office MLS#: _____ Office NRDS#: _____

Office Address: _____

City _____ State _____ Zip _____

Office Phone#: _____ Office Fax #: _____

Office E-Mail: _____ Office Website: _____

Office DBPR License#: _____ Main Office DBPR License Type: _____

AGENT/BROKER INFORMATION

☐ MFCRE only

☐ STELLAR MLS and MFCRE

First Name: _____ Middle Name: _____ Last Name: _____

Preferred name to appear on your listings. _____

(Please note this will appear before your last name)

Home Phone: _____ Mobile Phone: _____

Office Phone: _____ Fax: _____

Please select your preferred phone from the following ☐ Home ☐ Mobile ☐ Office

Home Address: _____

City _____ State _____ Zip _____

Agent/Broker Florida Real Estate License#: _____ Agent Broker NRDS#: _____

Agent/Broker E-Mail: _____ Agent/Broker website _____

New Customers

*Password: **New Customers** must use the **Activate Account** option and follow instructions for setting up their password. If you are an established customer with MLS, you will use your existing user ID and password.

ANNUAL SUBSCRIPTION COSTS & SET UP FEES

☐ **MFCRE Annual/Prorated Subscription Cost \$_____**

☐ **New Customer Set up \$150** (this fee will also apply for customers reactivating after 1 (one) full billing cycle)

☐ **New Office Set up Fee \$150** (this fee will also apply for brokers reactivating after 1 (one) full billing cycle)

☐ ***Commercial Subscription Set Up Fee \$75** – Applies ONLY to CURRENT Stellar MLS Customers ADDING a MFCRE Subscription

***Commercial Subscription Set Up Fees** are in addition to current MFCRE and Stellar MLS Annual Subscription Costs.

I understand that if I do not attend mandatory training within sixty days my Annual Subscription Costs will be forfeited, and I will be suspended from the Service.

****NOTE: MFCRE ANNUAL SUBSCRIPTION COSTS OR PRO-RATED MFCRE ANNUAL SUBSCRIPTION COSTS ARE NOT REFUNDABLE.** Initial _____

*SIGNATURE _____ Date _____



MY FLORIDA COMMERCIAL REAL ESTATE
SUBSCRIPTION/NEW OFFICE/ACTIVATION AGREEMENT
REALTOR® BROKER PARTICIPANT/USER

This agreement is made on _____ between the PARTICIPANT/USER and My Florida Commercial Real Estate (MFCRE), a service provided through Stellar MLS.

MFCRE Bylaws Definition of MFCRE Participant/User: Any REALTOR® of a shareholder association or any other association/board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as stipulated otherwise in these bylaws*, shall be eligible to participate in MFCRE upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, no individual or firm, regardless of Board membership status, is eligible for CIE participation or membership status unless they hold a current, valid real estate broker's license in the state of Florida and are capable of accepting and offering compensation to and from other Participants or to those individuals who are licensed or certified by a state regulatory agency to engage in the appraisal of real property.

All information provided by MFCRE to Participants shall be considered confidential and is provided exclusively for the use of Participants authorized and qualified to act as agents in the sale, lease, exchange, appraisal, or purchase of property filed with MFCRE and for the use of real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

The access issued to each MFCRE PARTICIPANT/USER is unique and strictly confidential to that user. Authorized User/Principle Broker/Certified Appraiser agrees that should a disclosure of account information result in access by an unauthorized third party, authorized PARTICIPANT/USER may be subject to penalties as noted in the MFCRE Rules and Regulations. Therefore:

PARTICIPANT/USER agrees to comply with Rules and Regulations of MFCRE. Any use, reuse, or resale of the MFCRE data other than that authorized in the Rules and Regulations is prohibited. The term of this Agreement shall commence upon initiation of service to the MFCRE PARTICIPANT/USER. The Agreement is not assignable. MFCRE PARTICIPANT/USER hereby indemnifies the Service and any Reciprocal Service and agrees to hold Stellar MLS, including, but not limited to its officers, directors, CIE Committee members, and staff harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from an MFCRE PARTICIPANT/USER.

COMPANY / MFCRE PARTICIPANT/USER INFORMATION

Office/Company Name: _____ Office NRDS#: _____

Your Name: _____ Your NRDS #: _____

BROKER PARTICIPANT/USER SIGNATURE

***SIGNATURE** _____ **Date** _____

*****SIGNATURE REQUIRED STATING YOU AGREE TO THE ABOVE TERMS*****

Principal Broker or Certified Appraiser Request to Participate

I hereby request participation in My Florida Commercial Real Estate (MFCRE) and agree to abide by the Rules and Regulations as amended from time to time by the My Florida Regional MLS (Stellar MLS) Board of Directors.

I understand that MFCRE is a commercial listing exchange and exists as a vehicle for principal brokers (i.e. Participants) to share information about commercial properties through a common database, but is not a vehicle for offering cooperation or compensation among cooperating brokers.

As the Participant, I further understand and agree that:

- I understand that as the participant, I will be assessed an annual subscription cost for myself and the licensees employed by or licensed with my firm(s) who choose to subscribe. Broker is not required to join as long as he/she retains an active customer status in the residential Stellar MLS system.
- My total Annual Subscription Costs, as adjusted from time to time by the Stellar MLS Board, are based on the number of subscribers employed by or licensed with my firm(s) as sales associates who choose to subscribe, plus any subscription costs established for access by unlicensed assistants.
- Subscription Costs for new subscribers will be pro-rated monthly based on the month in which they subscribe. No refunds or credits are given for subscribers disaffiliating during the subscription period. (Note: Per-subscriber annual subscription costs for June 1, 2023 through May 31, 2024, is **\$600.00**. This covers MFCRE base subscription costs, please contact your local association/board for any additional fees. As a courtesy, MFCRE will electronically bill all subscribers licensed with my office in May of each year for that portion of my MFCRE Annual Subscription Costs attributable to them; however, I am ultimately responsible for ensuring timely payment of all Annual Subscription Costs for my firm(s) by the May 15 due date.
- I am responsible for promptly notifying MFCRE of the affiliation, disaffiliation or inter-company branch transfers of all subscribing licensees or employees with my company.
- I am ultimately responsible for any fines incurred by subscribers or unlicensed assistants affiliated with me for the entry of inaccurate data or for violations of any MFCRE Rules and Regulations, as they are under my direct supervision as Principal Broker.
- Neither I, nor anyone in my firm(s), may facilitate or otherwise make available access to the database(s) by any non-participant, non-subscriber, third party vendor, client, customer or member of the general public.
- I understand submission of any property information is voluntary.

Further, I hereby indemnify Stellar MLS, its officers, directors, staff, MFCRE and the CIE Committee members and agree to hold all harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from a broker or certified appraiser's negligence in entering information into the database.

Office Name _____ Date _____

Broker Participant (please print) _____

Broker Participant Signature _____

*****BROKER SIGNATURE REQUIRED STATING YOU AGREE TO THE ABOVE TERMS*****

ACKNOWLEDGEMENT AND CONSENT (CATYLIST)

The undersigned Participant or Subscriber ("Member") of My Florida Regional MLS, Inc. dba Stellar MLS ("Stellar") hereby acknowledges and consents as follows:

1. Stellar MLS has entered into a new Agreement with Moody's Analytics, Inc. ("Moody's") for the provision of Catylist Research, a commercial exchange that allows for the listing of commercial property and related services ("Catylist")
2. The terms of the Agreement provides that each participating Member shall be required to submit content related to commercial real estate for sale or listed for sale or lease including logos, photos, videos and copy ("Listing Content").
3. As a condition of the Agreement, Moody's requires that all participating Members agree, **and the undersigned Member does hereby agree**, to grant to Moody's and its affiliates (including Moody's) a worldwide, non-exclusive, irrevocable, perpetual, fully-paid, royalty-free, sublicensable (only to Affiliates and/or subcontractors who provide services to Moody's and/or its Affiliates and solely for the purposes contemplated by the Agreement), and transferable right and license to use, reproduce, modify, resize, adapt, prepare derivative works of, reference, distribute, perform, display, publish, and otherwise use the Listing Content, solely for the purposes of (and subject to the limitations set forth herein): (i) providing the Catylist services, (ii) inclusion in Moody's and its Affiliates' products and services, whether directly or indirectly, including without limitation, products and services that are sold on a stand-alone basis and those that are integrated into third party products and services; provided that Moody's shall not syndicate, re-syndicate, distribute or sublicense any Member's Listing Content or use the photographs, images or remarks fields contained in any Member's Listing Content without the prior written consent of such Member and (iii) generating, using and publishing aggregated statistical information in connection with Moody's and its Affiliates' businesses.
4. The undersigned Member further acknowledges and agree that it shall be subject to the terms and conditions of Moody's terms and conditions, end user license agreement, privacy policy and other terms as may be required by Moody's from time to time.

In consideration of the covenants set forth herein and for the right to utilize the Catylist product and services, the undersigned hereby acknowledges and consents to this Acknowledgment and Consent as of this _____ day of _____, 2023.

MEMBER:

By: _____

Print Name: _____