



Ocala MLS Policies & Procedures Manual

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General Information

Office Location

The office of the Ocala Multiple Listing Service is located at 3105 NE 14 Street Ocala, Fl. 34470.

Article 1 Administration

Section 1. Board of Directors

Any Director of the MLS that misses three (3) meetings in the course of a year shall be subject to removal (Effective 01/94).

Board of Directors Meetings to remain at 8:30 a.m. (Effective 02/06).

Section 2. Committees

Unexcused absence from three (3) consecutive meetings will constitute as resignation from the position held (Effective 03/91).

MLS Audit committee: Internal financial auditing of the MLS and Association.

Standing committee for internal financial controls with the criteria that no more than five (5) members serve, to include current MLS & Association Treasurers and one (1) director from each board (MLS & Association) to be appointed by each current president and one (1) former committee member (Effective 04/10/Amended 10/13). Internal financial checklist must be completed within 90 days of committee being appointed. (Adopted 04/13)

MLS Audit Committee Policy (Effective 04/10). See Appendix B

Lines of authority and reporting flowchart to be presented each year to Audit Committee members, Officers, Directors and staff. (Adopted 10/13)

MLS Research and Development Committee: Standing committee to discuss issues regarding MLS System and presents all recommendations to the Board of Directors (Effective 06/10).

MLS User Group Committee was renamed to MLS Research and Development Committee. (Effective 01/13)

MLS Budget/Finance Task Force: The current MLS President shall present to the Board of Directors in the month of January the Budget/Finance Task Force members, to be comprised of current President, current Sec/Treasurer, past Sec/Treasurer and one (1) current board member for approval (Effective 03/12).

MLS Budget/Finance Task Force – to review and prepare annual budgets as well as review recommendations from the OMCAR Investment Subcommittee with all presentations subject to final approval by the MLS Board of Directors (Effective 3/12).

Chair of the MLS Budget/Finance Task Force, appointed by current President, will also be part of the composition of the OMCAR Investment Management Subcommittee (Effective 03/12).

Article 2 Office

Section 1. Agreements

GE Capital/ Document Technologies Kyocera printer/scanner lease, approved, May 5, 2010 through May 5, 2015, with monthly payments of \$509. Renewed agreement with new GE Capital/Document Technologies and updated copier with a Copystar CS4551ci at \$395 month for 60 months. (June 2014)

United Business Products- a yearly maintenance & program service agreement on office scanners.

Earthlink (Deltacom) phone system April 15, 2011 through April 15, 2014
Approved new phone service with CenturyLink for a three year agreement, March 2014.

Supra agreement approved May 15, 2009 through May 15, 2015 (Effective 05/06).
Renewed Supra agreement to include upgrading to blue tooth boxes and exchanges up to 5,000 (one for one) Sept. 2014

City of Ocala Fiber Optics with Sun Digital for \$150 per month with a three (3) year agreement.
Feb. 2014.

Showing Time (bought out Showing Suite in 2016) 2 year agreement for the Basic package, provided to Participants/subscribers as a benefit, at no monthly cost to Ocala MLS and waived one time set up fee with auto-renewal but with a notice to terminate 90 days prior to expiration date.
Approved 07/17.

Initiated a non-exclusive, free version, one year agreement with Showing Suite product. March 2015

Pitney Bowes, postage meter April 1, 2009 through December 31, 2013 with 19 quarterly payments of \$387.

Joined REDPLAN, April 2015 but did not renew agreement in 2016.

Joined RESO at a cost of \$500 for a one year membership and also initiated RESO compliance certification at a cost of \$150. October 2015

RESO 1.4 Bronze Level Compliance-November 2015.

RESO Web API 1.0.2 Core Server Certification with Open IDConnect. December 2016

FBS Flex MLS – Initiated a three (3) year agreement with FBS FlexMLS with a live date of April 18, 2016, to replace MarketLinx, InnoVia, at a cost of \$7.25 per person, per month and also an additional \$1.25 per person, per month for the county tax inclusion in the system. October 2015

LAMPS (Black Knight) Membership Program – Initiated a 36 month membership agreement on March 2016 but install was delayed until March 2017 (conflict with new MLS vendor conversion) with notice to terminate 90 days prior to expiration date, \$180 per user up to 4 users.

Sold data included in RETS data feed to Realtor.com that will populate Realtor® members profiles showing 24 months of sold transactions on both listing and selling side, allow members to collect ratings and reviews and credit will be given to selling agent and broker on the sold detail page. July 2017

Corelogic MarketLinx (InnoVia) contract extended two (2) years, to include two (2) new property types Farm and Rental and R.E.T.S. server March 17, 2005 through May 26, 2012 (Effective 04/08). Amendment 3 MarketLinx InnoVia, amends the March 17, 2005 InnoVia Lease Agreement effective as of May 27, 2012 and terminates May 26, 2016 (Amended 03/12). Amendment 4 – Amends the March 17, 2005 agreement to have MarketLinx to provide Ocala MLS with Marketing Center Services, an MLS Base Product at no cost to the MLS through the duration of the agreement (May 26, 2016). (Amended 4/2013). Amendment 5 – Amended March 17, 2005 agreement to include GoMLS and MarketTrends products with the same expiration date of May 26, 2016. (Amended 10/13) Amendment 6 – Amended August 2014 agreement to include Partner InfoNet-an MLS Revenue Share Agreement

Corelogic Realist 2, Amendment 3-Amends the December 15, 2008 agreement for commence on May 1, 2012 and shall end on April 30, 2016 and shall automatically renew for additional successive 24 month terms unless terminated pursuant to subsection 6.2 of agreement. (Effective 01/12). Amendment 4 –Addition of Levy County to the searchable counties at \$200 per month (Effective 05/12). Renewed Realist agreement for two (2) years at a cost of \$2.21 pmpm & a one-time set up fee-\$2,000, to expire, April 30, 2018. (Effective 01/16)

Classic version of Realist to sunset on July 31, 2014.

Discontinued use of the SafeMLS token (Effective 01/09).

Initiated use of Clarity Scout Security for MLS included in Core Logic renewal agreement ending 2016 but may revisit in two (2) years (Effective July 2012)

Initiated Clarity Data Checker for MLS included in Core Logic renewal agreement ending 2016 but may revisit in two (2) years (Effective September 2012).

ListHub data push approved January 8, 2009 through January 8, 2012 (Effective 04/08).

ListHub data push was discontinued on 01/08/2012.

ListHub agreement effective July 12, 2012 to syndicate listings marked in InnoVia system with “Y” for ListHub for 12 months.

Initiated Zillow broker opt-in syndication feed to Zillow, Zillow will annually pay OMCAR, \$2,600 for feed & any franchise feed will trump Ocala MLS feed unless broker contacts Zillow. Agreement also includes verbiage that allows sellers/buyers to request to Zillow, interior photos to be removed from the site. (Effective 15/16)

Approved MLS data feed to Marion County Property Appraiser to start April 1, 2014 for two year, ending March 31, 2016 with an annual fee of \$399. (Effective 07/10, Amended 03/14) Renewed two-

year agreement and maintained annual fee of \$399, with an ending date of March 2018. (Amended 03/16)

Approved MLS data feed to NAR's Real Property Resource (RPR), May 2014.

Approved MLS feed with Florida Realtors® Industry Data Agreement for one (1) year and will automatically renew for additional one (1) year term unless notice to not renew is received at least ninety (90) days in advance of the expiration of term. (Effective 09/11)

Purchased Clarity Direct Connection, portal for brokers to manage syndication. April 2015

Article 3 Financial

Section 1. MLS Fees/Charges

MLS bill will be due on the 10th of each month instead of the 20th, if the amount is not paid by the last day of the month, services will be suspended until account is paid current (Effective 05/91). Thompson Brokers Fees will increase when participation fee increases for all member types (Effective 11/07).

Listing fee was eliminated. (Effective 12/08)

BOD Initiated \$5.00 fee for all MLS events with a no refund policy. March 2015

Section 2. Travel Policy

See Appendix C

Section 3. Credit Cards

MLS President to be provided with a \$5,000.00 limited credit card to cover travel, hotel and meal expenses to be accounted for each month with detailed expense report. Credit card to be turned in immediately upon resignation or termination of the office (Effective 04/10).

Annually verify active money market account with CenterState Bank to avoid service fees (Effective 10/11).

Section 4. Banking

The policy that the operating account shall not exceed \$10,000 be in the operating account at any one time that took effect on 01/91 has been replaced by the Budget/Finance Task Force and the Investment Management Policies (Effective 03/12).

MLS Budget/Finance Task Force shall review and prepare annual budget as well as recommendations brought forth by the MLS Budget Finance Task Force Chair from the OMCAR Investment Management Subcommittee subject to final approval by the Board of Directors (Effective 03/12).

Investment Management Policies see Appendix A (Effective 03/12).

Accounting firm to prepare financial statements on a monthly basis and all bank reconciliations are completed by the accounting firm on a monthly basis (Effective 04/10).

Corporate notebook to be kept in AE office to include Bylaws, Corporate License and Annual Minutes for each entity. (Adopted 10/13)

Funded the construction of new Education room with a mortgage with OMCAR of \$300,000, loan term to be 5 years with a 3 ½% interest rate as well as Ocala MLS funding \$120,000 from the MLS Operating account for a total of \$420,000 (\$400,000 for construction and \$20,000 for any contingencies. May 2015

Initiated new Raymond James Freedom Q3 Fund investment with an initial \$50,000 investment, to be reviewed quarterly to consider additional investments of \$50k each quarter, not to exceed \$248k. Approved 01/17

Ocala MLS Ameris money market account (ending in #4606) was designated as the Operating Reserves account. July 2017.

Section 5. General

E & O Insurance will be reviewed by the MLS Budget/Finance Task Force (Effective 03/05, Amended 03/12).

Letters of engagement for accountant, attorney and other vendors to be reviewed during budget preparation time (Effective 11/09).

All MLS documentation included applications, licenses, letters of good standing, invoicing, deposit breakdowns, checks etc, will be scanned upon receipt and shredded within 24 hours of completion (Effective 02/09).

Section 6. Check Signatory

- 1.) All payments by check must have two (2) signatories.
- 2.) A nominated signatory may not sign a check payable to themselves.
- 3.) Checks may only be signed if accompanied by documentary evidence of the nature of the payment.
- 4.) Nominated signatory may not sign blank checks. (Effective 4/13)

Article 4 Listing Policies & Practices

Section 1. MLS System/Services

IDX agreement amendment to include all photos (main and interior) in the IDX solution (Effective 03/06).

Street named plats for vacant land photos allowed (Effective 06/06).

Increased the number of allowable listings to be exported for statistical data from 1,500 to 10,000. (Effective 09/16)

MLS Staff to purge all unconfirmed listings every seven days (Effective 10/06).

All subdivisions in the MLS system are to mirror Property Appraiser's subdivision list. (Effective 11/06).

Farm Property Type converted to Residential Property type (Effective 06/12).

All listings including short sale and foreclosed shall be inputted in the MLS system in pending/continue to show status once an offer is signed by seller/owner unless otherwise agreed by both parties in writing and must be disclosed in Realtor® only remarks (Adopted 06/09, Amended 03/12)

A level 45 security to allow agents to maintain their listings except for status and price and must be confirmed by a level 60 security. (Effective 04/10).

Marion Oaks subdivision is separated into North and South sections with HWY 484 being the divider, Units 7, 10 and 12 in the north section (Effective 04/10).

Title Company field to be changed to Escrow Agent, and not mandatory (Effective 05/10).

Pending & Pending Continue to Show button added to broker's inventory on the home page (Effective 08/10).

Trend/Map Report feature to be added to system when available (Effective 08/10).

Share Listings feature added (Effective 08/10).

Furnished was added to coded features under all categories (Effective 08/10).

Number (#) of stalls added to farm search screen (Effective 08/10).

Status change reporting time changed from five (5) days to two (2) days (Effective 08/10).

REO check box added to all categories (Effective 08/10).

Eliminated the MLS service to take main photo of new listings and to extend offer of help to agents on uploading photos (Effective 02/11).

Public remarks section increased to 1,000 characters and REALTORS® only remarks increased to 500 characters (Effective 3/12).

MLS regular marketing sessions on the 1st and 3rd Wednesdays were replaced with monthly breakfast meetings, sponsored by affiliate members with city and county updates to Participants and will continue to introduce new members and affiliates and continue networking (Effective 01/11).

RETS IDX feed to include the open house information (Revised 03/12).

New Rental property type was created. (Effective 04/11).

Current Listing Policies & Practices (Article 4) will be available on MLS system as a separate document (Effective 3/12).

List Hub syndication – Field made available in MLS system, when checked, will allow Brokers to mark their listings to be included in RETS feed for List Hub syndication. (Effective 10/12)

Zillow syndication – Data share made available that will allow Brokers allow their active listings to be included in data feed to Zillow for syndication. Brokers must opt in for feature. (Effective 06/16)

Fair Housing advertising words to avoid Data Checker violation were initiated and made available on Standard Forms. (Effective 03/13)

The ability to edit firm phone number on an agent's maintenance page was added to Security Level 60. The maintenance will populate that agent's listing inventory. (Effective 02/13)

Optional Green fields were added to Coded Features on Residential and Rental property types. (Effective 07/13)

Community Pool was added to Coded Features on Residential and Rental property types. (Effective 07/13)

Alias feature was initiated on InnoVia to allow individual agents acting as teams to allow team members to login with their own credentials and assume the identity of the main team leader to avoid Clarity Scout violations of sharing log in credentials. (Effective 07/13)

Out of area of agent must be used when closing out a listing that the buyer's agent broker is not a Participant of the Ocala MLS, Inc. (Effective 07/13)

Certification form must be submitted to Ocala MLS along with copy of listing agreement for all Office Exclusive Listings-reference Ocala MLS Rules and Regulations, Section 1.3. (Effective 10/13)

Laminate flooring was added to Coded Features under Flooring. (Effective 10/13)

ListHub Y/N field added to Commercial and Vacant property types to provide an opportunity for brokers to syndicate their listings. (Effective 10/13)

Multi parcel ID fields added to Vacant Property type. (Effective 10/13)

Office Inventory (branch office) added to My Inventory on home page. (Effective 05/13)

Digital Millennium Copyright Act – See Appendix N (Effective 03/16)

Flexmls Sharing of Listings feature to only share listings in an IDX format. (Adopted 05/17)

Section 2. Definitions

The term "in writing" shall mean any form of communication which is clearly printable, defines the parties, actions to be done or taken and the particular property. (Effective 03/12)

Section 3. Data Feed/IDX

Ocala MLS joined MLS Advantage (Effective 10/07).

Ocala MLS IDX Agreement – Agreement to provide IDX feed for use on Ocala MLS Participant's and Subscriber's websites (Subscribers must have Broker's permission) (Effective 01/12). Revised Basic IDX Feed fee structure; first feed to broker, free but any additional IDX RETS feed requests, whether broker or agent, \$50 annual fee. (Effective 03/16)

MLS Data License Agreement (IDX Newspaper) – Grants license to provide IDX feed to local newspaper (Effective 01/12).

Broker Listing Data Feed Agreement (BLDFA) – Grants license to Participant, an IDX feed of Participant’s listings to syndicate to a third party (Effective 03/12).

Addendum To Broker Listing Data Agreement – Allows MLS Participants a feed for all data concerning property listed with the Participant’s Firm but permits only “active listing” data to third party syndicators (Effective 03/12).

MLS Data License Agreement (Syndication) – Grants (Non-Ocala MLS Participant) Publisher a limited nonexclusive, non-assignable, non-sub-licensable for syndication to other listing websites which Publisher has entered into listing distribution agreements (Effective 04/12).

Non-exclusive Limited License for Vendors - \$500.00 for onetime set up fee, \$300.00 monthly fee, Showing Time, Top Producer, etc. per approval of MLS Board (Effective 10/12).

Revised IDX Agreement to allow IDX vendors to syndicate broker’s listings to Zillow, Trulia, Homes.com as well as included sold data as the types of data provided for display. April 2015

Revised IDX agreement with Florida Realtors® to include all fields in the RETS feed that support the current IDX Rules and Regulations including the property tax id field. (Effective 04/15, revised 04/17)

Approved RPR data share with Realtors® Association of Citrus County and Hernando County Association. (Effective 03/16)

Section 4. Reciprocal Agreements

Discontinued involvement in state-wide reciprocal agreement in March 2005 (Effective 03/05).

Listing reciprocal agreement with Gainesville/Alachua Association for input only listings at \$25 each and SupraKey programmed for Alachua County (Effective 07/07). See Appendix E

Citrus county reciprocal agreement to share data through InnoVia without an annual fee, with a \$50.00 fee for input of listings approved (Effective 03/09, Revised 04/13). See Appendix D

West Volusia Association lockbox key reciprocal agreement (effective 04/11). See Appendix F

Osceola Association lockbox key reciprocal agreement (effective 08/11). See Appendix G

Hernando Association lockbox key reciprocal agreement (effective 02/15) See Appendix H

Daytona Beach Association lockbox key reciprocal agreement (effective 04/15). See Appendix I

Pinellas Realtor® Organization lockbox key reciprocal agreement (effective 07/15) See Appendix J

New Smyrna Beach key reciprocal agreement (Effective 10/16) See Appendix K

NEFAR Key Reciprocal and NEFAR MLS data share agreement. (Effective 09/16) See Appendix L

West Pasco Key Reciprocal agreement. (Effective 05/17)

Marion County Building Industry Association (MCBIA) temporarily suspended the Builder/REALTOR® Protocol Program (Effective 07/09).

Section 5. Lockbox/Key System

Any Strategic Business Partner whose business is home inspector, may lease a Supra e-Key. Lease agreement must be signed by the keyholder and by a principal, partner, or corporate officer of the Keyholder's firm. MLS must be notified when the keyholder is no longer affiliated or employed with firm. Copy must be provided of general liability of at least \$1,000,000 naming OMCAR and Ocala Multiple Listing Service, Inc. along with a completed "Request to Lease Form" which includes a yearly non-refundable administrative fee of \$50. (Amended 02/15) See Appendix M.

Reciprocal Home Inspectors to be required to follow the same criteria for OMCAR Home Inspectors unless they provide similar documents required at their primary Association/MLS. (Revised 04/17)

Article 5 Building

Section 1. Building/Building Maintenance

Approval of a \$500.00 spending limit for office equipment or repairs, anything over this amount would need to be approved by the Directors (effective 06/90).

Section 2. Building Rental

Any event approved by the MLS Directors, building will be cleaned by MLS cleaning service (effective 04/06).

Auditorium rental function a total of 9 hours 5 hours for the event, 3 hours for set up and 1 hour for clean up, a staff person will be on the premises during the entire event (effective 04/07).

New construction of Education room was approved by BOD. May 2015

Article 6 Personnel Policies

Section 1. Association Executive

Association Executive to be paid with the MLS employees, OMCAR to billed monthly for the cost of the salary, taxes and benefits (effective 04/10).

New employees are subject to background checks prior to hiring. (Effective 04/13)

Appendix A Investment Management Policy

Overview

This policy sets forth the objectives, responsibilities, strategies, and guideline for the management of the Association's operational and reserve investment funds.

For the purposes of managing investment risk and to optimize investment returns within acceptable risk parameters, the funds held will be divided into four separate investment categories. The process for determining the dollar amount in each category is determined in the "Procedures" section of this document. The four investment categories shall be called the **Operating Fund, Operating Reserves, Short-Term Fund** and the **Long Term-Fund**.

Procedures

The following procedures will be followed to ensure the investment policy statement is consistent with the current Strategic Plan of Ocala/Marion County Association of Realtors and accurately reflects the current financial condition:

- a. The Investment Policy shall be reviewed annually by the Investment Management Subcommittee and Budget/Finance Committee for any necessary revisions.
- b. Recommendations for any revisions or modifications of this policy will be made by the Investment Management Subcommittee and Budget/Finance Committee to the Board of Directors for approval.
- c. The Investment Management Subcommittee to meet with investment consultant on a quarterly basis.

The following procedures will be used to determine the dollar amounts to be placed in the Operating Fund, Operating Reserves, Short-Term Fund and the Long-Term Fund.

- a. The amount held in the Operating Fund should be maintained at no more than **three (3)** months of the monthly operating budget. Any funds in excess of the amount may be moved to the Operating Reserves as designated by the Investment Management Committee and approved by the Board of Directors.
- b. The target amount for the Operating Reserves is designated at an amount equal to **three (3)** months of the Operating Budget. Operating Reserves shall be maintained at **twenty-five percent (25%)** of the annual operating budget. Any funds in excess of that amount may be moved to another fund as designated by the Investment Management Committee and approved by the Board of Directors.
(Revised 02/13)
- c. The Investment Management Committee will recommend to the Board of Directors the dollar amounts to be placed in the Short-Term and Long-Term Funds.
- d. The Board of Directors will have final approval of the dollar amounts placed in specific funds.
- e. Suspension of the Re-Invest program on all Raymond James accounts until final decision is made on the funding of the building addition. Adopted Sept. 14.

The services of an investment consultant may be sought to manage portions of OMCAR funds. The following procedure shall be followed to engage a new or replace a current investment consultant.

- a. The Investment Management Subcommittee will review candidate(s) and make a recommendation to the Board of Directors, who shall have final approval.

- b. The Investment Management Subcommittee will recommend the hiring or replacing of an investment consultant to the Board of Directors, who shall have the final approval.

Purpose:

Short-Term Funds - Investments of five (5) years or less

- **Purpose:** Funds for capital improvements and legal expenses, unanticipated expenses, improve the return on funds held over longer periods of time, manage investment risk.

Long-Term Funds Investments of more than five (5) years.

- **Purpose:** Ensuring the long term stability of the organization to the changing needs and priorities into the future. The Preservation of Capital.

Objectives.

- Use sound investment vehicles that are adequately diversified to limit exposure to changing economic conditions while combining that with timely market decisions and reasonable rate of return.
- Maintain sufficient liquidity to meet daily and projected cash needs of the organization.
- To optimize the investment returns within the constraints of the policy.
- Obtain the best possible return, yet safely maintain the association's investments on behalf of the members.
- Excess funds, interest earned (%) to be invested back into the membership and/or the community for purposes to be determined by the Board of Directors in accordance to the Strategic plan upon the recommendations of the Budget/Finance Committee.

Allowable Investments

- Checking accounts in the U.S. federally insured banks and savings and loans not to exceed federally insured amounts.
- Money market funds that invest in U.S. Government backed securities.
- Federally-insured certificates of deposit not to exceed \$250,000 per institution.
- Secured Risk – U.S. Government Treasury Notes and Bonds and mutual funds or other pool securities that invest in those notes and bonds.
- Minimal Risk – Notes or bonds, which are backed by the full faith and credit of U.S. Government agencies as well as mutual funds or other pooled securities that invest in those notes and bonds.
- Medium Risk – Corporate bonds should have an investment quality rating “A” or better. Mutual funds or other pooled securities should have an investment quality rating of Triple “B” or better, these holdings should not exceed more than 20% in high yield exposure. (Revised 05/17)
- Mutual Funds that invest in equities that are balanced in different sectors, not to exceed 20% of any brokerage account investments. (Revised 07/16)

Prohibited Investments

- Unregistered or restricted stock
- Private placements
- Initial Public Offering
- Options
- Futures Trading
- Short Sales
- Margin Trading

Appendix B Audit Policy

- To provide accounting and check signing processes all at Leadership Orientations.
- Numbered tickets to be used for all fund raising events to provide a better accounting process.
- Blank check policies established.
- All supplies are to be checked against the purchase receipts by two (2) separate staff, separate from the staff purchasing and signed records kept with invoice.
- All money deposits made daily, petty cash money is the responsibility of one person other than the A.E.
- When hiring relatives of employees or board members to include but not limited to contract labor, employees or part time help, any relationship to members of the Board of Directors or employees must be fully disclosed.
- Credit cards to have no points or credits associated with them for any additional costs, any gifts or credit earned by any credit cards belong to the MLS and are to be used as designated by sitting Board of Directors.
- All policies to be kept at MLS office, policies to maintained and updated annually.
- Accounting firm will prepare financial statements monthly. All bank reconciliations are to be completed by the accounting firm and also completed monthly.

INTERNAL FINANCIAL AUDIT CHECKLIST

Accounting Requirements

- Are proper books and records kept of all transactions?
- Do the accounts comply with requirements for external scrutiny in the standard of practice?
- Are accounts formally approved by OMCAR/MLS at an annual meeting?
- Are the Audit Committee Members provided with a set of the latest accounts annually?

Organizational Structure

- Is a plan held showing the Committee organizational structure?
- Are lines of authority and reporting laid down in writing and communicated to all Officers, Audit Committee Members and Staff?
- Is there segregation of tasks to provide automatic “double check?”
- Are all Staff and Leadership given proper training?
- Is professional advice taken where appropriate?

Budgets

- Are annual budgets prepared and approved by the Board to cover both income and expenditure?
- Is performance measured against budgets at regular intervals?

Postal Receipts

- Is incoming mail opened in the presence of 2 responsible people?
- Are all incoming checks and cash recorded daily?
- Are entries verified by someone other than the person making the entry?
- Is the security of unopened mail ensured?

Collection Income

- Are collections undertaken within legal requirements for collections?
- Are collections numbered and record kept of their allocation and return?
- Are all collections receipted and scanned?
- Are collections counted in the presence of the collector and a receipt given to the collector from a duplicate pad?
- Is dual control over accounting and recording in place?
- Is money paid directly into the appropriate bank account?

Fund-Raising Events or Campaigns (RPAC, Community Awareness, Affiliates Etc.)

- Are records maintained for each fund-raising event?
- Are comparable controls maintained for receipts as for other donation income?
- For ticket income is?
 - Tickets pre-numbered?
 - Records kept of all persons issued with tickets to sell, and which ticket numbers they have been allocated?
 - Records kept of which tickets sold?

- Reconciliations made of money received against tickets sold?
- Are similar records kept for sponsored (dinners, golf outings, auctions, etc.) events?

Banking and Custody Procedures

- Are incoming receipts banked promptly and regularly (at least daily)?
- Is the safe custody ensured for all valuables held on premises (3 keys)?
- Are keys of safe or cash box signed for?
- Is insurance held to cover contents of safe or cash box?
- Is all incoming money banked and no amounts held over for petty cash feeding/replenishment?
- Is a written statement of banking and custody procedures available to all staff and volunteers?
- Is money belonging to the Organization separately from that of any individual Officer/Staff member?
- Are there controls over receipt books issued by the Association?

Checks of Income Records

- Are regular checks made to ensure records are accurate?
- Are regular checks made to ensure no discrepancies between records?
- Are checks made by someone other than the original recording officer?
- Are any restrictions placed on donated income identified and observed?

Controls over Expenditures

- Are all expenditures properly authorized?
- Is there supporting documentation (receipts, etc.) required and maintained for all expenditures?
- Are checkbooks etc. kept in a secure place with access only by authorized persons?
- Is the preparation of payments undertaken by someone other than the authorizing officer?
- Is a written statement of policy and practice on payment procedures available to all staff and volunteers?

Controls over Purchases

- Are invoices checked against orders made?
- Is the quality and quantity of goods supplied checked against orders made?
- Is inventory of stock taken regularly?
- Are authority levels for placing orders documented?
- Are payments only made against original invoices?

Payment by Check

- Are you complying with any stipulation in the governing document about who can sign checks?
- Are there at least 2 signatories on the bank mandate?
- Is there a policy that a nominated signatory may not sign a check payable to themselves?
- Is there a policy of not signing blank checks?
- Is every effort made to minimize cash payments?
- Is all check expenditures recorded in QuickBooks and noted with the relevant check number?
- Are all stubs completed at time of payment?
- Are checks signed only with documentary evidence of the nature of the payment?
- Are monetary limits placed on any individual's check signing recorded in writing?

Petty Cash

- Are all payments by cash made from a petty cash account?
- Is petty cash drawn from the bank and not from incoming money?
- Do all payments have supporting documentation?
- Is supporting documentation authorized by someone other than the cashier or claimant?
- Are amounts of claim entered on a petty cash voucher?
- Are all payments noted in a petty cash spreadsheet?
- Are regular checks made of petty cash records by someone other than the cashier?

Staff and Wages/Salaries

- Are personnel records kept and held separately from wage records?
- Are wage/salary levels properly authorized and recorded?
- Are checks made to verify existence of employees?
- Are cash payments avoided wherever possible?
- If cash payments are made, are they paid out by someone other than the person making up the payroll and are they signed for by the person receiving?
- Is staff employed in compliance with state/federal regulations?
- Are background checks completed, particularly for staff assigned financial duties?

Control over Fixed Assets

- Is a fixed asset list prepared and updated regularly?

- Are assets checked regularly to ensure still in good repair and of use to the Department?
- Is the use of fixed assets reviewed annually (to ensure put to best use and serving the Department's interests)?

Investments

- Are full records held of all investments and records kept in a secure place?
- Has an investment policy been formulated?
- Is performance regularly reviewed?
- Is professional advice taken on selection or disposal of investments?
- Are statements of investment performance provided to a nominated officer or committee and regularly reviewed?
- Are investments diversified to prevent the failure of having a major impact?

Bank Accounts

- Are secure records held of all accounts?
- Are regular bank reconciliations carried out?
- Are instructions to pen or close accounts properly authorized and/or reported to the Board?
- Are checks made to ensure that there are no dormant accounts?
- Are bank statements regularly inspected by officers not assigned to bookkeeping duties?
- Are cross checks made between bank records and the income and expenditure records?

Travel Expense

- Are secure records held of all accounts?
- Are regular reconciliations carried out?
- Are instructions and policies checked prior to payment of expenses?
- Are checks made to the actual person or persons incurring the expense?
- Are Travel Policies clear and available for review?
- Are all receipts checked and verified by more than one person?

Payments by Credit Cards

- Credit card issued annually to President of OMCAR with \$5,000 limit?
- Credit card issued annually to President of MLS with \$5,000 limit?
- Credit card issued to AE of OMCAR with \$5,000 limit?
- Are credit card invoices reviewed for compliance and paid each month?
- Are credit cards ever used for personal expenses?
- Are personal expenses reimbursed monthly?

Appendix C

Assn/MLS Travel Policies Procedures and Guidelines

Requirements for completion to receive travel reimbursement:

- Date
- Signature
- Purpose and details of trip in the section provided
- Submission of reimbursement within 30 days from date of travel.
- Receipts
- Departure and arrival locations

Receipts - All cash and credit expenditures must be verified with copies of receipts attached to the expense form unless IRS per diem is used. Receipts for expenses paid by OMCAR on behalf of member must be submitted with Travel Reimbursement form, failure to provide receipts will result in member being invoiced for all undocumented expenses payable within 30 days. (Effective 04/13).

Photocopies and faxed receipts will be accepted and also scanned receipts and sending via email is acceptable.

In the event of a lost receipt, Members have the option of submitting a separate explanation for expenditures. These occurrences will be monitored so that the policy will not be abused. Expenditures submitted for reimbursement which are outside the current reimbursement policies will be adjusted and an explanation provided.

The Association may deduct expenses that are deemed beyond industry standards for a reasonable business expense.

Turnaround time for reimbursements – Processing reimbursements is typically 10 to 14 business days from the date of receipt by the Association, given there are no additional research requirements.

Authorization – Authorization must be given by the Board of Directors for any Officer, Director, Committee Chairman, Member or Employee to travel at the Association or MLS expense. Approval is given at the time the annual budget is prepared and adopted. Any travel authorization, other than that approved in the annual budget, and specified in the Bylaws, must come before the Board of Directors for approval. In the event a designated representative cannot attend, the President or the Board of Directors will appoint a substitute. **Florida Realtors® committee commitment form must be presented to A.E. prior to reservations being made, to confirm number of required nights stay for both Florida Realtors® Mid-Winter meeting and Annual Meeting and Trade Expo.**

*****Airfare – IRS required:** Reimbursed only with original receipt issued **by the Airline** at coach class rate with name and date of travel listed on receipt – **Electronic ticket purchasers have two options: (1) Request a receipt from the Airline at check in or (2) Submit any form of electronic ticket or itinerary that includes information showing that a credit card was charged, along with boarding pass, credit card statement showing the charge or substantiation that the travel did occur.** Frequent flyer miles may be used but must be accompanied by letter from airline or travel agency stating cost of flight if it had been booked at least 30 days before travel.

Lodging – actual cost of room plus tax (single room rate) at host hotel or reasonable rate for the area.

Overnight lodging is not paid when the meeting starts at or after 10 a.m. and adjourns by 4 p.m. As a matter of personal convenience, the Association will reimburse lodging costs if travel time exceeds 3 hours one way or commercial travel will not accommodate a 10 a.m. meeting. Lodging and/or other expenses prior to, during and after business meetings with guests or family members will be the total responsibility of the member. *A copy of hotel bill must be submitted for reimbursement.*

Meals – guidelines are as follows. Only one method can be used for the entire trip. (Assn/MLS daily allowance OR IRS per Diem)

Assn/MLS maximum daily allowance

Per day for all meals is \$125.00 (for members only)

Meal tips are to be included in the \$125 (tipping limited to 20%)

Per Diem, IRS Allowance (no receipts required) - \$39 total per day, plus incidentals (incidentals include all of day's tips) per Diem rates will adjusted depending on location and time of travel

Individual meals allowance is as follows: Breakfast \$40 Lunch: \$45 Dinner \$85

Parking, tolls, valet parking – actual cost (*parking meters only exception to receipt rule*)

Personal auto mileage reimbursement – A mileage log is available if multiple trips are reported on the same form. Owner of vehicle used is to be reimbursed at the current IRS allowable rate for actual mileage traveled, which must be indicated. Clearly indicate departure and arrival locations. Reimbursement in lieu of flying may not exceed cost of airline ticket. (Effective 04/13)

Rental Car & Gasoline Usage – actual costs of rental car including insurance coverage options exercised plus gasoline costs incurred with rental car usage during the rental period. Luxury or SUV rentals are not an allowable expense unless a detailed explanation is provided in the *purpose and details* section. Mileage can not be claimed along with car rental expenditures.

Taxi, airport limo, bus – actual cost plus tips up to 15% plus up to \$1.00 per bag for unusual number of bags

Telephone – all association related business calls are reimbursable

Tipping – allowances are as follows:

- room service – up to 20% (only if it is not automatically added to the bill)
- bellhop/porter – up to \$1.00 per bag
- room maid - \$3.00 per day per room
- Skycap – up to \$1.00 per bag

Other – Association related business activities that do not fall under specific expense categories listed on the form such as meeting & event registrations, postage, photocopies, etc. Reason for the expense must be noted in the *purpose and details section*.

Non-reimbursable expenditures

The following expenses are not normally reimbursed:

- Telephone calls not related to Association Business
- Personal entertainment (in-room movies, health club fees)
- Babysitting fees
- Purchase of books or magazines
- Alcohol Beverages
- In-room service Bars
- Laundry
- Personal attire
- Kennel fees

The Association and MLS shall provide for representation as needed/required at the following events:

District VII Conference (1 day)

President: Travel, registration/meals
President Elect: Travel, registration/meals
Vice President: Travel, registration/meals
Treasurer/Secretary: Travel, registration/meals
MLS President: Travel, registration/meals
MLS Vice President: Travel, registration/meals
MLS Treasurer/Secretary: Travel, registration/meals
Directors and FAR Directors: Travel, registration/meals
MLS Directors: Travel, registration/meals
A.E.: Travel, registration/meals
District VII Chairman: Travel, registration/meals (paid out of DVP account)
RPAC Chairman: Travel, registration/meals
Legislative Chairman: Travel, registration/meals

Special Called Meetings

President: Travel, registration, hotel, meals
MLS President: Travel, registration, hotels, meals
A.E.: Travel, registration, hotel, meals
Staff Education: Travel, registration, hotel, meals
(Special meeting attendees, requested by the President shall be reimbursed for hotel when necessary, mileage at IRS guidelines, meals.)

MLS Vendor User Group Meeting

MLS President: Travel, registration, hotel, meals
MLS Vendor Committee Chairman: Travel, registration, hotels, meals.

A.E.: Travel, registration, hotel, meals (Amended 2013)

Florida REALTORS® Mid-Winter Meeting (TBD)

President: Travel, hotel, meals
President Elect: Travel, hotel, meals
Vice President: Travel, hotel, meals
Treasurer/Secretary: Travel, hotel meals
MLS President: Travel, hotel, meals
MLS Vice President: Travel, hotel, meals
MLS Treasurer/Secretary: Travel, hotel, meals
Florida Realtors® Directors: Travel, hotel, meals
A.E.: Travel, hotel, meals
Assn. Directors: Travel, hotel, meals -currently serving on a minimum of two (2) Florida Realtors® committees.
MLS Directors: Travel, hotel, meals-currently serving on a minimum of two (2) Florida Realtors® committees.
Association Attorney: \$300
Florida Realtor® State Committee Chairman: Travel, hotel, meals

OMCAR Members: Travel, hotel, meals for primary OMCAR members currently serving on a minimum of two (2) Florida Realtors® committees and previously served on a minimum of three (3) OMCAR committees for the immediate prior two (2) years.

Legislative Days-Tallahassee (TBD)

President: Travel, registration, hotel*
President Elect: Travel, registration, hotel*
Vice-President: Travel, registration, hotel*
Secretary/Treasurer: Travel, registration, hotel*
MLS President: Travel, registration, hotel*
MLS Vice President: Travel, registration, hotel*
MLS Treasurer/Secretary: Travel, registration, hotel*
Florida Realtors® Directors: Travel, registration, hotel*
A.E.: Travel, registration, hotel*
RPAC Chairman: Travel, registration, hotel*
Legislative Chairman: Travel, registration, hotel*
State Committee member: Travel, registration, hotel*
*If attendance is required the day before, hotel accommodations will be included.

Florida Realtors® AE Education Retreat (TBD)

A.E.: Travel, registration, hotel, meals
Florida Realtors® Annual Meeting and Trade Expo (TBD)
President: Travel, registration, hotel, meals
President Elect: Travel, registration, hotel, meals
Vice President: Travel, registration, hotel, meals
Treasurer/Secretary: Travel, registration, hotel, meals
MLS President: Travel, registration, hotel, meals
MLS Vice President: Travel, registration, hotel, meals
MLS Treasurer/Secretary: Travel, registration, hotel, meals
Florida Realtor® Directors: Travel, registration, hotel, meals
A.E.: Travel, registration, hotel, meals
Assn. Directors: Travel, registration, hotel, meals-currently serving on a minimum of two (2) Florida Realtors® committees.
MLS Directors: Travel, registration, hotel meals-currently serving on a minimum of two (2) Florida Realtors® committees.
OMCAR Member: Travel, hotel, meals-primary OMCAR member currently serving on a minimum of two (2) Florida Realtors® committees and previously served on a minimum of three (3) OMCAR committees for the immediate prior two (2) years.

Florida Realtors® CEO Symposium (TBD)

President Elect: Travel, registration, hotel, meals
A.E.: Travel, registration, hotel, meals

Florida Realtors® Spokesperson Training

President Elect: Travel, registration

NATIONAL ASSOCIATION OF REALTORS®

Mid Year Meeting-Washington DC-May

President: Travel, registration, hotel, meals
President Elect: Travel, registration, hotel, meals
MLS President: Travel, registration, hotel, meals
A.E.: Travel, registration, hotel, meals
NAR Federal Political Coordinator (as appointed): Hotel*
NAR Director (TBD as elected): Travel, hotel*, meals
*Length of stay required by NAR

NAR Chicago Leadership Conference (TBD)

President Elect: Travel, meals (registration, hotel paid by NAR)
A.E.: Travel, meals (registration, hotel paid by NAR)

NAR Annual Conference (TBD)

President: Travel, registration, hotel, meals
President Elect: Travel, registration, hotel, meals
MLS Vice President: Travel, registration, hotel, meals
A.E.: Travel, registration, hotel, meals

Appendix D

RECIPROCAL ACCESS AGREEMENT

This agreement is hereby made and entered into by the following named Associations of REALTORS®:
REALTORS® Association of Citrus County, Inc.
&
Ocala/Marion County Association of REALTORS®, Inc.

PURPOSE

Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers; by which orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating Broker's performance as a procuring cause of the sale (or lease). In this Reciprocal Agreement both Associations agree to cooperate in sharing Multiple Listing Service information. Therefore, the blanket unilateral offers of compensation are extended to the Participants of each reciprocating Association. (Amended 04/09)

GEOGRAPHIC AREA

The geographic area served by this agreement shall be the area of the combined territorial jurisdiction to each signatory association assigned by the National Association of REALTORS®.

RIGHTS & RESPONSIBILITIES

The rights and responsibilities of the Associations that are parties to this agreement shall be as defined herein; provided, that said provisions are consistent with the rights, responsibilities and authority granted to each member association by its grant of Charter from the National Association, and contained in the Agreement to use the term REALTOR®" between each Associations and the National Association and further specified in the Constitution, Bylaws and Rules and Regulations of the National Association and the signatory Associations to this agreement.

LIAISON

The Liaisons shall consist of the Chairman of the MLS Committee and/or the President of the MLS Corporation or Association President along with the Association Executive of each respective association. The Liaisons shall have the primary responsibility of carrying out the overall intent and purpose of this agreement and shall coordinate the implementation of this agreement between the individual Associations. (Amended 04/09)

CODE OF ETHICS

"Strict observance of the Code of Ethics of the National Association of REALTORS® by Participants and Subscribers who are REALTORS® is required."

COMPLIANCE WITH THE MULTIPLE LISTING SERVICE POLICY

It is the intent of this agreement that each participating association's Multiple Listing Service shall be operated in compliance with the Multiple Listing Policy of the National Association of REALTORS®.



POLICIES AND PROCEDURES

1. It is understood and agreed between the Associations thereto that no act, admission, procedure or policy of any Party to this Agreement with respect to its activities or services provided shall be an act, admission, procedure or policy of the other Association.
2. MLS Participants of each Association must abide by the MLS Rules and Regulations of the Association in which the listing is filed.
3. Any MLS Participant in any Association signatory to this Agreement may file a listing in the MLS of the other Association provided:
 - a. The listing is filed on a form acceptable to the other Association.
 - b. The listing is to be accompanied by the other Association's property data input form.
 - c. The required listing fields are completed and the required filing fee is paid.
4. Determining jurisdiction for the conduct of arbitration hearings:

Absent an interboard arbitration agreement directing otherwise, the following factors determine the appropriate Association to conduct arbitration hearings in instances where parties hold membership in more than one Board or MLS (Revised 11/02)

 - Where all parties hold REALTOR® membership or hold MLS participatory rights under the universal access to services component of Board (Association) of Choice in only one Association, that Association shall conduct the arbitration.
 - Where all parties hold REALTOR® membership or hold MLS participatory rights under the universal access to services component of Board (Association) of Choice in the same two (or more) Associations. Arbitration will be conducted by the Association in which the property giving rise to the dispute is located. If the property is not within the jurisdiction of either Association, the Association in which the arbitration request is filed will conduct the arbitration.
 - Where all parties do not hold membership in the same Association, and do not have MLS participatory rights under the universal access to services component of Board (Association) of Choice through the same Association, complainants may, at their discretion, invoke interboard arbitration or alternatively, file arbitration requests with any Board in which the Respondent holds REALTOR® membership or holds MLS participatory rights under the universal access to services component of Board (Association) of Choice. Pursuant to this provision, Associations must provide arbitration services in circumstances where it is determined by the Grievance Committee that an arbitrable dispute exists and the dispute is subject to mandatory arbitration. (Revised 11/00)
5. Any MLS participant of one Association may subscribe to computer services of the other Association. Any MLS participant wishing to subscribe to such service must agree to pay the fees required by that Association. The Participant will be responsible for payment of any fees to access the other association's computer system if applicable. (Amended 04/09)

6. MLS Participants utilizing any portion of the other Association's MLS service (listing, computer access and/or lockbox) will be subject to any fines specified in the providing Association's MLS Rules and Regulations or other MLS directives.

WITHDRAWAL FROM AGREEMENT

All Associations signatory to this Agreement may withdraw from this Agreement upon thirty (30) days written notice to the other Association.

This Reciprocal Access Agreement supersedes and cancels all other previously existing Reciprocal Access Agreements written, verbal or otherwise.

REALTOR® Association of Citrus County, Inc.

Ocala/Marion County Association of REALTORS®, Inc.

Cheryl Lambert
Citrus County President

Carla Lord
Ocala MLS President

October 22, 2013
Date

October 16, 2013
Date

CITRUS COUNTY / OCALA-MARION COUNTY RECIPROCAL

I hereby request participation in the Citrus County/Ocala-Marion MLS under the Reciprocal agreement and I hold primary or secondary membership in the REALTORS® Association of Citrus County and/or Ocala-Marion County Association of REALTORS®. I agree to abide by the MLS Rules and Regulations of both the Citrus County and the Ocala-Marion County.

I UNDERSTAND THAT THE MLS EXISTS FOR PRINCIPAL BROKERS AND CERTIFIED APPRAISERS TO EXCHANGE OFFERS OF COOPERATION AND COMPENSATION ON LISTINGS AND THAT NEITHER I, NOR ANY OF MY LICENSEES, MAY SELL, LEASE, EXCHANGE, TRANSMIT OR OTHERWISE DISSEMINATE DATA ON ACTIVE LISTINGS OR STATISTICAL OR LISTING COMPILATIONS BASED ON THAT DATABASE, TO THE GENERAL PUBLIC CONTRARY TO THE MLS RULES AND REGULATIONS.

I hereby indemnify the Citrus County & Ocala-Marion County Multiple Listing Service and agree to hold said association harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees and from liability owed to any person arising from a broker or certified appraiser's negligence.

I understand that the listing form must have all the required areas completed and must be signed by the broker and sellers.

I also understand that this agreement does not give me access to add or change listings.

Reciprocal Listings:

Citrus County and Ocala-Marion County MLS will load listings for a fee of \$50 per listing until the listing is either expired or sold. No charge for changes.

MLS Access:

There will be no charge to any Participant or Subscriber to access the MLS service of the Association in which they do not currently have participatory rights. This access will be accomplished thru a single sign on in the MLS system in which they currently hold participatory rights.

Key Purchase for access to Citrus County system:

Upon completion of Key Access Request Form, Agent's key will be programmed for Citrus County. (Revised 10/2013).

Key Purchase for access to Ocala-Marion County system:

Upon completion of Key Access Request Form, Agent's key will be programmed for Marion County. (Revised 10/2013)

Lock box Purchase:

Lockboxes may be obtained through purchase. Contact Association for cost. (Revised 10/2013)

MLS Participant- Please Print

MLS Participant- Signature

Firm Name

Phone #

Fax #

Address

City

State

Zip

Board/Association Name

Phone #

Please fax or email to your Association for authorization

Signature

Date

Appendix E Gainesville Reciprocal

Multiple Listing Service Reciprocal Access Agreement

This RECIPROCAL AGREEMENT made and entered into by and between the Gainesville Multiple Listing, Inc. (wholly owned by the Gainesville-Alachua County Association of REALTORS®) and the Ocala Multiple Listing Service, Inc. (wholly owned by the Ocala/Marion County Association of REALTORS®) as of the dates and signatures herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a separately incorporated Multiple Listing Service (“MLS”) wholly owned by an Association of REALTORS®, and

WHEREAS, the MLS’s occasionally have principal brokers (“Participants”) and affiliated licensees who wish to market their active listings through Participants in the area served by the Reciprocating Party or otherwise cooperate in sales in those areas, and

WHEREAS, it is in the best interest of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of listing information and facilities between the Participants of the Reciprocating Parties, and

WHEREAS, each Reciprocating Party has its own rules and regulations for operating its Multiple Listing Service and causes to be published in writing, or through computer, or both each of the listings taken by Participants, and

WHEREAS, each MLS operates under the policies and procedures of the National Association of REALTORS® and each Board/Association of REALTORS® do not fix, control, recommend, or maintain commissions or commission splits, and

WHEREAS, each Reciprocating Party wishes to establish a mutual understanding and uniform set of rules for the implementation of the undertakings between them.

NOW, THEREFORE in consideration of the premises, the parties agree as follows:

1. **Responsibilities:** Each Reciprocating Party agrees to cooperate in sharing Multiple Listing Service information with their Participants, pursuant to the following stipulations:
 - 1.1 **Qualifications for Access:** To be entitled to services under this Agreement, the Participant or their affiliated licensees must hold a valid Florida real estate license or be a licensed, certified and registered appraiser, and be a Participant or affiliated with a Participant in good standing with one of the Multiple Listing Services who is a party to this Agreement.
 - 1.2 **Rules and Regulations:** All MLS Participants (as defined by the National Association of REALTORS®) of each Reciprocating Party, and their affiliated licensees, must abide by the Multiple Listing Rules and Regulations of the other Reciprocating Party through which the listed property is filed.

- 1.3 MLS Rules and Regulations Complaints: Complaints alleging violations by any Participant or affiliated licensee of the Rules and Regulations of any MLS in which the Participant has a listing filed shall be heard in accordance with that Service's rules and regulations.
- 1.4 Arbitration/Mediation: Participants of each Reciprocating Party are required to mediate or arbitrate their business disputes with Participants of the other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as set forth in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.
- 1.5 Jurisdiction: Business disputes involving mediation or arbitration between Participants who are both Participants in the same Reciprocating Parties' MLS shall be processed by that Board/Association having administrative jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.
- 1.6 Participant Responsibility: Participants of the Reciprocating Party are responsible and accountable for the actions of all their affiliated licensees and administrative staff.
- 1.7 Enforcement: Each Party to this agreement shall ensure that their respective Bylaws and MLS Rules and Regulations provide for the enforcement of this Agreement and imposition of penalties for noncompliance, and that their Association and MLS governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®. Further, in accordance with guidance from the Florida and National Association of REALTORS®, both MLS's shall have incorporated into their MLS Rules and Regulations those applicable portions of the Code of Ethics which ensures compliance by non-REALTORS® Participants.
- 1.8 Applicability: This Agreement shall in no way affect any current or future reciprocal MLS agreements between and among any of the Parties to this Agreement, or between Parties to this Agreement and Boards/Associations not party to this Agreement. In those cases, it shall apply only to dealings between the Participants and Boards/Associations covered by those agreements and any Board/Associations outside that special reciprocal.
- 1.8 Reciprocating Party Autonomy: Each Party to this Agreement is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations, fees and fine structures that is deems appropriate in implementing the terms of this Agreement.

2. Reciprocity

- 2.1 Initial Listing: At their option, the Reciprocating Party may require that their Participants initially file their listing in that MLS, before placing it in the MLS of the Reciprocal Party.

- 2.2 Procedure for Listing: Any Participant of a Reciprocating Party may place occasional individual listings in the MLS of the other Reciprocating Party, without being required to join that MLS as a Participant
- 2.2.1 In terms of this Agreement, "occasional" is defined as the lesser of fifty (50) individual listings or twenty five percent (25%) of a Participant's total active listings at time of submission which may be placed at any one time in the Reciprocating Party's MLS. This limitation may be waived or modified by a Reciprocating Party upon adoption of a local party resolution.
- 2.2.2 The listing shall be placed on the Reciprocating MLS's listing data form acceptable to that MLS and shall be accompanied by payment of the other Reciprocating Party's applicable load fee. The fees and forms for such listings are subject to change from time to time as determined by each Party.
- 2.2.3 At its option, the Participant's primary MLS may:
1. require the listing form and payments to be filed through it for forwarding to the Reciprocating Party's MLS
 2. establish separate administrative and processing arrangements individually with the other Reciprocating Party, or
 3. may allow its Participants to place listings directly with the Reciprocating Party's MLS without notification to their Primary MLS.
- 2.3 Unilateral Offer of Cooperation: By filing a listing with their primary MLS, or with the reciprocating Party's MLS, a Participant is extending an offer of cooperation and compensation, on those same terms and conditions via this agreement to the Participants of the other Reciprocating Party who will accept the relationship and the terms, if any, of compensation being offered, in accordance with the Standards of Practice for cooperation as contained in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® and the Standards of Conduct for MLS Participants as contained in the MLS Rules and Regulations of each Reciprocating Party.
- 2.4 Reciprocal On-Line Data Base Access/Additional Databases: This Agreement does not provide for reciprocal access to a Reciprocating Party's MLS active listing database, tax rolls, deed transfers, new home, rental properties or other additional data bases which may be maintained or controlled by each Reciprocating Party, which information shall be deemed confidential and proprietary to each respective MLS.
- 2.5 Reporting of Sales: To ensure database uniformity and statistical integrity, sales of properties will be reported only in the statistical compilation of that MLS in which the property is located. To this end, Reciprocal Listings reported as sold will be coded as "Withdrawn" or other similar coding so as to not affect the integrity of the Reciprocating Party's statistical compilations and preclude double counting in FAR's statewide statistics.
- 2.6 Lock Box Access: All MLS Participants (as defined by the National Association of REALTORS®) of each Reciprocating Party, and their affiliated licensees, of any

Reciprocating Party or Board/Association represented by the Parties to this Agreement, may be afforded participation in, or access to, its lock box system and/or services in accordance with that Party's or Board/Association's policies and procedures and at such rates and under such restrictions as it may establish from time to time. Participants afforded such access shall abide by all the rules, regulations and procedures of that Parties' lock box service.

3. Governance

3.1 Representation: Each MLS who is a Party to this Agreement will govern itself without any input from the Reciprocating Party, nor will the Reciprocating Party have a voice/vote in the operations of the Reciprocating Party's MLS.

3.2 Amendments: This Agreement may be amended from time to time with mutual approval of each MLS, but subject to compliance with the policies of the Florida and National Association of REALTORS®.

4. **Withdrawal**: Any Party to this Agreement may terminate this agreement, upon thirty (30) days written notice, furnished either in writing (certified mail) or facsimile or e-mail transmission to the principal place of business of the other Party. Upon termination of this Agreement for any reason no further listings shall be posted in either MLS system, but those listings already in the systems shall remain in the systems for the remaining terms of the listings with no extensions being permitted. During the period of time following termination while active listings of a Reciprocating Party are still in the other Reciprocating Party's MLS system, the terms and conditions of this Agreement shall remain in full force and effect with regard to such listings. Notice of withdrawal or termination of this Agreement shall be furnished to each party to their respective Participants.

5. **Terms of This Agreement**: This Agreement shall be in effect for one (1) year from the date hereof, and shall automatically renew for additional one (1) year terms thereafter unless a Party elects to terminate this Agreement by written notification to the other Party prior to the end of any one (1) year term.

The Gainesville Multiple Listing, Inc., and the Ocala Multiple Listing Service, Inc. agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated below:

Sheryl W Patrick
Authorized Signature
President
Title
8-1-07
Date

Gainesville Multiple Listing, Inc.
1750 NW 80th Blvd.
Gainesville, FL 32606

Chris O'Neal
Authorized Signature
Pres O'Neal-MLS
Title
8/1/07
Date

Ocala Multiple Listing Service, Inc.
3105 NE 14th St.
Ocala, FL 32670

Appendix F West Volusia Key Reciprocal Agreement

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the West Volusia Association of REALTORS®, Inc. and the Ocala/Marion County Association of REALTORS® (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter "members"), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:


1. **Responsibilities:** The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other's members at no cost to the other Party or to their respective members, pursuant to the following stipulations:
 - 1.1 **Lockbox Service Rules and Regulations:** All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 **Code of Ethics Complaints & Arbitration/Mediation Requests:** Complaints alleging violations by any member of the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®.
 - 1.3 **Arbitration/Mediation:** Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of the other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.

- 1.4 Jurisdiction: Mediations or arbitrations between members who both are members of both Reciprocating Parties' MLSs shall be processed by that Association having administrative jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.
- 1.5 Member Responsibility: Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended, and none shall be created, by this Agreement.
- 1.6 Enforcement: The Reciprocating Parties shall ensure that their respective Bylaws and Policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.8 Reciprocating Party Autonomy: Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations, and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. Amendments. This Agreement may be amended from time to time with the agreement of the Reciprocating Parties, but subject to the compliance with the policies of the Florida and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida and National Association of REALTORS®, as amended from time to time, shall be deemed modified and controlled by said policies.
3. Qualifications for Access. To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser, and be a REALTOR® member in good standing of at least one of the Reciprocating Parties.
4. Withdrawal. Any Party may terminate and withdraw from this Agreement upon ninety (90) days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. Terms of This Agreement. This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated hereon:

 *President 4/27/11*

 Authorized Signature Date
 Ocala/Marion County Association of REALTORS®



 Authorized Signature Date
 West Volusia Association of REALTORS®, Inc.

Appendix G

Osceola Key Reciprocal Agreement

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the Osceola County Association of REALTORS®, Inc. and the Ocala/Marion County Association of REALTORS® (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter “members”), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

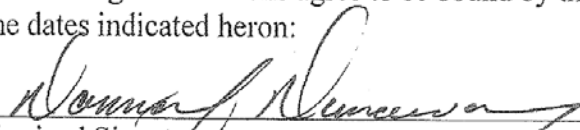
WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

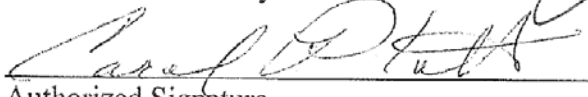
NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Responsibilities: The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other’s members at no cost to the other Party or their respective members, pursuant to the following stipulations
 - 1.1 Lockbox Service Rules and Regulations: All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 Code of Ethics Complaints & Arbitration/Mediation Requests: Complaints alleging violations by any member of the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®
 - 1.3 Arbitration/Mediation: Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of the other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.

- 1.4 Jurisdiction: Mediations or arbitrations between members who both are members of both Reciprocating Parties' MLSs shall be processed by that Association having administrative jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.
- 1.5 Member Responsibility: Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended and none shall be created, by this Agreement.
- 1.6 Enforcement: The Reciprocating Parties shall ensure that their respective Bylaws and Policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.7 Reciprocating Party Autonomy: Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. Amendments: This Agreement may be amended from time to time with the agreement of the Reciprocating Parties, but subject to the compliance with the policies of the Florida and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida and National Association of REALTORS®, as amended from time to time, shall be deemed modified and controlled by said policies.
3. Qualifications for Access: To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser and be a REALTOR® member in good standing of a least one of the Reciprocating Parties.
4. Withdrawal: Any Party may terminate and withdraw from this Agreement upon ninety (90) days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. Terms of This Agreement: This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated heron:


 _____ 8-18-11
 Authorized Signature Date
 Ocala/Marion County Association of REALTORS®


 _____ 8-11-2011
 Authorized Signature Date
 Osceola County Association of REALTORS®

Appendix H

Hernando Association Key Reciprocal & Data Share Agreement

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the Hernando County Association of REALTORS®, Inc. and the Ocala/Marion County Association of REALTORS® (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter “members”), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Responsibilities: The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other’s members at no cost to the other Party or their respective members, pursuant to the following stipulations
 - 1.1 Lockbox Service Rules and Regulations: All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 Code of Ethics Complaints & Arbitration/Mediation Requests: Complaints alleging violations by any member if the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®
 - 1.3 Arbitration/Mediation: Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.

- 1.4 **Jurisdiction:** Mediations or arbitrations between members who both are members of both Reciprocating Parties' MLSs shall be processed by that Association having administrative jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.
- 1.5 **Member Responsibility:** Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended and none shall be created, by this Agreement.
- 1.6 **Enforcement:** The Reciprocating Parties shall ensure that their respective Bylaws and policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.7 **Reciprocating Party Autonomy:** Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. **Amendments:** This Agreement may be amended from time to time with the agreement of the Reciprocating Parties, but subject to the compliance with the policies of the Florida and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida and National Association of REALTORS®, as amended from time to time, shall be deemed modified and controlled by said policies.
3. **Qualifications for Access:** To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser and be a REALTOR® member in good standing of a least one of the Reciprocating Parties.
4. **Withdrawal:** Any Party may terminate and withdraw from this Agreement upon ninety (90) days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. **Terms of This Agreement:** This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated heron:

[Signature]
 Authorized Signature
 Ocala/Marion County Association of REALTORS®

January 7, 2015
 Date

[Signature]
 Authorized Signature
 Hernando County Association of REALTORS®

January 7, 2015
 Date

RECIPROCAL ACCESS AGREEMENT

This agreement is hereby made and entered into by the following named Associations of REALTORS®:
Hernando Association of REALTORS®

&

Ocala/Marion County Association of REALTORS®, Inc.

PURPOSE

Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers; by which orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating Broker's performance as a procuring cause of the sale (or lease). In this Reciprocal Agreement both Associations agree to cooperate in sharing Multiple Listing Service information. Therefore, the blanket unilateral offers of compensation are extended to the Participants of each reciprocating Association.

GEOGRAPHIC AREA

The geographic area served by this agreement shall be the area of the combined territorial jurisdiction to each signatory association assigned by the National Association of REALTORS®.

RIGHTS & RESPONSIBILITIES

The rights and responsibilities of the Associations that are parties to this agreement shall be as defined herein; provided, that said provisions are consistent with the rights, responsibilities and authority granted to each member association by its grant of Charter from the National Association, and contained in the Agreement to use the term REALTOR®" between each Associations and the National Association and further specified in the Constitution, Bylaws and Rules and Regulations of the National Association and the signatory Associations to this agreement.

LIAISON

The Liaisons shall consist of the President of the MLS Corporation or Association President along with the Association Executive of each respective association. The Liaisons shall have the primary responsibility of carrying out the overall intent and purpose of this agreement and shall coordinate the implementation of this agreement between the individual Associations.

CODE OF ETHICS

"Strict observance of the Code of Ethics of the National Association of REALTORS® by Participants and Subscribers who are REALTORS® is required."

COMPLIANCE WITH THE MULTIPLE LISTING SERVICE POLICY

It is the intent of this agreement that each participating association's Multiple Listing Service shall be operated in compliance with the Multiple Listing Policy of the National Association of REALTORS®.



POLICIES AND PROCEDURES

1. It is understood and agreed between the Associations thereto that no act, admission, procedure or policy of any Party to this Agreement with respect to its activities or services provided shall be an act, admission, procedure or policy of the other Association.
2. MLS Participants of each Association must abide by the MLS Rules and Regulations of the Association in which the listing is filed.
3. Any MLS Participant in any Association signatory to this Agreement may file a listing in the MLS of the other Association provided:
 - a. The listing is filed on a form acceptable to the other Association.
 - b. The listing is to be accompanied by the other Association's property data input form.
 - c. The required listing fields are completed and the required filing fee is paid.
4. Determining jurisdiction for the conduct of arbitration hearings:

Absent an interboard arbitration agreement directing otherwise, the following factors determine the appropriate Association to conduct arbitration hearings in instances where parties hold membership in more than one Board or MLS (Revised 11/02)

 - Where all parties hold REALTOR® membership or hold MLS participatory rights under the universal access to services component of Board (Association) of Choice in only one Association, that Association shall conduct the arbitration.
 - Where all parties hold REALTOR® membership or hold MLS participatory rights under the universal access to services component of Board (Association) of Choice in the same two (or more) Associations. Arbitration will be conducted by the Association in which the property giving rise to the dispute is located. If the property is not within the jurisdiction of either Association, the Association in which the arbitration request is filed will conduct the arbitration.
 - Where all parties do not hold membership in the same Association, and do not have MLS participatory rights under the universal access to services component of Board (Association) of Choice through the same Association, complainants may, at their discretion, invoke interboard arbitration or alternatively, file arbitration requests with any Board in which the Respondent holds REALTOR® membership or holds MLS participatory rights under the universal access to services component of Board (Association) of Choice. Pursuant to this provision, Associations must provide arbitration services in circumstances where it is determined by the Grievance Committee that an arbitrable dispute exists and the dispute is subject to mandatory arbitration. (Revised 11/00)
5. Any MLS participant of one Association may subscribe to computer services of the other Association. Any MLS participant wishing to subscribe to such service must agree to pay the fees required by that Association. The Participant will be responsible for payment of any fees to access the other association's computer system if applicable.
6. MLS Participants utilizing any portion of the other Association's MLS service (listing, computer access and/or lockbox) will be subject to any fines specified in the providing Association's MLS Rules and Regulations or other MLS directives.

WITHDRAWAL FROM AGREEMENT

All Associations signatory to this Agreement may withdraw from this Agreement upon thirty (30) days written notice to the other Association.

This Reciprocal Access Agreement supersedes and cancels all other previously existing Reciprocal Access Agreements written, verbal or otherwise.

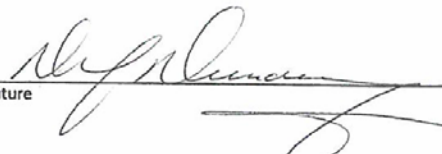
Hernando Association of REALTORS®

Ocala/Marion County Association of REALTORS®, Inc.

CHUCK MORTON
President

DOUNAH J. DUNAWAY
President


Signature


Signature

April 8, 2015
Date

MAR 26, 2015
Date

Effective 01/2015

Appendix I

Daytona Beach Area Association Key Reciprocal Agreement



Daytona Beach Area
ASSOCIATION OF REALTORS®

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the Daytona Beach Area Association of REALTORS®, Inc. and the Ocala Marion County Association of REALTORS, (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter “members”), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. **Responsibilities:** The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other’s members at no cost to the other Party or to their respective members, pursuant to the following stipulations:
 - 1.1 **Lockbox Service Rules and Regulations:** All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 **Code of Ethics Complaints & Arbitration/Mediation Requests:** Complaints alleging violations by any member of the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®.
 - 1.3 **Arbitration/Mediation:** Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of the other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.

- 1.4 **Jurisdiction:** Mediations or arbitrations between members who both are members of both Reciprocating Parties' MLSs shall be processed by that Association having administrative jurisdiction pursuant to the National Association of REALTORS® policies over the area in which the property is located.
- 1.5 **Member Responsibility:** Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended, and none shall be created, by the Agreement.
- 1.6 **Enforcement:** The Reciprocating Parties shall ensure that their respective Bylaws and Policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.7 **Reciprocating Party Autonomy:** Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations, and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. **Amendments.** This Agreement may be amended from time to time with the agreement of the Reciprocating parties, but subject to the compliance with the policies of the Florida and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida and National Associations of REALTORS®, as amended from time to time, shall be deemed modified and controlled by said policies.
3. **Qualifications for Access.** To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser, be associated with an MLS Participant of and be a REALTOR® member in good standing of at least one of the Reciprocating Parties.
4. **Withdrawal.** Any party may terminate and withdraw from this Agreement upon ninety (90) days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. **Terms of this Agreement.** This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

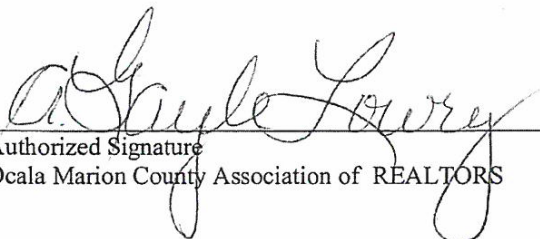
The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated hereon:



 Authorized Signature
 Daytona Beach Area Association of REALTORS®, Inc.

5/16/15

 Date



 Authorized Signature
 Ocala Marion County Association of REALTORS

April 30, 2015

 Date

Appendix J Pinellas Realtor® Organization Lockbox Key Reciprocal

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the Pinellas Realtor® Organization and the Ocala/Marion County Association of REALTORS®/Ocala Multiple Listing Service, Inc. (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter “members”), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

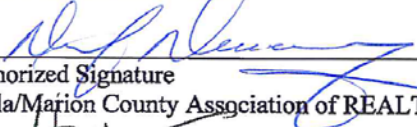
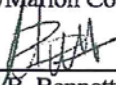
WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. **Responsibilities:** The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other’s members at no cost to the other Party or their respective members, pursuant to the following stipulations
 - 1.1 **Lockbox Service Rules and Regulations:** All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 **Code of Ethics Complaints & Arbitration/Mediation Requests:** Complaints alleging violations by any member if the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®
 - 1.3 **Arbitration/Mediation:** Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.

- 1.4 **Jurisdiction:** Mediations or arbitrations between members who both are members of both Reciprocating Parties' MLSs shall be processed by that Association having administrative jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.
- 1.5 **Member Responsibility:** Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended and none shall be created, by this Agreement.
- 1.6 **Enforcement:** The Reciprocating Parties shall ensure that their respective Bylaws and policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.7 **Reciprocating Party Autonomy:** Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. **Amendments:** This Agreement may be amended from time to time with the agreement of the Reciprocating Parties, but subject to the compliance with the policies of the Florida and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida and National Association of REALTORS®, as amended from time to time, shall be deemed modified and controlled by said policies.
3. **Qualifications for Access:** To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser and be a REALTOR® member in good standing of a least one of the Reciprocating Parties.
4. **Withdrawal:** Any Party may terminate and withdraw from this Agreement upon ninety (90)days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. **Terms of This Agreement:** This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated heron:

 Authorized Signature Ocala/Marion County Association of REALTORS®	7/09/15 Date
 David B. Bennett, CAE President & CEO Pinellas Realtor® Organization	7/8/2015 Date

Appendix K Reciprocal Lockbox Access Agreement with New Smyrna Beach Board of REALTORS®, Inc.

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the Ocala/Marion County Association of REALTORS® and the New Smyrna Beach Board of REALTORS®, Inc., (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter “members”), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other’s members at no cost to the other Party or to their respective members, pursuant to the following stipulations:
 - 1.1 Lockbox Service Rules and Regulations: All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 Complaints alleging violations by any member of the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®.
 - 1.3 Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of the other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.
 - 1.4 Jurisdiction: Mediations or arbitrations between members who both are members of both Reciprocating Parties’ MLSs shall be processed by the Ocala/Marion County Association of REALTORS® and the New Smyrna Beach Board of REALTORS®, Inc. (the Reciprocating Parties) as of the dates of signature herein subscribed.

jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.

- 1.5 Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended, and none shall be created, by this Agreement.
- 1.6 **Enforcement:** The Reciprocating Parties shall ensure that their respective Bylaws and Policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.8 Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations, and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. **Amendments.** This Agreement may be amended from time to time with the agreement of the Reciprocating Parties, but subject to the compliance with the policies of the Florida Realtors® and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida Realtors® and National Association of Realtors, as amended from time to time, shall be deemed modified and controlled by said policies.
3. To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser, and be a REALTOR® member in good standing of at least one of the Reciprocating Parties.
4. **Withdrawal.** Any Party may terminate and withdraw from this Agreement upon ninety (90) days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated hereon:

Authorized Signature
New Smyrna Beach Board of REALTORS®, Inc.

Date

Authorized Signature
Ocala/Marion County

E
of REALTORS®

10
Date

Appendix L

Reciprocal Key and Data Share Access with NEFAR AND NEFARMLS

RECIPROCAL ACCESS AGREEMENT

This Reciprocal Access Agreement ("Agreement") is made and entered into among the following named Associations of REALTORS® and Multiple Listing Services: Ocala/Marion County Association of REALTORS®, Inc., Ocala/Marion County Multiple Listing Service, Inc. Northeast Florida Association of REALTORS®, Inc. and the Northeast Florida Multiple Listing Service, Inc. (the "parties"). In consideration of the mutual promises contained herein, the parties agree as follows:

PURPOSE

Multiple Listing Service (MLS) is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable customers; by which orderly correlation and dissemination of listing information so Participants and Subscribers may better serve their clients and the public. Entitlement to compensation is determined by the cooperating Broker's performance as a procuring cause of the sale (or lease). In this Reciprocal Access Agreement both Associations agree to cooperate in sharing Multiple Listing Service Information. Therefore, the blanket unilateral offers of cooperation and compensation are extended to the Participants and Subscribers of each Multiple Listing Service (MLS). Per this Agreement the parties agree to permit Participants and Subscribers of its MLS to have access to each other's MLS system.

RIGHTS & RESPONSIBILITIES

The rights and responsibilities of the parties to this Agreement shall be as defined herein, provided, that said provisions are consistent with the rights, responsibilities and authority granted to each Association and MLS by its grant of Charter from the National Association of REALTORS® and further specified in the Constitution, Bylaws and Rules and Regulations of the National Association of REALTORS® and the parties to this agreement.

LIAISON

Liaisons shall consist of the President of each of the parties and the executive officer of each of the parties. The Liaisons shall have the primary responsibility of carrying out the overall intent and purpose of this Agreement and shall coordinate the implementation of this Agreement.

CODE OF ETHICS and MLS Standards of Conduct

Strict observance of the Code of Ethics of the National Association of REALTORS® by Participants and Subscribers who are REALTORS® and of MLS standard of conduct of all Subscribers is required.

COMPLIANCE WITH THE MULTIPLE LISTING SERVICE POLICY

It is the intent of this Agreement that both Multiple Listing Services shall be operated in compliance with the Multiple Listing Policy of the National Association of REALTORS®.

1. It is understood and agreed between the parties thereto that no act, admission, procedure or policy of any party to this Agreement with respect to its activities or services provided shall be an act, admission, procedure or policy of any other party.
2. MLS Participants and Subscribers must abide by the MLS Rules and Regulations of the MLS in which the listing is filed.
3. Any MLS Participant or Subscriber of either MLS may file a listing in the MLS of the other MLS provided:
 - a. This listing is entered in a format or filed on a form acceptable to the other MLS.
 - b. If entered by staff, the listing is to be accompanied by the MLS's property data input form.
 - c. The required listing fields are completed and the required filing fee is paid.
 - d. The Subscriber name on the listing must be the same as entered in the Subscriber's primary MLS.
4. Determining jurisdiction for the conduct of arbitration hearings:

Absent an interboard arbitration agreement directing otherwise, the following factors determine the appropriate Association to conduct arbitration hearings in instances where Participants or Subscribers hold membership in more than one of the parties to this Agreement.

 - Where all parties hold REALTOR® membership or hold MLS participatory rights under the universal access to services component of Board (Association) of Choice in only one Association, that Association shall conduct the arbitration.
 - Where all parties hold REALTOR® membership or hold MLS participatory rights under the universal access to services component of the Board (Association) of Choice in the same two Associations, arbitration will be conducted by the Association (or MLS) in which the property giving rise to the dispute is listed.
 - Where all parties do not hold membership in the same Association, and do not have MLS participatory rights under the universal access to services component of Board (Association) of Choice through the same Association, complaints may, at their discretion, invoke interboard arbitration or alternatively, file arbitration requests with any Board (Association) or MLS in which the Respondent holds REALTOR® membership or holds MLS participatory rights, under the universal access to services component of Board (Association) of Choice. Pursuant to this provision, the parties must provide the arbitration services in circumstances where it is determined by the Grievance Committee (or the MLS) that an arbitrable dispute exists and the dispute is subject to mandatory arbitration. Any MLS Participant or Subscriber may subscribe to the electronic services of the other MLS. Any MLS Participant or Subscriber wishing to subscribe to such service must agree to pay the fees required by that MLS. The Participant or Subscriber will be responsible for payment of any fees to access the other Association's computer system if applicable.
5. MLS Participants or Subscribers utilizing any portion of the other MLS or Association service (listing, computer access and/or lockbox) will be subject to any fines specified in the providing entity's directives.
6. Reciprocal participation does not provide voting rights or rights to Participants or Subscribers in committees or board of directors of any of the parties.

7. The Northeast Florida Association of Realtors, Inc. controls the lockbox system in its jurisdiction and the Ocala/Marion County Multiple Listing Service, Inc. controls the lockbox system in its jurisdiction. The Northeast Florida Association of Realtors, Inc. agrees to provide lockbox system access to the Realtor Subscribers and Participants in the Ocala/Marion County Multiple Listing Service, Inc. and to the approved affiliate members of the Ocala/Marion County Association of Realtors, Inc. The Ocala/Marion County Multiple Listing Service, Inc. agrees to provide lockbox system access to the Realtor Members and approved affiliate members of the Northeast Florida Association of Realtors, Inc. For both entities there shall be no additional cost if the recipient of the lockbox system key service maintains a current Supra lockbox key access with the other entity or their primary association or MLS.

WITHDRAWAL FROM AGREEMENT and Notices:

All parties to this Agreement may withdraw from this Agreement upon thirty (30) days written notice to the other parties.

This Agreement supersedes and cancels all other previously existing Reciprocal Access Agreements written, verbal or otherwise.

Northeast Florida Association of REALTORS®, Inc.

Ocala/Marion County Association of REALTORS, Inc.

TERREN P. NEWBERRY
President:

R. Dale Barron
President:

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Date: 9-8-16

Date: 9/16/16

Northeast Florida Multiple Listing Service, Inc.

Ocala/Marion County Multiple Listing Service, Inc.

MARK ROSENER
President:

Judgy A Ray
President:

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Date: 9-8-16

Date: 9/16/16

Revised: 08/16/2016

Appendix M

West Pasco Board of Realtors® Key Reciprocal

Reciprocal Lockbox Access Agreement

THIS AGREEMENT is made and entered into by and between the **West Pasco Board of Realtors®** and the **Ocala/Marion County Association of REALTORS®/Ocala Multiple Listing Service, Inc.** (the Reciprocating Parties) as of the dates of signature herein subscribed.

WITNESSETH

WHEREAS, each Reciprocating Party is a local Board/Association of REALTORS® which operates a lockbox service for its respective REALTOR® members (hereinafter “members”), and

WHEREAS, the Reciprocating Parties occasionally have members who wish to access and show active listings in areas served by the members of the other Reciprocating Party; and

WHEREAS, it is in the best interests of the general public and compatible with and supportive of the highest standards of professional ethics to provide for the availability of such access to these services between the members of the Reciprocating Parties, or the terms set forth herein; and

WHEREAS, while each Reciprocating Party has its own rules and regulations for operating its lockbox services, both Parties certify that they are in compliance with the lockbox service operating policies as set forth by the National Association of REALTORS®; and

WHEREAS, the Reciprocating Parties wish to establish a mutual understanding and uniform set of rules for the implementation of these undertakings between them,

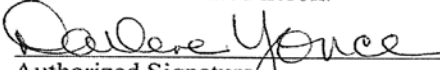
NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. **Responsibilities:** The Reciprocating Parties agree to cooperate by providing reciprocal lockbox service access to the other’s members at no cost to the other Party or their respective members, pursuant to the following stipulations
 - 1.1 **Lockbox Service Rules and Regulations:** All members, when utilizing access under this Agreement, must abide by the lockbox service Rules and Regulations of the Reciprocating Party which administers the lockbox service through which a property is accessed.
 - 1.2 **Code of Ethics Complaints & Arbitration/Mediation Requests:** Complaints alleging violations by any member if the Code of Ethics made to the Association in which the Participant has accessed a listing by its lockbox service shall be processed in accordance with the guidelines governing Interboard complaints promulgated by the National Association of REALTORS®
 - 1.3 **Arbitration/Mediation:** Members of the Reciprocating Parties are required to mediate or arbitrate their business disputes with the members of other Reciprocating Party. All hearings to determine such disputes will be conducted in accordance with the Interboard Arbitration Procedures as agreed to between the Associations or, absent such agreements, under the interboard procedures set forth for such proceedings in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® as modified by applicable Florida Statutes.

Appendix M Continued

- 1.4 **Jurisdiction:** Mediations or arbitrations between members who both are members of both Reciprocating Parties' MLSs shall be processed by that Association having administrative jurisdiction pursuant to National Association of REALTORS® policies over the area in which the property is located.
- 1.5 **Member Responsibility:** Members of the Reciprocating Parties are responsible and accountable to the Reciprocating Parties for the actions of all their affiliated users, licensees and administrative staff. No third-party beneficiaries are intended and none shall be created, by this Agreement.
- 1.6 **Enforcement:** The Reciprocating Parties shall ensure that their respective Bylaws and policies provide for the enforcement of this Agreement and that their Association governing documents remain in full compliance with the policies and procedures of the National Association of REALTORS®.
- 1.7 **Reciprocating Party Autonomy:** Each Reciprocating Party is completely responsible for its own finances and operations and is free to adopt any reasonable rules, regulations and compliance procedures it deems appropriate in implementing the terms of this Agreement.
2. **Amendments:** This Agreement may be amended from time to time with the agreement of the Reciprocating Parties, but subject to the compliance with the policies of the Florida and National Associations of REALTORS®. Anything herein which is or may become inconsistent with the policies of the Florida and National Association of REALTORS®, as amended from time to time, shall be deemed modified and controlled by said policies.
3. **Qualifications for Access:** To be entitled to reciprocal access under this Agreement, the individual must hold a valid Florida real estate license or be a licensed, certified and registered appraiser and be a REALTOR® member in good standing of a least one of the Reciprocating Parties.
4. **Withdrawal:** Any Party may terminate and withdraw from this Agreement upon ninety (90) days written notice, furnished either in writing to the principal places of business of the other Reciprocating Party or by facsimile transmission or certified mail.
5. **Terms of This Agreement:** This Agreement shall be deemed to have been renewed for successive one year terms unless otherwise notified by the Reciprocating Parties.

The following Associations agree to be bound by the terms, conditions and provisions of this Agreement as of the dates indicated heron:

 Authorized Signature Ocala/Marion County Association of REALTORS®	<u>5/25/17</u> Date
 Authorized Signature West Pasco Board of Realtors®	<u>5/25/17</u> Date

Appendix N Continued

Strategic Business Partner e-Key Holder Agreement

The undersigned affiliate of the Ocala/Marion County Association of REALTORS® (hereinafter “OMCAR”), in consideration of being allowed to lease a key through the Ocala/MLS system, agrees that in addition to the terms and conditions of the Key-holder Agreement that it will:

Secure and maintain liability insurance in an amount of not less than \$1,000,000 and name OMCAR and Ocala Multiple Listing Service, Inc. as an additional insured under such policy. A copy of the policy and endorsement shall be attached hereto.

Strategic Business Partner shall make notification to OMCAR and Ocala Multiple Listing Service, Inc. in writing if key-holder is no longer affiliated and/or employed with firm. Supra e-Key must be removed from phone immediately.

An annual, non-refundable administrative fee of \$50 to accompany this addendum.

THE BREACH OF ANY OF THE TERMS OF THIS AGREEMENT, INCLUDING THE USE OF THE KEY BY ANY UNAUTHORIZED PERSON, SHALL RESULT IN THE IMMEDIATE TERMINATION OF THE KEY AGREEMENT.

Strategic Business Partner fully indemnifies and releases OMCAR and Ocala Multiple Listing Service, Inc. for any loss or action arising from Strategic Business Partner’s use of the e-Key.

KEYHOLDER:

Name: _____

Signature: _____

Address: _____

Office Phone: _____

Email Address: _____

Cell Phone: _____

Date: _____

MLS Date Received: _____

By: _____

Print Name: _____

PRINCIPAL, PARTNER OR CORPORATE OFFICER* (*Addendum must include signature of Principal, Partner or Corporate Officer of Key-holder)

Name: _____

Signature: _____

Address: _____

Office Phone: _____

Email Address: _____

Cell Phone: _____

Date: _____



Appendix O

Digital Millennium Copyright Act Notice

Digital Millennium copyright Act Notice

If you believe that your intellectual property rights have been violated by the Ocala Marion County Association of Realtors® (OMCAR) or by a third party who has uploaded Content on our Site, please provide the following information to the OMCAR designated copyright agent listed below;

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- b. A description of where the material that you claim is infringing is located on the Site;
- c. An address, a telephone number, and an e-mail address where OMCAR can contact you and, if different, an e-mail address where the alleged infringing party, if not OMCAR, can contact you;
- d. A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- f. Your electronic or physical signature.

OMCAR may request additional information before removing any infringing material. OMCAR may provide the alleged infringing party with your e-mail address so that the person can respond to your allegations.

If OMCAR becomes aware that one of our users/members is a repeat copyright infringer, it is our policy to take reasonable steps within our power to terminate that user/member.

OMCAR has registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). If you believe your copyright material is being used on this Site without permission, please notify the designated agent at:

Darlene Yonce

Ocala Marion County Association of Realtors®

3105 NE 14 Street, Ocala, Florida 34470, 352-629-2415, darlene@omcar.com