

**APPLICATION FOR PARTICIPATION  
MULTIPLE LISTING SERVICE OF LONG ISLAND, INC.**

**300 Sunrise Highway  
West Babylon, NY 11704**

The undersigned REALTOR® of the Long Island Board of REALTORS®, Inc. hereby applies for participation in the **Multiple Listing Service of Long Island, Inc.** and agrees to execute an Access Agreement and subscribe to the Rules and Regulations of said service; accepting and agreeing to be subject to them as they now exist or as they may be hereinafter amended.

**Please Print**

Mr.  Mrs.  Ms.  Miss Name (As shown on R.E. License) Last, First, M.I.: \_\_\_\_\_

Firm Name (As shown on R.E. license): \_\_\_\_\_

Office Address: \_\_\_\_\_ Town: \_\_\_\_\_ Zip + 4: \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

Business Telephone: ( ) \_\_\_\_\_ Ext. \_\_\_\_\_ Fax#: ( ) \_\_\_\_\_

Cell #: ( ) \_\_\_\_\_ Preferred Phone :  Home  Office  Cell

Residence Address: \_\_\_\_\_ Town & State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ - \_\_\_\_\_

Residence Phone: ( ) \_\_\_\_\_ Social Security#: (Last 4 digits only) \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Date: \_\_\_\_\_ Participant's Signature: \_\_\_\_\_

**FOR OFFICE USE ONLY**

New Participant  New Branch Office  Reinstatement

Member # \_\_\_\_\_ Office # \_\_\_\_\_ Office Code & Branch \_\_\_\_\_ Zone \_\_\_\_\_

Initiation Fee / Reinstatement Fee : \_\_\_\_\_

Final Balance / Recovery Fee (If Applicable) : \_\_\_\_\_

Pro-Rated Participation Fee : \_\_\_\_\_

Total Amount Due : \_\_\_\_\_

Payment Method :  MasterCard  Visa  Amex  Discover Check # \_\_\_\_\_

## PARTICIPANT'S ACCESS AND SUB-LICENSE AGREEMENT

The Multiple Listing Service of Long Island, Inc. ("LICENSEE") has entered into an agreement (the Agreement) with Stratus Data Systems (SDS) for the use of Stratus, Licensee's Internet based MLS system. A copy of the agreement is on file in the office of LICENSEE and is available during normal business hours for inspection by the Subscriber ("SUB-LICENSEE"), and is further incorporated herein by reference. LICENSEE represents that it is authorized by the Agreement to enter into this SUB-LICENSE.

LICENSEE hereby grants unto the SUB-LICENSEE the right to use Stratus in accordance with the term of this SUB-LICENSE and the aforesaid Agreement with SDS. This SUB-LICENSE shall not survive or extend the term of the Agreement.

The SUB-LICENSEE recognizes Stratus programs, techniques and trademarks as valuable proprietary rights and the property of SDS and shall take all reasonable steps necessary to prevent duplication, unauthorized use, misappropriation or other harm to said rights and property, and documentation pertaining thereto.

SUB-LICENSEE shall be assigned a sign-in code by LICENSEE. The disclosure of the sign-in code by the SUB-LICENSEE to any person shall be a material violation of this SUB-LICENSE and shall allow LICENSEE to terminate the SUB-LICENSE at its sole discretion.

The SUB-LICENSEE recognizes that MLSLI is the owner of a copyrighted compilation of real estate listing information ("MLSLI Compilation").

The act of User entering such information into the MLSLI Compilation shall transfer all ownership rights to such information to MLSLI as if said information was obtained by the User as a work for hire for MLSLI.

**All of the contractual rights and obligations of the listing agreement shall remain vested solely in the SUB-LICENSEE.**

**SUB-LICENSEE may use the data it enters into the MLSLI database in any manner whatsoever.**

All MLSLI data contained in its database other than that which has been entered by user may nevertheless be used by SUB-LICENSEE provided that use strictly complies with the limitations set forth in Rule 904 of the Rules of the Multiple Listing Service of Long Island, Inc., Article 12 of the Code of Ethics of the National Association of REALTORS<sup>®</sup> and any interpretations or illustrative cases relating to said Article 12.

SUB-LICENSEE agrees to maintain Participation in the Multiple Listing Service of Long Island Inc. for the full term of this SUB-LICENSE. The failure of this SUB-LICENSEE to maintain its Participation in the Multiple Listing Service of Long Island Inc., shall constitute a breach of this contract and the licensee, in addition to all other rights and remedies, shall have the right to terminate this agreement. Upon such termination, SUB-LICENSEE shall immediately cease to use in any manner, whatsoever, Stratus.

The failure of LICENSEE or SDS to exercise its right to terminate this SUB-LICENSE in a timely manner shall not constitute a waiver of such right and LICENSEE may exercise the same at any time whatsoever.

SUB-LICENSEE acknowledges that MLSLI and SDS have the right to mutually alter, modify and amend the Agreement referred to in Paragraph 1 of this SUB-LICENSE without the consent of the SUB-LICENSEE. SUBL-LICENSEE also acknowledges that SUB-LICENSEE will be bound by all such alterations, modifications, or amendments.

This SUB-LICENSE constitutes the entire understanding between the parties hereto with respect to the use of Stratus. This SUB-LICENSE may only be modified or amended in writing, signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year written below.

**PARTICIPANT'S NAME** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS** \_\_\_\_\_

**MULTIPLE LISTING SERVICE OF LONG ISLAND, INC.  
300 Sunrise Highway, West Babylon, New York 11704**

**LICENSEE**



**BY:** \_\_\_\_\_  
**Joseph E. Mottola, Its Chief Executive Officer**

**SUB-LICENSEE**

**BY:** \_\_\_\_\_  
**Broker as Sub-Licensee's Signature**

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FOR REAL ESTATE BROKERS ONLY**

Below is the Trust Agreement that was passed by the Board of Directors on March 26, 1974. The purpose of this agreement is to insure that you, the listing Participant, are paid your listing fees without undue delay. Only individual REALTORS® are Participants in the Multiple Listing Service of Long Island, Inc. The agreement provides, in effect, that each Participant shall be responsible for seeing that any sums due, cooperating Participants are paid.

Please sign the Agreement and have a notary acknowledge your signature. Again, this is being done for you protection.

**TRUST AGREEMENT**

All of the individual Participants of the Multiple Listing Service of Long Island, Inc. do covenant and agree, one with the other, that they will receive and hold the right to receive any and all commissions paid to them, directly or indirectly, as a result of a sale, rental, or exchange of listings submitted to and through the Multiple Listing Service of Long Island, Inc. as a trust to be applied first for the purpose of paying the share of the commission so received to the selling or listing Participant, before using or permitting the use of any part of the total of the same for any other purpose. This clause shall be operative as against any and all commissions received in the name of any individual, company, partnership, or corporation in which the Participant shall own or possess an interest and each Participant agrees to be personally responsible and liable for the trust herein imposed.

Consented and agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

SIGNATURE

State of New York )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me came \_\_\_\_\_

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed same.

\_\_\_\_\_

NOTARY PUBLIC