

**RECIPROCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF INDIANA
INDIANA REAL ESTATE COMMISSION
AND THE
STATE OF FLORIDA
FLORIDA REAL ESTATE COMMISSION**

The following Reciprocal Memorandum of Understanding shall become effective upon the approved and authorized signatures of the Indiana Real Estate Commission, hereinafter referred to as IREC, and the Florida Real Estate Commission, hereinafter referred to as FREC.

WHEREAS, the IREC and FREC have the authority and desire to enter into such a Reciprocal Memorandum of Understanding concerning the granting of nonresident real estate licenses or their equivalent; and

WHEREAS, such a Reciprocal Memorandum of Understanding is in the public interest and for the mutual benefit of the citizens of the State of Indiana and the State of Florida.

NOW, THEREFORE IT IS UNDERSTOOD THAT REAL ESTATE LICENSES WILL BE GRANTED UNDER THIS UNDERSTANDING OF THE FOLLOWING CONDITIONS:

1. A resident Florida licensed salesperson applying for a nonresident Indiana salesperson license will take and successfully complete only the Indiana specific written real estate salesperson examination, if required, if the individual has an active Florida salesperson license in good standing prior to sitting for the examination, meets all other requirements for licensure in Indiana, makes application, and pays all applicable fees to the IREC.
2. A resident Indiana salesperson applying for a nonresident Florida salesperson license will take and successfully complete only the Florida specific written real estate salesperson examination, if required, if the individual has a active Indiana salesperson license in good standing prior to sitting for the examination, meets all other requirements for licensure in Florida, makes application, and pays all applicable fees to the FDRE.
3. A resident Florida licensed broker applying for a nonresident Indiana broker license will take and successfully complete only the Indiana specific written real estate broker examination, if required, if the individual has an active Florida broker license in good standing prior to sitting for the examination, meets all other requirements for licensure in Indiana, makes application, and pays all applicable fees to the IREC.
4. A resident Indiana licensed broker applying for a nonresident Florida broker license will take and successfully complete only the Florida specific written real estate broker examination, if required, if the individual has an active Indiana broker license in good standing prior to sitting for the examination, meets all other

- requirements for licensure in Florida, makes application, and pays all applicable fees to the FDRE.
5. The IREC and FREC reserve the right to deny any application for a reciprocal license in their respective jurisdiction for any reason other than provided above, if the applicant otherwise fails to meet the requirements for licensure in that jurisdiction.
 6. The IREC and FREC may require the applicant to file a statement attesting that they have read and agree to comply with all laws, rules, and regulations in the jurisdiction in which they are applying for a nonresident license, and that disciplinary action may be taken if the nonresident applicant obtains a license and violates any law, rule, or regulation of the respective issuing jurisdiction.
 7. The IREC and FDRE may require the applicant to file an irrevocable consent that service of process in any action against the applicant arising out of their real estate broker or real estate salesperson activities in the nonresident jurisdiction, may be made by delivery of the process on the IREC and FREC.
 8. It is further understood that in the event the nonresident applicant is granted a license under this memorandum of understanding and subsequently becomes a resident of the jurisdiction that granted such nonresident license, the licensee will be entitled to retain the license without further examination, if the licensee makes application and pays applicable fees for a resident license.
 9. A nonresident salesperson issued a license shall demonstrate that they will be associated with and supervised by a broker while performing licensed real estate activities in the nonresident jurisdiction by a broker in good standing licensed by that jurisdiction.
 10. This memorandum of understanding may be terminated by either jurisdiction with thirty (30) days prior written notice.

THIS RECIPROCAL MEMORANDUM OF UNDERSTANDING BECOMES EFFECTIVE August 15, 2001.

Dean Saunders
Chairperson
Florida Real Estate Commission

Gerald H. Quigley
Executive Director for the
Indiana Real Estate Commission