



Application for REALTOR® and/or MLS Membership

TYPE OF APPLICATION

1. I am applying for the following categories of membership (check all that apply)

- Designated REALTOR® (Broker of Record) MLS Broker Participant
 REALTOR® MLS Subscriber
 Other: _____ MLS Appraiser Participant

GENERAL INFORMATION

2. Name (as it appears on your license): _____

3. Nickname (as it would appear in roster): _____

4. DRE License #: _____ OREA Appraisers License # _____
 Type: Broker Type:
 Certified General
 Salesperson Certified Residential
 Corporate Trainee licensee
 Expiration Date: _____ Expiration Date: _____

5. Firm Name: _____

6. Firm Address: _____
 (Street) (City) (State) (Zip)

7. Firm Telephone _____ Firm Fax Number _____

8. Firm E-mail _____ Firm Website _____

9. Home Address: _____
 (Street) (City) (State) (Zip)

Which mailing address do you want for CAR/NAR magazines, etc. Firm Home

10. Home Telephone : () _____ Home Fax () _____
 Place my home phone/fax phone on the roster Yes No

11. Cell () _____ E-mail address _____
 Place my cell/e-mail on the roster Yes No

12. Website address: _____

13. National REALTOR® Database System (NRDS)# if appl. _____ 9 digits

14. List all Associations/Boards of REALTORS® and/or MLS to which you **CURRENTLY** belong:
Participant or Subscriber: _____

List all Associations/Boards of REALTORS® and/or MLS to which you **PREVIOUSLY** belonged:
Participant or Subscriber: _____

15. MUST BE COMPLETED BY OFFICE BROKER WHEN A NEW OFFICE IS JOINING: READ ON

Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms must remain employed by or affiliated with a DESIGNATED REALTOR® to be eligible for REALTOR® membership.

Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms who hold a valid California real estate license must remain employed or affiliated with a MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as a MLS Subscriber. If applicable, please complete below:

Name of Designated REALTOR®: _____

Designated REALTOR® DRE License#: _____

Name of MLS Broker or Appraiser Participant _____

MLS Broker or Appraiser Participant DRE or OREA License #: _____

16. DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY.

Designated REALTOR® and MLS Broker Appraiser Participant applicants must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/Association on any changes, additions, or deletions from the list. On a separate sheet or form, please list all licensees under your license, including their name, the type of license, and their DRE or OREA License #.

17. I am a (check the applicable boxes) sole proprietor general partner
 corporate officer branch office manager

18. If you checked any box in question 17, you must answer the following:

a) Are you or your firm subject to any pending bankruptcy proceedings?

Yes No

b) Have you or your firm been adjudged bankrupt within the last three (3) years?

Yes No

If you answered yes to (a) or (b), you may be required to make cash payment for membership dues and MLS fees.

c) I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violations of: (i) civil rights laws Yes, I certify. No, I cannot certify.

(ii) real estate licensing laws Yes, I certify. No, I cannot certify.

(iii) any felony or crime of moral turpitude Yes, I certify. No, I cannot certify.

If you could not certify one or more of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

19. Have you ever been disciplined by any of the above Associations/Boards or MLSs listed in question
 Yes - If yes, attach copies of the discipline. No

20. Have you ever been disciplined by the DRE or OREA?
 Yes - If yes, provide all relevant details and dates (or attach copies of discipline. No

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

1. Bylaws, policies, and rules. By signing this application, I understand and agree to abide by the bylaws, policies and rules of the Association, the bylaws, policies and rules of the California Association of REALTORS®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may be amended from time to time.
2. Use of the term REALTOR®. I understand that the professional designation REALTOR® is a federally registered trademark of the National Association of REALTORS® (“N.A.R.”) and the use of this designation is subject to N.A.R. rules and regulations. I agree that I cannot use this professional designation until my REALTOR® application is approved, all my membership requirements are completed, and I am notified of membership approval. I further agree that should I cease to be a REALTOR®, I will not use the term REALTOR® in certificates, signs, seals or any other medium.
3. **No refund.** I understand that my dues and MLS fees are non-refundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason, I understand I will not be entitled to a refund of my dues or fees.
4. **Orientation.** I understand that if the Association or MLS requires orientation, I must attend such orientation prior to becoming a member of the Association or MLS participant or subscriber.
5. **Authorization to release and use information: waiver.** I authorize the Association/MLS or its representatives to verify any information provided to me in this application by any method including contacting the California Department of Real Estate, my current or past responsible broker or designated REALTOR®, or any Association of MLS where I held, or continue to hold any type of membership. I further authorize the Association or MLS where I held or continue to hold any type of membership to release all my membership or disciplinary records to this Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) years, (ii) pending ethics complaints or hearings, (iii) unsatisfied discipline pending, (iv) pending arbitration requests or hearings, and (v) unpaid arbitration awards or unpaid financial obligations. I understand that any information gathered under this authorization may be used in evaluating my

application for membership and future disciplinary sanctions. I waive any legal claim or cause of action against the Association/MLS, its agents, employees or members including, but not limited to, slander, libel or defamation of character, that may arise from any action taken to verify, evaluate or process this application or other use of the information authorized and released hereunder.

6. **Arbitration Agreement.** A condition of membership in the Association as a REALTOR®, MLS Participant or MLS Subscriber is that you agree to binding arbitration of disputes. (a) I hereby agree for myself and the firm for which I act to binding arbitration of disputes with any member of this Association, with any member of the California Association of REALTORS® in accordance with its rules and regulations or any client covered by the Association rules. (b) Further, I agree to binding arbitration in accordance with Association MLS rules, with any other MLS Participant of this Association/MLS or with any other MLS Participant or Subscriber of this Association/MLS or with any other MLS Participant or Subscriber of an Association/MLS which shares a common database with this Association/MLS through a Regional or Reciprocal Agreement. **Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association rules and procedures for arbitration.**

7. **ADDITIONAL TERMS AND CONDITIONS FOR MLS APPLICANTS ONLY:** I understand and agree that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by the MLS rules, as from time to time amended, including but not limited to the following:

- A. I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the rules.
- B. I agree not to reproduce any portion of the active listings unless specifically authorized under the rules.
- C. I agree not to download MLS data except as provided in the MLS rules.
- D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS rules to access any computer receiving MLS information. I agree not to transmit the information to any participants, subscribers and clerical users not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS rules.
- E. I agree I will not give or sell my password to any person nor make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of either my equipment or pass codes.
- F. I understand that the clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in discipline to me and ultimate termination of MLS services.

G. The security of homeowners depends on the security of the lockbox system. I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand that the Association can incur costs in securing the system if I fail to take adequate measures to protect my key and lockbox and that I agree to be responsible for these costs.

H. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to the Association which owns the MLS and the Association may pursue its legal remedies against me to recover such damages.

I certify that I have read and agree to the terms and conditions of this application and all information given in this application is true and correct.

Signature of Applicant _____ Date _____

Signature of Designated REALTOR® _____ Date _____

Signature of MLS Broker Participant/Appraiser _____ Date _____

Dues and Fees (for office use only)

Association Application Fee	\$ _____
CAR Application Fee	\$ _____
Association Dues	
Local	\$ _____
CAR	\$ _____
NAR	\$ _____
IMAGE	\$ _____
Realtor Action Fund	\$ _____
Housing Affordability Fund	\$ _____

DUES TOTAL \$ _____

MLS Application Fee	\$ _____
MLS Fees (quarterly)	\$ _____
Lockbox Key	\$ _____
Tax on key	\$ _____
Key support(quarterly)	\$ _____
Lockbox	\$ _____

MLS TOTAL \$ _____

TOTAL AMOUNT PAID \$ _____

Please indicate here if payment is by personal check. YES NO CHECK # _____

Date check received _____

Office ID Code _____

12/18/08/kgH