



CALIFORNIA ASSOCIATION OF REALTORS®
APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP
BOARD/ASSOCIATION OF REALTORS®

TYPE OF APPLICATION

1. I apply for the following categories of membership (check all applicable boxes):
- | | |
|---|--|
| <input type="checkbox"/> Principal REALTOR® | <input type="checkbox"/> MLS Broker Participant |
| <input type="checkbox"/> Non-principal REALTOR® | <input type="checkbox"/> MLS Appraiser Participant |
| <input type="checkbox"/> REALTOR-ASSOCIATE® | <input type="checkbox"/> MLS Subscriber |
| <input type="checkbox"/> Designated REALTOR® | <input type="checkbox"/> Affiliate Member |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Clerical User |

GENERAL INFORMATION

2. Name (as it appears on your license): _____
3. Nickname: _____
4. Firm Name: _____
5. Firm Address: _____
(street) (city) (state) (zip code)
6. Firm Telephone Number: _____ Firm Fax Number: _____
7. Cell Number: _____
8. List all other DBAs: _____

9. Home Address: _____
(street) (city) (state) (zip code)
10. Home Telephone Number: _____ Home Fax Number: _____
11. Which do you want as the primary mailing address? Firm Home
12. E-Mail Address: _____ Birth Date (M/D/Y): ____/____/____
13. BRE License #: _____ OREA Appraisers License #: _____
Type: Broker Type: Certified General
 Salesperson Certified Residential
 Corporate Licensed
Expiration Date: _____ Expiration Date: _____
14. Professional Designations: GRI CRS Other(s) (please specify): _____

15. Primary Specialty: Residential Brokerage Property management
 Commercial/Industrial Brokerage Appraising
 Farm and Land Brokerage Mortgage Financing
 Building and Development Other(s) (please specify):_____

16. List all Boards/Associations of REALTORS® and MLS to which you CURRENTLY BELONG:

Participant or Subscriber:_____

List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED:

Participant or Subscriber:_____

17. 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® or REALTOR-ASSOCIATE® 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 by 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® BRE or OREA License #:_____

Name of MLS Broker or Appraiser Participant:_____

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

18. **MLS BROKER PARTICIPANTS ONLY.** To be eligible for MLS membership, MLS Broker Participants **must** offer and/or accept compensation in the capacity of a real estate broker.

I certify that I actively endeavor during the operation of my real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

Yes, I certify. No I cannot certify.

19. **DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY.** Designated REALTOR® and MLS Broker and 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 BRE or OREA License #.

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

21. If you checked any box in question 20, 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 payments for membership dues and MLS fees.

22. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities for violations of:

- (i) civil rights laws within the last three (3) years
 Yes, I certify. No I cannot certify.
(ii) real estate license laws within the last three (3) years
 Yes, I certify. No I cannot certify.
(iii) criminal convictions where (1) the crime was punishable by death or imprisonment in excess of one year under the law under which you were convicted and (2) no more than ten (10) years have elapsed since the date of the conviction or your release from the confinement imposed for that conviction, whichever is the later date.
 Yes, I certify. No, I cannot certify.

If you could not certify any 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.

23. Have you ever been disciplined by any of the above Boards/Associations or MLSs in question 16?

Yes. If yes, attach copies of the discipline. No.

24. Have you ever been disciplined by the BRE?

Yes. If yes, provide all relevant details and dates (or attach copies of discipline). No.

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

- Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Board/Association, the bylaws, policies and rules of the California Association of Realtors®, including the *California Code of Ethics and Arbitration Manual* and the constitution, bylaws, policies and rules of the National Association of REALTORS®, including the NAR Code of Ethics, all as may from time to time be amended.
- Use of the term REALTOR® OR REALTOR-ASSOCIATE®.** I understand that the professional designations REALTOR® and REALTOR-ASSOCIATE® are federally registered trademarks of the National Association of REALTORS® (“N.A.R.”) and use of these designations are subject to N.A.R. rules and regulation. I agree that I cannot use these professional designations until this application is approved, all my membership requirements are completed, and I am notified of membership approval in one of these designations. I further agree that should I cease to be a REALTOR® or REALTOR-ASSOCIATE®, I will discontinue use of the term REALTOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals or any other medium.
- Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation prior to becoming a member of the Board/Association or MLS.
- No refund.** I understand that my Board/Association membership 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.

Applicant's initials _____

5. **Authorization to release and use information; waiver.** I authorize the Board/Association or its representatives to verify any information provided by me in this application by any method including contacting the California Bureau of Real Estate., my current or past responsible broker or designated REALTOR®, or any Board/Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, continue to hold, any type of membership to release all my membership or disciplinary records to this Board/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 Board/Association, 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. By signing below, I expressly authorize the Board/Association, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone or send by U.S. mail to me, at the fax numbers, e-mail, telephones and addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association.
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 except as provided in the MLS 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 or 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 any of my equipment or pass codes.
 - F. I understand that 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 users 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 and ultimate termination of MLS services.
 - G. I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand that the Board can incur costs in securing the system if I fail to take adequate measures to protect my key and lockbox and that I may be held responsible for these costs. Failure to adhere to key and lockbox requirements could undermine the security of homeowners.

Designated REALTOR® Dues:

Non-member Count _____X

Non-member Assessment =

Designated REALTORS® Dues \$ _____

Political Survival Contribution* (Voluntary) \$ _____

Dues Total \$ _____

MLS Application/Initiation Fees \$ _____

MLS Fees \$ _____

MLS Broker or Appraiser Participant

Non-MLS Subscriber Count _____X

Non-MLS Assessment=

MLS Broker or Appraiser Participant Fees: \$ _____

MLS FEES TOTAL \$ _____

Total Amount Paid \$ _____

Please indicate here if payment is by personal check. Yes No

FOR OFFICE USE ONLY

Check received in the amount of \$	_____	_____
Orientation (if applicable) attended	_____	_____
Membership start date	_____	_____
MLS Participant/Subscriber start date	_____	_____
Date of Verification of License	_____	_____
Date Lockbox Key Issued	_____	_____
Office Code	_____	_____
C.A.R member Number	_____	_____
Primary Board/Association	_____	_____

*Contributions or gifts to the Board/Association, the California Association of REALTORS®, the National Association of REALTORS®, IMPAC and CREPAC are not deductible as charitable contributions for federal income tax purposes. However, dues may be tax deductible as ordinary and necessary business expenses. REALTORS® and REALTOR-ASSOCIATES® may participate in Political Survival by including a voluntary donation on the same check as your dues payment. No contributor will be favored or disfavored by reasons of the amount of his/her contribution or his/her decision not to contribute. Failure to contribute will not affect an individual's membership status in C.A.R. or MLS.

SISKIYOU ASSOCIATION MULTIPLE LISTING SERVICE, INC.

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Siskiyou Association Multiple Listing Service, Inc. (MLS - known as 'SentiLock Customer')

AND MLS PARTICIPANT (known as 'Authorized User') _____
(Name of MLS Participating Broker) / (Name of Participant's Firm)

AND MLS PARTICIPANT'S LICENSEE: (known as 'Authorized User') _____
(Name of Agent/Subscriber)

- 1. SMART CARD RECEIPT:** Participant and/or Subscriber acknowledge receipt of a SentiLock Smart Card from the MLS.
- 2. TITLE TO SMART CARD:** Participant/ Subscriber acknowledges that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or SentiLock 'Customer' (Siskiyou MLS).
- 3. CARD EXCHANGE by SENTRILOCK OR ASSOCIATION:** SentiLock may from time to time at its discretion require the Customer (MLS) to replace the Smart Cards then being used by Customer and Customer's Authorized Users with replacement Smart cards that are compatible with the system. SentiLock shall make the exchange of Smart Cards at no charge to the Customer, unless the Customer has caused the need for the exchange, due to Customer's or Authorized User's negligence.
- 4. CURRENT UPDATE:** Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by the MLS, prohibiting further use of the Smart Card until a new update is obtained from the MLS by placing the Smart Card in an MLS Card Reader or by other authorized method. Update will only be issued to a Participant/Subscriber in good standing with the MLS.
- 5. TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Participant/Subscriber terminates Membership with the MLS.
- 6. RETURN OF SMART CARD:** Participant/Subscriber agrees to return Smart Card within (#1) 48 hours of receipt of a request to do so by the MLS or SentiLock or (#2) within five days after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in MLS
 - b. Termination of Subscriber/Agent's association with the said Participant for any reason
 - c. Failure of the Participant/Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security in paragraph 7 below.
 - d. In the event of the death of the Participant/Subscriber, his heirs or personal representative will surrender the Smart Card to the MLS.
- 7. SECURITY OF SMART CARD:** Participant/Subscriber acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Participant/Subscriber agrees:
 - a. To keep the Smart Card in Agent's possession or in a safe place at all times.
 - b. To not allow his/her personal identification number (Pin) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
 - c. TO NOT LOAN THE SMART CARD TO ANY PERSON, FOR ANY PURPOSE WHATSOEVER, OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the Smart Card or allow any person to do so.
 - e. To not assign, transfer, or pledge the rights of the Smart Card.
 - f. To notify the MLS within (3) days of the loss or theft of a Smart Card. The Participant/Subscriber shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of smart cards, either lost or damaged.
 - g. To follow any / all additional security procedures as specified by the MLS Rules, as amended by the MLS Committee and approved by the Board of Directors.
- 8. REPLACEMENT SMART CARDS:** Replacement Smart Card will be issued to Agents who:
 - a. have complied with this Agreement and the policies and procedures of the MLS with respect to the SentiLock System.
 - b. pay \$25 administrative charge to replace a card lost or stolen; pay \$10 administrative charge to replace card damaged or non-functioning.
- 9. DISCIPLINARY ACTION:** Participant/Subscriber agrees to be subject to the disciplinary rules and procedures of the Siskiyou Association of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and Participant's/Subscriber's right to be issued a Smart Card.
- 10. INDEMNIFICATION:** Participant/Subscriber agree to indemnify and hold the MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against MLS resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System.
- 11. REIMBURSEMENT:** Participant/Subscriber agree that, in the event that MLS shall prevail in any legal action brought by or against the Participant / Subscriber to enforce the terms of this agreement, Participant/Subscriber as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.
- 12. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of California, Siskiyou County.
- 13. PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- 14. DISCLOSURE TO CLIENTS:** The Listing Participant/Subscriber shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before listing inputted to MLS, reflecting that a lockbox has been authorized by seller.

15. **LISTING BROKER'S PERMISSION:** No R.E. Participant or Subscriber/Agent or Appraiser Participant or Subscriber may enter a property with or without a lockbox - without the Listing Broker's permission, as stated in Section 13.7 of the MLS Rules and Regulations.

16. **PARTICIPANT'S RESPONSIBILITIES:**

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Siskiyou Association of Realtors MLS .
- b. Participant warrants that Subscriber/Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Subscriber associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Subscriber/Agent.
- d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Subscriber/Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Subscriber's Smart Card or cause Subscriber to return Smart Card to MLS. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the key is returned. If an Subscriber does not return the Smart Card, Participant agrees to furnish MLS with copies of written correspondence of all attempts made to obtain said Smart Card.
- f. Participant agrees that he/she is jointly and severally liable, together with Subscriber for all duties, responsibilities and undertakings of Subscriber under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of MLS Smart Card privileges and, further, could cause the MLS to recall all Smart Cards issued to Participant and Participant's Subscribers/Agents.

17. **ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:**

This written contract expresses the entire agreement between Participants, Subscriber/Agents and the MLS with respect to SentiLock Smart Cards. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This agreement is binding upon the heirs and personal representatives of the Participant or Subscriber.

DATED: _____

XX Subscriber/Agent/Authorized User _____

XX Participant/Broker/Authorized User _____

By: Sharon Grace _____ of Siskiyou Association of Realtors Multiple Listing Service, Inc.