

Siskiyou Association of Realtors®

Broker & REALTOR® Member Application - 2018

Mail application with payment to:
 Siskiyou Association of Realtors
 P.O. Box 1001 • Mount Shasta, CA 96067
 Office: 530.926.5083 • Fax: 530.926.4012
 katie@siskiyouaor.com • siskiyouaor.com

Application Packet & Checklist

Thank you for inquiring about joining the Siskiyou Association of Realtors® (“S.A.R.”). Please contact Katie Brown, Association Executive at (530) 926-5083 or at katie@siskiyouaor.com with any questions regarding your application or membership.

Please complete the enclosed forms and provide with your dues payment to process your application for membership. The enclosed forms are REQUIRED to be considered for membership.

- ◆ **S.A.R. Application** – The application must be completed in entirety and signed by the applicant and their Broker.
- ◆ **California Bureau of Real Estate License** – You must be listed on the CALBRE website (www.calbre.ca.gov) to be eligible for membership to S.A.R.
- ◆ **Picture ID** – Provide a clear copy of your picture ID (Driver’s License, Passport, or State ID).
- ◆ **Mandatory Code of Ethics Orientation and Training** – Orientation must be completed when the next orientation is offered by S.A.R., and the Code of Ethics Online Training must be completed immediately.
- ◆ **Payment for Membership Dues/Fees** – Check or Cash is required for your dues payment and is due with your application. Dues/Fees are non-refundable. In order to keep your local membership dues low for our members, we do not offer credit card payments at this time as they incur fees.
- ◆ **Outline Dues and Fees Included** (see details on Page 4 and note your submitted fees below)

MY Fees and Dues - Included

Local Application Fee*	\$ _____
Local Dues**	\$ _____
C.A.R. Application Fee*	\$ _____
C.A.R. Dues**	\$ _____
N.A.R. Processing Fee*	\$ _____
N.A.R. Dues**	\$ _____
Housing Affordability HAF****	\$ _____
REALTOR® Action Fund RAF****	\$ _____
M.L.S. Application Fee* - Broker	\$ _____
M.L.S. Application Fee* – Realtor	\$ _____
M.L.S. Dues***	\$ _____
IDX Feed***	\$ _____
TOTAL	\$ _____

Thank you for inquiring about joining S.A.R., our Mission is to provide resources and education to promote proficiency, professionalism, and ethics amongst our members. We look forward to your membership at S.A.R.

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Membership Types

Primary Membership

Licenseses affiliated with a REALTOR® firm may choose as their “primary” Association any Association within California where the firm maintains a “Designated REALTOR®.” If a REALTOR® is a primary member S.A.R., then S.A.R. pays C.A.R. and N.A.R. dues for that individual.

Secondary Membership

A REALTOR® who has joined another Association as a primary member may join S.A.R. as a secondary member. There need not be a Designated REALTOR® member of S.A.R. for licenseses to select S.A.R. as their secondary Association. The conditions for secondary membership shall be no more stringent than for primary membership, and the privileges of membership shall be the same including the right to vote and hold office.

Transferring Membership

A member who is a transferring member becomes such if they have paid their current state and national REALTOR® dues through another Association for the current year, and are transferring their primary membership to S.A.R. If the individual has paid their dues as mentioned to C.A.R. and N.A.R., then they would only pay for local dues and the application processing fee.

Orientation

Orientation is required for all new members that sign up with S.A.R. If you have not been a REALTOR® for more than 5 years you then you will be required to complete the orientation process. You must schedule an appointment to complete the mandatory course when you sign up for membership. During the time of orientation, we will set up with the system and you will be given a NRDS number. You can go to realtor.org and create an account and take advantage of the any benefits that N.A.R. has to offer. You will also use this NRDS number for C.A.R., to register you would visit www.car.org to access ZipForms and other free benefits that are offered.

NAR Code of Ethics Training

Once you have become a REALTOR® member with S.A.R., the Quadrennial REALTOR® Code of Ethics training is required ever 2 years to maintain your REALTOR® membership and this is mandatory. Any REALTOR® member who does not complete this training within the given time and provided to the Association, you will have your membership suspended until the course is completed and proof of completion provided to the Association.

How to Begin the New Member Code of Ethics Class:

- Visit www.realtors.org
- Click on **Education** Tab at the top of the page
- Click on **Code of Ethics Training** Link
- Scroll Down to **Free Course for New Members**
- Click on **Begin or Resume**
- Follow the Prompts to Complete the Course
- **You will need your NRDS Number to Complete This Training**



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Application Type

New Member Primary Secondary Membership Transfer New Member

I am applying for membership as: Designated REALTOR® (Broker) Broker Associate REALTOR®

General Applicant Information	First Name, Middle Initial		Last Name	
	Home Address			
	City, State, Zip Code			
	Home Phone		Cell Phone	
	Email Address		Date of Birth	
	CalDRE License Number		License Expiration Date	

Broker Information	Office Name		Broker Name	
	Office Address			
	City, State, Zip Code			
	Office Mailing Address <i>If different than above</i>			
	City, State, Zip Code			
	Office Phone Number		Office Fax Number	

- Primary Specialty:
 - Residential Brokerage Commercial/Industrial Brokerage Farm and Land Brokerage
 - Building and Development Property Management Mortgage Financing Other _____
- List all Boards/Associations of REALTORS® and MLS to which you CURRENTLY BELONG:
 Participant/Subscriber/NRDS Number: _____
- List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED:
 Participant/Subscriber: _____
- 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 officer 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® DRE License Number	
Name of MLS Broker or Appraiser Participant		MLS Broker or Appraiser Participant DRE License Number	

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5. **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 of 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
6. **DESIGNATED REALTOR®/MLS BROKER AND APPRIASER PARTICIPANT APPLICANTS ONLY.** 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 License Number.
7. I am a (*check all that apply*): Sole Proprietor Corporate Officer General Partner Branch Office Manager
8. If you checked any box in Question 5, 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 years? YES NO
- If you answered yes to (a) or (b), you may be required to make cash payment of your membership dues and MLS fees.***
9. I certify that I have no record of official sanctions rendered by the courts and other lawful authorities for violations of:
- a. Civil rights laws within the last three (3) years Yes, I certify No, I cannot certify
- b. Real estate license laws within the last three (3) years Yes, I certify No, I cannot certify
- c. 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.***
10. Have you been disciplined by any of the above Boards/Associations or MLS's in Question 2 or 3?
- Yes, attach copies of the discipline No
11. Have you been disciplined by the DRE?
- Yes, attach all relevant details and dates (or attach copies of discipline) No

General Terms and Conditions of Association Membership

1. **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®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may from time to time be amended.
2. **Use of the term REALTOR® OR REATOR-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 REATLOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals or any other medium.3. **Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation to become a member of the Board/Association or MLS.
4. **No refund.** I understand that my Board/Association membership dues and MLS fees are non-refundable. In the event that 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.
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.
 - e. 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.

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- f. 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.
- g. 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 user's 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.
- h. 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.
- i. 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 Board/Association which owns the MLS's and the Board may pursue its legal remedies against me to recover such damages.

8. REALTOR®, REALTOR-ASSOCIATE® and: MLS applicants only; Arbitration Agreement. A condition of membership in the Board/Association as a REALTOR® or REALTOR-ASSOCIATE® and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) or REALTOR-ASSOCIATE® member, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other REALTOR® or REALTOR-ASSOCIATE® members of this Board/Association; (ii) with any member of the California or National Association of REALTORS®; and (iii) any client provided the client agrees to binding arbitration at the Board/Association. As a MLS Broker or Appraiser Participant or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Board/Association MLS which shares a common database with this Board/Association MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association facilities and in accordance with the Board/Association rules and procedures for arbitration, pursuant to the **California Code of Ethics and Arbitration Manual**.

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

 Signature of Applicant

 Date

 Signature of Designated REALTOR®
 (Broker Must Sign)

 Date

 Signature of MLS Participant

 Date

**Multiple Listing Service (MLS)
SentiLock 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 MLB.
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.

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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.

 Signature of Applicant

 Date

 Signature of Designated REALTOR®
 (Broker Must Sign)

 Date

 Signature of MLS Participant

 Date

**Multiple Listing Service (MLS)
"Non-Use" Agreement**

The following licensees request that the MLS of Siskiyou Association of Realtors® "exempt and waive" all MLS Monthly Fees as provided for in Section 5.1.6 of the MLS Rules and Regulations.

5.1.6 Certification of Nonuse. Participants may be relieved from payment under Section 5.1.2 and 5.1.5 hereunder by certifying in writing to the MLS that licensed or certified person in the office is engaged solely in activities that do not require a real estate license or certification (clerical, etc.) or that the real estate licensee or licensed or certified appraiser will not use the MLS or MLS compilation in any way. In the event a real estate licensee or appraiser is found in violation of the nonuse certification the Participant shall be subject to all MLS fees dating back to the date of the certification. The Participant and Subscriber may also be subject to any other sanction imposed for violation of the MLS rules and including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

Name & Title of Licensee: _____

Name & Title of Licensee: _____

Name & Title of Licensee: _____

Name & Title of Licensee: _____

The undersigned acknowledges that he/she is the Participant of the MLS of Siskiyou Association of Realtors® and that the above-named licensee(s) will NOT have any computer access to the MLS of Siskiyou Association of Realtors®, the SentiLock system or any other service provided to Members of the MLS of Siskiyou Association of Realtors®.

I understand and agree to abide by the MLS Rules and Regulations of Siskiyou Association of Realtors®.

Signature of Broker Participant Date

Exempt Agents – Complete the Below Acknowledgement

I, _____ acknowledge and agree that I shall comply with the attached certification of nonuse.

Signature of Licensee Date

I, _____ acknowledge and agree that I shall comply with the attached certification of nonuse.

Signature of Licensee Date

I, _____ acknowledge and agree that I shall comply with the attached certification of nonuse.

Signature of Licensee Date