

- 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.

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 Board/Association which owns the MLS 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](#).

SIGNATURE

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

X _____
Signature of Applicant Date of Signature

Signature of Designated REALTOR® Date of Signature

X _____
Signature of MLS Participant Date of Signature

DUES AND FEES

Board/Association Dues	\$ _____
Board/ Association Application/Initiation Fees	\$ _____
Scholarship Assessment	\$ <u>\$25</u> _____
C.A.R. Dues	\$ _____
C.A.R. Processing Fees	\$ _____
N.A.R. Dues	\$ _____

Designated REALTOR® Dues:

Non-member Count _____ X

Non-member Assessment =

Designated REALTORS® Dues \$ _____

Political Survival Contribution* (Voluntary) \$ _____

Dues Total \$ _____

MLS Application/Initiation Fees \$ 30.00

MLS Fees \$ 70.00 monthly

MLS Broker or Appraiser Participant

Non-MLS Subscriber Count _____ \$ 150.00

New MLS Office Set-Up Fee \$ ~~150.00~~ one time

Non-MLS Assessment=

MLS Broker or Appraiser Participant Fees: \$ ~~150.00~~

MLS FEES TOTAL \$ **\$275**

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.