CALIFORNIA ASSOCIATION OF REALTORS®
APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP
SANTA YNEZ VALLEY ASSOCIATION OF REALTORS®

TYPE OF APPLICATION

1. I am applying for the following categories of membership (check all applicable boxes):

[ ] Designated REALTOR® (Principal, Partner, Corporate Officer or Branch Office Manager)	[ ] MLS Broker Participant (Responsible Broker)
[ ] REALTOR®	[ ] MLS Appraiser Participant
[ ] Affiliate member	[ ] MLS Subscriber
[ ] Other:_____	[ ] MLS Clerical User

GENERAL INFORMATION

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

3. Nickname: _____

4. Firm Name: _____
(This is the broker/brokerage name under which you will be doing business and under which DRE has issued your license and/or approved your DBA)

5. Firm Address: _____
(street) (city) (state) (zip code)

6. Firm Telephone Number:_____ Firm Telephone Number-Direct:_____

Cell Number: _____ Firm Fax Number: _____

7. Which do you want as the primary phone? [ ] Firm [ ] Firm-Direct [ ] Cell

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): ____/____/_____

Website address: _____ Social Media Handles: _____

13. Please list your applicable license(s) corresponding with this application:

[__] Broker's License, DRE License #: _____ Expiration Date: _____
[__] Salesperson's License, DRE License #: _____ Expiration Date: _____
[__] Corporate License, DRE License #: _____ Expiration Date: _____

[__] BREA Appraiser's License, Certified General, License #: _____ Expiration Date: _____
[__] BREA Appraiser's License, Certified Residential, License #: _____ Expiration Date: __
[__] BREA Appraiser's License, License #: _____ Expiration Date: _____

14. Please list Professional Designations: (ex: GRI, CRS, etc.) _____

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:

_____

_____

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

_____

_____

My NRDS # is: _____

My NRDS Office # is: _____

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® 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 an MLS Broker Participant or MLS Appraiser Participant of the MLS to join as an MLS Subscriber. If applicable, please complete below:

(Note: at the end of the application, those named below will be necessary signers of this application)

Name of Designated REALTOR®:_____

Designated REALTOR® DRE or BREA License #:_____

Name of MLS Broker or Appraiser Participant:_____

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

18. **MLS BROKER PARTICIPANT APPLICANTS ONLY.** To be eligible for MLS membership, MLS Broker Participants **must** cooperate with other brokers.

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, share information on listed property, and make property

available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of my client(s).

[ ] 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 DRE or BREA License #.

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

(b) If you checked any box in 19(a) above, 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 in advance for membership dues and MLS fees.

20. **DESIGNATED REALTOR® APPLICANT ONLY.** Each sole proprietor, partner or corporate officer of the real estate firm who is actively engaged in the real estate business within California or within the state in which the real estate firm is located shall be required to become a REALTOR® member if any other principal of such firm, partnership or corporation is a REALTOR® member with those states.

I certify that each sole proprietor, partner, or corporate officer of the real estate firm, if any, who is actively engaged in the real estate business within California or within the state in which the real estate firm is located is a REALTOR® member.

[ ] Yes, I certify. [ ] No, I cannot certify.

21. I certify that I have NO record of official sanctions rendered by the courts or other lawful authorities for violations set forth below:

(i) I have no record of official sanctions for violations of civil rights laws within the last three (3) years
[ ] True. I certify. [ ] False. I cannot certify.
(ii I have no record of official sanctions for violations of real estate license laws within the last three (3) years
[ ] True. I certify. [ ] False. I cannot certify.
(iii) I have no record of criminal convictions within the past ten years where the crime was punishable by death or imprisonment more than one year under the law under which the applicant was convicted (ten years is measured from the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date)

[ ] True. I certify. [ ] False. 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.

22. Have you ever been disciplined by any Boards/Associations or MLSs?

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

23. Have you ever been disciplined by the DRE?

[ ] 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.** When applying for Designated REALTOR® and REALTOR® membership, upon acceptance and payment of all dues and assessments, I will automatically become a member of the California Association of REALTORS® and the National Association of REALTORS®, as well as my local Board/Association. 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.

2. **Use of the term REALTOR®.** I understand that the term REALTOR® is a federally registered trademark of the National Association of REALTORS®("N.A.R.") and use of this term is subject to N.A.R. rules and regulation. I agree that I cannot use the term REALTOR® until this 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 discontinue use of the term REALTOR® 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 complete such orientation prior to becoming a member of the Board/Association or MLS, or by the deadline set by the Board/Association or the MLS if provisional membership is allowed. I understand that unless or until I complete required orientation, my application for membership will not be granted, including that in the event a Board/Association or MLS granted any introductory provisional membership pending timely completion of orientation, that said provisional membership will be dropped upon expiration of the deadline set.

4. **License validity.** I understand that if my license is terminated, lapses or inactivated at any time, my REALTOR® membership and/or MLS participation/subscription is subject to immediate termination.

5. **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 _____

6. **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 Department 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 or 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.

7. By signing below, I expressly authorize the Board/Association/MLS, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone, text or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) .

8. **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 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 or device receiving MLS information. I agree not to transmit to or share the information with any participants, subscribers and clerical users, or any other non-subscribing licensee or third party, 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 databases. I agree not to allow such unauthorized access by use of any of my equipment, devices, usernames, or passwords.

   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 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 my discipline and ultimate termination of my access to MLS services.

   G. I will not lend or make available my lockbox key, code, or device to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code or device 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.

9 **REALTOR® 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 an 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.*

10. REALTOR® Membership dues and assessments and MLS fees are set forth separately in EXHIBIT A: MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

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.

_____

Signature of Applicant Date of Signature

_____

Signature of Designated REALTOR® Date of Signature

_____

Signature of MLS Participant Date of Signature