



SOUTHLAND REGIONAL ASSOCIATION OF REALTORS®, INC.

MEMBERSHIP/MLS APPLICATION

-- Copy of California Drivers License, Real Estate License or Appraisal Certificate Required --

I hereby apply for membership and/or as an MLS Participant/Subscriber in the above-named local Association of REALTORS® and/or MLS (hereinafter referred to as the Association/MLS), CALIFORNIA ASSOCIATION OF REALTORS® and NATIONAL ASSOCIATION OF REALTORS®.

Shaded Items are Mandatory.

1. Name: (as shown on license)

2. Display Name:

3. DRE License #: OREA Appraisers License #: Exp. date: Broker Salesperson Certified General Certified Residential Licensed

4. List Professional Designations (GRI, CRS etc.)

5. Have you previously been assigned a N.A.R. Id number? Yes No If so, enter #

6a. Driver's license #: 6b. Date of Birth: mm dd yr

7. Firm Name: BRE Corp./Broker Lic. #:

8. Firm Address: (street) (city) (state) (zip)

9. Firm Phone: ( ) Firm Fax: ( )

10. Firm Website:

11. Home Address: (street) (city) (state) (zip)

12. Mailing Address (if different) (street) (city) (state) (zip)

13a. Home Phone: ( ) 13b. Preferred Phone: Home Office Cell

14. Member E-mail address:

15. I opt out of electronic billing and wish to receive all future MLS/Dues billing by mail: Y N

16. Cell Phone: Fax:

Privacy Statement: Home address, home phone number and member email addresses are not shared, sold or made available to any outside entity. This information is used only by the Association for education and information purposes. You agree that we may use your information to contact you and deliver information to you concerning administrative notices, educational offerings and communication relevant to your use of Association and MLS services.

17. Are you a U.S. veteran? Yes No If yes which branch?

18. I hereby apply as a (check one box): Designated REALTOR REALTOR w/MLS Services REALTOR w/o MLS Services MLS Enrollee MLS Participant

Member #: Firm #:

19. Persons other than principals, partners or corporate officers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership. MLS subscribers must remain affiliated with an MLS participant to be MLS enrollee.

Name of Designated REALTOR®/MLS Participant: \_\_\_\_\_  
Member Number/Designated REALTOR®/MLS Participant: \_\_\_\_\_

20. Check the applicable boxes: I am a . . . . .  sole proprietor  corporate officer  
 general partner  non-principal

21. Please let us know your primary and secondary real estate focus:  
Primary Business:  Residential  Commercial  
Secondary Business (if none please leave blank):  Residential  Commercial

22. Sole proprietors, general partners or corporate officers must answer these questions.  
a. Are you subject to any pending bankruptcy proceedings?  Yes  No  
b. Have you been adjudged bankrupt within the last three (3) years?  Yes  No  
c. Do you have any record of official sanctions by a court or other lawful authority within the past three (3) years for . . .  
civil rights laws  Yes  No  
real estate licensing laws  Yes  No  
other laws prohibiting unprofessional conduct  Yes  No

23. List all Boards/Associations of REALTORS® to which you NOW belong as a member:  
\_\_\_\_\_

List all MLSs to which you NOW belong

\_\_\_\_\_

24. List all Boards/Associations of REALTORS® to which you have PREVIOUSLY belonged as a member:

\_\_\_\_\_

List all MLSs TO which you PREVIOUSLY belonged:

\_\_\_\_\_

25. Have you been disciplined by any of the above  Yes  No  
Boards/Associations or MLSs? If yes, attach copies of discipline.

26. Is there any discipline pending in any other Board/Association or MLSs, or was there any discipline pending at the time of your termination with such Board/Association or MLS?  Yes  No

If Yes, please indicate the Board/Association or MLS, and the nature of the pending discipline

27. Have you ever been disciplined by the DRE?  Yes  No  
If yes, attach copies of discipline.

28. Is there any discipline now pending before the DRE?  Yes  No  
If yes, provide all relevant details and dates, and attach copies of any complaints file by the DRE.

29. Are there any pending and unpaid arbitration awards against you or your firm?  
 Yes  No  
If yes, provide information concerning the award, and provide a copy thereof.

30. **ARBITRATION AGREEMENT:** (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 C.A.R. 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 the Association 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 a Subscriber of the Association/MLS which shares a common database with this Association/MLS through a Regional or Reciprocal Agreement.

31. **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 under the bylaws or MLS rules, including but not limited to discipline by the Association/MLS, I understand I will not be entitled to a refund of my dues or fees.

32. **AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER:** I authorize the Association/MLS or its representatives to verify any information in this application including contacting any Board/Association/MLS, the DRE, current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant or Subscriber to release all membership and disciplinary records to the Association/MLS, to which I am applying, I further authorize this Association/MLS to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by the Association/MLS, C.A.R., N.A.R., their agents, employees, committees or members.

33. I understand I am required to submit a copy of my real estate license, or appraisal certificate, as a condition of membership. I understand that I will be eligible for Association services as soon as I complete application requirements, and pay appropriate fees and dues.

I am enclosing with this application my application fees and required dues for the Southland Regional Association of REALTORS®, the California Association of REALTORS®, and dues allocation for the National Association as per Membership Rules, and agree to pay such dues as they may change from time-to-time so long as I am a member of the Southland Regional Association of REALTORS®. I am to pay State dues and National Association allocations through the Association unless I obtain a complete waiver for same.

34. **MEMBERS WHO HAVE BEEN TERMINATED FOR NON-PAYMENT OF DUES MAY REINSTATE UPON PAYMENT OF A PROCESSING FEE EQUAL TO THE CURRENT SRAR APPLICATION FEE, REINSTATEMENT FEES AS REQUIRED BY THE CALIFORNIA ASSOCIATION OF REALTORS®, AND OUTSTANDING DUES PRORATED TO THE END OF THE CALENDAR YEAR.**

In the event my application is disapproved my Association services will be discontinued, and my application fees and dues will be refunded. In the event an application for participation in the MLS, whether as a licensee or as a clerical support, is rejected by the Association, the applicant, and his or her broker, if any, will be promptly notified in writing of the reason for the rejection. The broker shall have the right to respond in writing, and to request a hearing before a panel selected from the Board of Directors. The hearing will be held in accordance with rules adopted from time to time by the Board of directors, which will make provision for adequate notice of the time and place of the hearing, and shall provide that the parties involved shall have the right to appear and present evidence, both oral and written, and be represented by legal counsel.

I understand that failure to complete Orientation within three concurrent scheduled dates of application will result in cancellation of application and service, and that Association applicant fees will be retained.

I have been given and agree to abide by, effective immediately, the Association's Bylaws, Rules and the Code of Ethics. I also agree to abide by the Constitution and Bylaws of the State and National Association.

35. I 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.

36. I understand the Association/MLS requires orientation.

37. By becoming and remaining a member of the 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®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may from time to time be amended.

38. I understand and agree that by becoming and remaining a 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 will not represent myself, or any firm or company with whom I may become associated,, as REALTOR®, Unless I am a REALTOR® member of another Board, nor will I represent myself as a member of the Southland Regional Association of REALTORS®.

B. I agree to abide by all of the rules and regulations applicable to Broker MLS Participants as they now exist or as they may be adopted or amended from time to time by the Association; these "rules" presently include the Multiple Listing Service Rules, Professional Standards Rules (which include the duty to arbitrate disputes as they relate to MLS participants) Association By-Laws pertaining to Licensee Certification and Membership rules pertaining to advising the Association of new associates, and all other rules regarding MLS participation and confidentiality, copies of which I have received, read and understand.

C. I agree to pay such MLS fees and costs as are charged Broker MLS Participants, including an initial MLS participation fee of \$600. MLS participation fee is non-refundable.

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- D. 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.
  - E. I agree not to reproduce any portion of the active listings unless specifically authorized under the rules.
  - F. I agree not to download MLS data except as provided in the MLS rules.
  - G. 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.
  - H. 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 prohibit 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.
  - I. I agree not to leave my MLS publications in a non-secured area.
  - J. I agree not to give or sell my MLS publications, or any part thereof, to any person. I further understand and agree that the MLS publications are merely being leased to me and must be returned to the Association upon demand.
  - K. I understand that clerical users I have employed 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 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 to me.
  - L. The security of many homeowners in the area depends on the security of the keybox system. I will not lend or make available my entry card 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 entry card, and lock box and that I agree to be responsible for these costs.
  - M. I understand that as a non-member of the Association, I am not entitled to vote or otherwise participate in the government of the Association or the MLS, to serve as an officer, director, or committee member of the Association, or to participate in any Association services except those applicable to the MLS. I understand that access to the MLS shall include the right to file my listings with the MLS, and to cooperate with other members in the sale of all property listed with the MLS, in accordance with MLS rules, to purchase copies of the sales summary, to purchase terminal service access, and to delivery of MLS materials to my office, if eligible as per delivery regulations.
  - N. I understand that any sales person or brokers associated with me must become an enrollee with the MLS, unless they belong to another MLS, and pay the required application/processing fees, in order to participate in any MLS service and that I am responsible to assure adherence to the required SRAR Multiple Listing Rules by my associates. (MLS rule #4 Participation)
  - O. I understand and agree that the above statements are in addition to the MLS rules, which I have also agreed. Violation of any MLS rule 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 the information given in this application is true and correct.**

Agent's Signature \_\_\_\_\_ Date of signature \_\_\_\_\_

Signature of Designated REALTOR®/Broker \_\_\_\_\_ Date of signature \_\_\_\_\_