



**APPLICATION FOR REALTOR® AND/OR MLS MEMBERSHIP
TEHACHAPI AREA ASSOCIATION OF REALTORS®**

TYPE OF APPLICATION

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

FOR ASSOCIATION MEMBERSHIP:

FOR MLS MEMBERSHIP:

Designated REALTOR® (Broker)

MLS Broker Participant

REALTOR®

MLS Subscriber

Secondary Association Member

MLS Appraiser Participant

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. List all other dba's: _____

8. Home Address: _____
(street) (city)

_____ (state) (zip code)

9. Home Phone No: _____ Home Fax No: _____ Cell Phone No: _____

10. Which do you want as the primary mailing address? Firm Home

11. E-Mail Address: _____ Birth Date (MM/DD/YY): _____

If Broker, E-Mail Address for BILLING: _____

12. Social Security # (LAST FOUR DIGITS ONLY) XXX-XX - _____

13. CalBRE License#: _____ Expiration Date: _____

Type: Broker Salesperson Corporate

14. OREA Appraisers License #: _____ Expiration Date: _____

Type: Certified General Certified Residential Licensed

15. Professional Designations: GRI CRS Other(s) (please specify): _____

16. Primary Specialty: Residential Property Management Appraising Mortgage Financing

Commercial/Industrial Farm and Land Building and Development Other _____

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

Participant or Subscriber: _____

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

Participant or Subscriber: _____

19. 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. Please complete the applicable line below:

Name of Designated REALTOR®: _____ CalBRE License # _____

Name of MLS Broker or Appraiser Participant: _____

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

20. **FOR 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 in the MLS and/or accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

Yes, I certify. No I cannot certify.

DESIGNATED REALTOR®, MLS BROKER & APPRAISER PARTICIPANT APPLICANTS ONLY Questions 21 – 25

21. 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 CalBRE or OREA License #.

22. I am a (check the applicable boxes):

sole proprietor general partner corporate officer branch office manager

23. If you checked **ANY** box in question 22, 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.)

c. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violations of:

(i) Civil rights laws Yes, I certify. No, I cannot certify.

(ii) Real estate licensing laws 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 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.

24. Have you ever been disciplined by any of the above Boards/Associations or MLS's listed in questions 17 and 18?

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

25. Have you ever been disciplined by the CalBRE?

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

GENERAL TERMS AND CONDITIONS OF 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®.** I understand that the professional designation REALTOR® and REALTOR-ASSOCIATE® are a federally registered trademark of the National Association of REALTORS® ("N.A.R.") and use of this designation is subject to N.A.R. rules and regulations. I agree that I cannot use this professional designation until this application is approved and all my membership requirements are completed. 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.

3. **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.

4. **No refund.** I understand that my Board/Association membership dues and MLS fees are nonrefundable. 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.
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 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, 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 this document,** 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. 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 either by use 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. The security of homeowners depends on the security of the lockbox system. I will not lend or make available my lockbox key or key card to any person, even 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, key card and lockbox and that I may be held responsible for these costs.
 - 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 the Board/Association, which owns the MLS, and the Association 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.

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.

FOR ASSOCIATION AND/OR MLS MEMBERSHIP:

Signature of REALTOR® or MLS Subscriber
(Primary or Secondary Association Membership)

Date of Signature

Signature of Designated REALTOR® or Broker Participant
(Primary or Secondary Association Membership)

Date of Signature

Signature of MLS Appraiser Participant

Date of Signature

DUES AND FEES			
ITEM	BROKER	AGENT	TOTALS
PRIMARY ASSOCIATION MEMBERSHIP:			
Association Initiation Fee			
Association Annual Dues			
CAR Processing Fee			
CAR Annual Dues			
NAR Annual Dues			
Political Survival Contribution* (<i>Voluntary</i>)			
PRIMARY MEMBERSHIP TOTAL			
SECONDARY ASSOCIATION MEMBERSHIP:			
Association Initiation Fee			
Association Annual Dues			
MLS Application Fee		n/a	
MLS Annual Fee			
MLS Monthly Fee			
SECONDARY MEMBERSHIP TOTAL			
MLS FEES:			
Application Fee		n/a	
Annual Fee			
Monthly Fee			
MLS FEES TOTAL			
AFFILIATE MEMBERSHIP:			
Initiation Fee			
Annual Dues (<i>Up to 4 Representatives</i>)			
Additional Representative(s)			
AFFILIATE MEMBERSHIP TOTAL			
MLS ADDITIONAL COSTS:			
Input New Listing			
Smart Key Card			
Smart Key Card Monthly Maintenance Fee			
Reactivate Smart Key Card			
SentriLock Lockbox			
Smart Key Card Reader - Office			
Smart Key Card Reader – Home			
MLS ADDITIONAL COSTS TOTAL			
TOTAL AMOUNT PAID			

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

* Contributions or gifts to the 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.