## LAKE COUNTY ASSOCIATION OF REALTORS®



## CALIFORNIA ASSOCIATION OF REALTORS $\ensuremath{\mathbb{R}}$

# APPLICATION FOR

### REALTOR® AND/OR MLS MEMBERSHIP

**Email Completed Application to: dawnt@lcaor.com** 

## TYPE OF APPLICATION

1.	I want to apply for the following cate Designated REALTOR® Salesperson REALTOR® REALTOR® Only Other:	N N N	(check all applicable ILS Broker Participa ILS Only Subscriber ILS Appraiser ILS Clerical User	int (Responsible l	Broker)
			INFORMATION		
2.	Name (as it appears on your license):				
3.	Nickname:				-
4.	Firm Name:(This is the broker/brokerage name u and/or approved your DBA)			under which DRI	E has issued your license
5.	Firm Address:(street)	(city)	(state)	(zip code)	
6.	Firm Telephone Number:	Firm Telep	hone Number-Direct	i:	_
	Firm Fax Number:				
7.	Which do you want as the primary pl	none? Firm F	irm-Direct Cell	[	
8.	List all other DBAs:				_
9.	Home Address:(street)	(city)	(state)	(zip code)	_
10.	Cell Number:			\ 1 /	
					_
11.	Which do you want as the primary m				
12.	E-Mail Address:		Birth Date (M/D/Y):	/	_
	Website address:	Social Med	ia Handles:		_

13.	Please list your applicable license(s) corresponding with this ap	plication:				
	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 #: BREA Appraiser's License, Certified Residential, License					
	BREA Appraiser's License, License #: BREA Appraiser's License #:					
14.	Please list Professional Designations: (ex: GRI, CRS, etc.)					
15.	Commercial/Industrial Brokerage	Property management Appraising				
		Mortgage Financing Other(s) (please specify):				
16.	List all Boards/Associations of REALTORS® and MLS to which	ch you <u>CURRENTLY BELONG</u> :				
	List all Boards/Associations of REALTORS® and MLS to which	ch you <u>PREVIOUSLY BELONGED:</u>				
	My NRDS # is:					
17.	Persons other than principals, partners, corporate officers or bra remain employed by or affiliated with a Designated REALTOR than principals, partners, corporate officers or branch office man California real estate license must remain employed by or affilia Participant of the MLS in order to join as a MLS Subscriber. If	® to be eligible for REALTOR® membership. Persons other nagers of real estate or appraisal firms who hold a valid atted with a MLS Broker Participant or MLS Appraiser				
	(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 must offer and/or accept compensation in the capacity of a real					
	I certify that I actively endeavor during the operation of my real MLS and/or to accept offers of cooperation and compensation in					
	Yes, I certify No, I cannot certify.					

19.	<b>DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY.</b> 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 <u>all</u> 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 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				
	<ul> <li>Have you or your firm been adjudged bankrupt within the last three (3) years?</li> <li>Yes No</li> <li>If you answered yes to (a) or (b), you may be required to make cash payments in advance for membership dues and MLS fees.</li> </ul>				
20.	<b>DESIGNATED REALTOR® APPLICANT ONLY.</b> 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 in excess of 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 No No If yes, provide all relevant details and dates (or attach copies of discipline).				
	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 professional designations REALTOR® 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®, 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.



- 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.
- 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 data bases. I agree not to allow such unauthorized access by use of any of my equipment, devices 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 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 discipline and ultimate termination of 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.
- 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 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.
- 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	
Authorization of Payment	I authorize payment to my credit card in the amount of \$	
Signature of Payor	complete payment information page below	

#### **Syndication of Listings**

Designated Realtors and MLS Participants can choose to syndicate listings from the MLS to Realtor.com, Homes.com and Apartments.com. In order for that to be configured the Association needs your approval. If you choose to syndicate you have two options:

- 1. Syndicate all agency listings to Realtor.com, Homes.com and Apartments.com (when applicable), OR
- 2. Let your agents individually choose whether they want their listings to syndicate.

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	ease select which option you would like (choose only one option):  No syndication
	Syndicate all agency listings to Realtor.com and Homes.Com and Apartments.com (when application is a similar to the state of the state
	Let agents individually choose whether they want their listings syndicated.
User	/Realtor
	Syndicate my listings to Realtor.com and Homes.Com and Apartments.com
	No syndication of my listings.
	PAYMENT
	<u>IAIMENT</u>
	Please indicate if payment is made by check. Check #: Amount: \$
	Please charge initial membership payment to my credit card:
	Visa Mastercard American Express Discover
**	Card Number:
Ex	piration Date: 3-digit Security Code
Ca	rd Holder:
Sig	gnature:
	thorized amount: \$
Αι	
Au Ol	₹
Ol	Please call for payment information. Telephone number:

been made.

# LAKE COUNTY ASSOCIATION OF REALTORS® SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE LAKE COUNTY.	ASSOCIATION OF REALTORS® (LCA	AOR - known as 'SentriLock Cu	ıstomer'
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 o	of Agent/Subscriber)	

- 1. SMART CARD RECEIPT: Participant and/or Subscriber acknowledge receipt of a SentriLock Smart Card from the LCAOR.
- 2. TITLE TO SMART CARD: Participant/ Subscriber acknowledges that the Smart Card shall be the sole property of SentriLock and shall be returned as required by SentriLock or SentriLock 'Customer' (Lake County Association of REALTORS®)
- 3. CARD EXCHANGE by SENTRILOCK OR ASSOCIATION: SentriLock may from time to time at its discretion require the Customer (LCAOR) 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. SentriLock 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 LCAOR, prohibiting further use of the Smart Card until a new update is obtained from the LCAOR 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 LCAOR.
- **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 LCAOR.
- 6. RETURN OF SMART CARD: Participant/Subscriber agrees to return Smart Card within 48 hours of receipt of a request to do so by the LCAOR or SentriLock:
  - 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 LCAOR.
- **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 LCAOR within (3) days of the loss or theft of a Smart Card. The Participant/Subscriber shall sign and deliver a statement to the LCAOR with respect to the circumstances surrounding the loss or theft. LCAOR 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 LCAOR with respect to the SentriLock System.
  - b. pay a \$10 administrative charge to replace card damaged or non-functioning.
- 9. DISCIPLINARY ACTION: Participant/Subscriber agrees to be subject to the disciplinary rules and procedures of the Lake County 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 LCAOR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against LCAOR resulting from loss, use or misuse of the SentriLock 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 SentriLock System.
- 11. REIMBURSMENT: Participant/Subscriber agree that, in the event that LCAOR 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 LCAOR 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, Lake 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. ADDITIONAL PERMISSIONS FOR SPECIFIC FEATURES:

- a. One Day Codes No R.E. Participant or Subscriber/Agent may issue a one day unless they have verified the validity of the requesting person's real estate license and identity.
  - a. One day codes may be issued to persons who have need to inspect a portion or all of the property for the purpose of preparing a report or issuing a clearance, or who is to perform repair work or other work to the property in connection with the transaction provided that the seller has consented.
  - b. Under no circumstances shall a one day code be issued to unlicensed (real estate license) prospective buyers.
- b. Do Not Disturb (D.N.D.) Codes All lockboxes are equipped with Do Not Disturb codes which are defaulted from 8:00 pm to 7:00 am. Entry into homes or presence in the home during this time period is prohibited without written consent from the Listing Broker.
- A Participant or Subscriber must be present at all times when providing access to a listed property unless the Seller has consented otherwise.

#### 17. PARTICIPANT'S RESPONSIBILITES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Lake County 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 LCAOR 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 LCAOR. 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 a Subscriber does not return the Smart Card, Participant agrees to furnish LCAOR 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 SentriLock Smart Card User Agreement may result in the loss of LCAOR Smart Card privileges and, further, could cause the LCAOR to recall all Smart Cards issued to Participant and Participant's Subscribers/Agents.

### 18. 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 LCAOR with respect to SentriLock 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.

TAC	ΓΕD:
XX	Subscriber/Agent/Authorized User
ХХ	Participant/Broker/Authorized User
31/-	