



**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. I hereby apply as a (check one):

- Designated REALTOR®
 REALTOR® w/ MLS Service
 REALTOR® Only (no MLS Service)
 MLS Participant (Broker)
 MLS Enrollee (Agent)
 MLS Responsible Appraiser
 MLS Appraiser

2. Name: _____ (as shown on license)

3. MLS Display Name: _____

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

5. List Professional Designations (GRI, CRS etc.) _____

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

7a. Driver's license #: _____ 7b. Date of Birth: mm ____ dd ____ yr ____

8. Firm Name: _____ 8.b DRE Corp./Broker Lic. #: _____

9. Firm Address: _____ (street) _____ (city) _____ (state) _____ (zip)

10. Firm Phone: () _____ Firm Fax: () _____

11. Firm Website: _____

12. Home Address: _____ (street) _____ (city) _____ (state) _____ (zip)

13. Mailing Address (if different) _____ (street) _____ (city) _____ (state) _____ (zip)

14a. Home Phone: () _____ 14b. Preferred Phone: Home Office Cell

15. Member E-mail address: _____

16. I opt **out** of electronic billing and wish to receive all future MLS/Dues billing by mail:

17. Cell Phone: () _____

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

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® membership. Persons other than principals, partners, corporate officers, or branch office managers of real estate or appraisal firms who hold a California real estate license must remain employed by or affiliated with an MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as a MLS Subscriber.

19a. Name of 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:	Secondary Business (if none please leave blank):
<input type="checkbox"/> Residential	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial	<input type="checkbox"/> 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

23. All applicants must answer these questions:

a. Do you have any record of official sanctions by a court or other lawful authority within the past (3) years for civil rights laws. Yes No
real estate licensing laws. Yes No
b. Do you have any 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 conviction or the release of the applicant from confinement imposed for that conviction, whichever is the later date). Yes No

If you answered YES to 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. Are you transferring from another Board/Association or have you paid your fees to another Board/Association within the past two years? Yes No

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

List all MLSs to which you Now belong

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

List all MLSs to which you PREVIOUSLY belonged:

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

28. 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

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

30. 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.

31. 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.

32. **ARBITRATION AGREEMENT:** A condition of membership in the 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®) 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® members of this 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 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 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 Association facilities and in accordance with the Association rules and procedures for arbitration, pursuant to the California Code of Ethics and Arbitration Manual together with the SRAR Professional Standards Rules Addendum.

33. **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.

34. **AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER:**

I authorize the 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. 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.

35. By signing below, I expressly authorize the 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 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 Association/MLS (including the local, state and national, or their subsidiaries or representatives).

36. 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 agree to pay the 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.

37. **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.

38. 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.

39. I understand the Association/MLS requires orientation.

40. By becoming and remaining a member of the Association, I agree to abide by the bylaws, policies and rules of the 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.

41. **MLS Broker Participant Applicants Only.** To be eligible for MLS membership, MLS Broker Participants must offer and/or accept compensation in the capacity of a real estate broker. By signing below, I certify that I actively endeavor during the operation of my real estate business to list real property of the property type listed on the MLS and/or accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

42. 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/Association, 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.

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 listings except as provided in the MLS rules.

F. I agree not to download MLS data except as provided in the MLS rules.

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- 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 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.
 - H. 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.
 - I. 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.
 - J. 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 Association/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.
 - K. 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.

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 _____