



# Application for REALTOR® and/or MLS Membership

Pacific West Association of REALTORS®

## Type of Application

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

Agent       Broker       Office Assistant - Clerical       Appraiser

## General Information

Name (as it appears on your license): \_\_\_\_\_

Nickname: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_ Firm Fax Number: \_\_\_\_\_

List all others dba's: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_ Home Fax Number: \_\_\_\_\_

\*\*A membership specialist will contact you to discuss the payment options that meet your needs.

A Daytime phone number to call: \_\_\_\_\_

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

Billing preference:     Postal Mail     E-Mail

E-Mail Address: \_\_\_\_\_ Birth Date (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_

Social Security # : \_\_\_\_\_ Drivers License # : \_\_\_\_\_

DRE License # : \_\_\_\_\_ OREA Appraisers License # : \_\_\_\_\_

Type:     Broker  
           Salesperson  
           Corporate

Type:     Certified General  
           Certified Residential  
           Licensed

Expiration Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Professional Designations:     GRI     CRS     Other(s) (please specify) : \_\_\_\_\_

Primary Specialty:

Residential Brokerage  
 Commercial/Industrial Brokerage  
 Farm and Land Brokerage  
 Building and Development

Property Management  
 Appraising  
 Mortgage Financing  
 Other(s) (please specify): \_\_\_\_\_



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

Participant or Subscriber: \_\_\_\_\_

\_\_\_\_\_

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

Participant or Subscriber: \_\_\_\_\_

\_\_\_\_\_

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 others 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. If applicable, please complete below:

Name of Designated REALTOR®: \_\_\_\_\_

Designated REALTOR® DRE License #: \_\_\_\_\_

Name of MLS Broker or Appraiser Participant: \_\_\_\_\_

MLS Broker or Appraiser Participant DRE or OREA License #: \_\_\_\_\_

**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 on the MLS and/or to 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 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 OREA License #.

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



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If you checked any box in the previous question, 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.

I certify that I have no record of official sanctions rendered by the courts or other lawful authorities for violations of:

- (i) civil rights laws within the last three (3) years.  Yes, I certify  No I cannot certify.
- (ii) real estate license laws within the last three (3) years.  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.

Have you ever been disciplined by any of the above Boards/Associations or MLSs in question 16?

Yes. If yes, attach copies of the discipline  No

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.** 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® OR REALTOR-ASSOCIATE®.** I understand that the professional designations REALTOR® and REALTOR-ASSOCIATE® 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® 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 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.
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 pend-



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ing; (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 below**, 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. 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 either any 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 to any person, even if 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 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 Board/Association which owns the MLS and the Board 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.

## Sign Here

**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

\_\_\_\_\_  
Signature of Designater REALTOR®

\_\_\_\_\_  
Signature of MLS Participant

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

