

RIDGECREST AREA ASSOCIATION of REALTORS®, INC.

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APPLICATION FOR MEMBERSHIP FOR SOUTHERN SIERRA MLS

When submitting this application for new membership, you must include a copy of your driver's and DRE license.

BROKERS MUST BE AN ACTIVE MEMBER FOR AN AGENT TO JOIN THE MLS.

ORIGINAL SIGNATURES ONLY, COMPLETED DIGITAL APPLICATIONS OKAY

Pro-rated Real Estate Licensee and Appraiser MLS Dues: \$687.80 for January - December 2020 (Billed bi-annually at \$343.90 per six month period in January and June)

One Time Set Up Fee - \$750.00

Broker Participation Fee: \$343.90

Agent Participation Fee: \$343.90

Lockbox keys must be picked up at Association office in person, fees vary by month of signup)

MLS fees are billed semi-annually at \$343.90 to your Broker

NO REFUNDS/Make all payments to Ridgecrest Area AOR

Name: _____ Date: _____

Home Address: _____ City: _____ Zip: _____
(no P.O. Box numbers will be accepted)

Mailing Address: _____ City: _____ Zip: _____
(if different than home address)

Home Phone: _____ Contact Phone: _____ Pager/Cell: _____

DRE License #: _____ Exp. Date: ____/____/____ Date of Birth: ____/____/____ Social Security #: ____/____/____

Website: _____ E-Mail Address: _____

After membership has been approved you will be given instructions for contacting our MLS Provider. You will speak directly to the provider for materials and instructions for installation and use of the MLS program, and the selection of a password.

The subscribing parties understand that the unauthorized use of information, reports, printouts, and passwords is prohibited and is a violation of MLS Rules regarding confidentiality of the MLS, which can result in the cancellation of passwords, and/or disciplinary action as provided in the MLS Rules of the Association.

By signing below you are verifying that all information has been read and understood. *No application will be accepted without signatures.

Firm Name: _____

Firm Address: _____ City: _____ Zip: _____
(no P.O. Box numbers)

Mailing Address: _____ City: _____ Zip: _____
(if different than street address)

Firm Phone Number: _____ Firm Fax Number: _____

Are you currently a member of any other Association? _____ if yes, please provide Association name(s) _____

I understand that MLS orientation is mandatory for all new MLS applicants. Failure to attend MLS orientation when duly notified of the date, time and place, will result in suspended membership until orientation has been completed. _____ (initials)

Broker Signature _____ Print Name _____ Date ____/____/____

Agent Signature _____ Print Name _____ Date ____/____/____

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

ORIENTATION: I understand that if the Association or MLS requires orientation, I must attend such orientation within the timeframe as set forth in the MLS Rules. _____ (Initials)

NO REFUND FOR FAILURE TO MAINTAIN ELIGIBILITY: I understand that in the event I fail to maintain eligibility for membership or for MLS services for any reason, I will not be entitled to refund of my dues or fees. _____ (Initials)

NO REFUND FOR EARLY TERMINATION: I understand that in the event that I choose to terminate my membership prior to the end of the current billing cycle that I will not be entitled to a refund of my dues. _____ (Initials)

RE-ESTABLISHMENT FEE: I understand that there will be a \$275 re-establishment fee if I am terminated and fail to re-join the MLS within 30 days of termination. _____ (Initials)

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 MLS 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 not to 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 many 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 the Association which owns the MLS and the Association may pursue its legal remedies against me to recover such damages.

ARBITRATION AGREEMENT – MLS APPLICANTS ONLY

A condition of participation in the MLS is that you agree to binding arbitration of disputes. 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) with any other MLS Broker or Appraiser Participant or MLS Subscriber of another Board /Association MLS which shares a common database with this 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.

_____ Date _____
(signature required for processing)

This application will not be processed if the form is incomplete in any way. You must attach the appropriate items: a copy of driver's license, copy of DRE license, appropriate fees and dues. Forms must have original initials and signatures where indicated.

**MLS PARTICIPATION AGREEMENT – BROKER OR APPRAISER PARTICIPANT
(who is not a member of the Association)**

Name: _____

Office Address: _____

Primary Board of Association: _____

I agree as a condition of participation in the MLS to abide by all relevant Bylaws, Rules and other obligations of participation including payment of fees. I further agree to be bound by the Code of Ethics on the same terms and conditions as Association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the Association. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative

MLS PARTICIPATION AGREEMENT – SALES ASSOCIATE/MLS SUBSCRIBER

I _____, agree to abide by the Multiple Listing Service Rules of the Ridgecrest Area Association of Realtors®, Inc. in force at this time and as from time to time amended by the Multiple Listing Service Committee and the Board of Directors. I understand that I must be associated with a Participant in order to participate in any Multiple Listing service.

MLS Sales Associate Licensee Signature

Date: _____

MLS Broker Participant Signature