



4800 Stockdale Hwy., Suite #100, Bakersfield, CA 93309

MLS Membership Application

1. I apply for the following categories of membership (check all applicable boxes):

Check one MLS Participant MLS Subscriber

2. 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 Broker Participant to be eligible for MLS 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 broker's license must remain employed by or affiliated with a MLS Broker Participant of the MLS in order to join as a MLS Subscriber. If applicable, please complete below:

Name of Broker Participant:

Broker Participant DRE License #:

3. Applicants Name (as it appears on your DRE license):

4. Name (as you wish it to appear on roster);

5. Office Name:

6. Office Address:

(Street) (City) (State) (Zip)

7. Office Telephone #:

Office Fax #:

8. List all other DBA's

9. Home Address:

(Street) (City) (State) (Zip)

10. Home Telephone #

Home Fax #:

11. Which do you prefer as your primary mailing address

Office

Home

12. Cell Telephone #:

E-mail address:

13. Social Security # ** * - ** - ____ _

Drivers License #:

14. DRE License #

Expiration Date:

15. Professional Designations: GRI CRS Others please specify: _____

16. Primary Specialty: Residential Brokerage
 Property Management
 Commercial/Industrial Brokerage
 Appraising
 Farm and Land Brokerage
 Mortgage Financing
 Building and Development
 Other (s) Specify:

17. List Primary Board and/or all other Association(s) of REALTORS® to which you currently/previously belong to as a REALTOR®, REALTOR Associate®, or MLS Participant/Subscriber:

Please provide NRDS #, if applicable: _____

18. Have you been disciplined by any of the Boards/Associations or MLS (s) listed in question #17? YES NO
(If you answered yes to the above question attach copies of the discipline).

19. Have you ever been disciplined by the DRE? YES NO
(If you answered yes to the above questions provide all relevant details and dates or attach copies of the discipline).

20. **Broker Participant applicants must provide the Association with a list of licensees employed by or affiliated with them and must also regularly update the Association with any changes, additions, or deletions to the list.**

No Agents List of Agents/DRE # attached.

21. I am (check the applicable boxes): Sole proprietor
 Corporate Officer
 General Partner
 Branch Office Manager

22. If you checked any box in question #21 above, you must answer the following:

Are you or your firm subject to any pending bankruptcy proceeding? YES NO

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 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) Other laws prohibiting unprofessional conduct 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.

ALL APPLICANTS – OPTIONAL

Following is a series of optional questions aimed at gathering information to enable us to provide new and better products and services for our members. Your answers to these questions will in no way be used in the evaluation of your application.

Gender: Male Female

Birth date (M/D/Y) ____ / ____ / ____

Education: High School Diploma Masters Degree Jr. College/AA Degree JD/PHD BA/BS Other

Political Party Affiliation: Democrat Republican Libertarian Independent Other

Other Language Spoken: _____

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

1. Bylaws, policies and rules. 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.

2. Use of the term REALTOR®. I understand that the professional designation REALTOR® is 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. Agent Initial ____ Broker Initial ____

3. **ORIENTATION:** I understand that the MLS requires orientation, I must attend such orientation(s) in the specified time frame or be subject to suspension of service until such time I do attend. Agent Initial ____ Broker Initial ____

4. **NO REFUND:** I understand that my 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. Agent Initial ____ Broker Initial ____

5. Authorization to release and use information; waiver. I authorize the Association or its representatives to verify any information provided by me in the application by any method including contacting the California Department of Real Estate, my current or past responsible broker or designated REALTOR®, or any Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) year; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending; (iv) pending arbitration request (or hearings); and (v) unpaid arbitrations awards or unpaid financial obligations. I understand that any information gathered under this authorization may be used in evaluating my application for membership and further disciplinary sanctions. I waive any legal claim or cause of action against the Association, its agents, employees or members including, but not limited to, slander, libel, 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. Agent Initial ____ Broker Initial ____

6. Additional terms and conditions for MLS applicants only. 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 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. Agent Initial ____ Broker Initial ____

B. I agree not to reproduce any portion of the active listings except as provided in the MLS rules.

Agent Initial ____ Broker Initial ____

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

Agent Initial ____ Broker Initial ____

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.

Agent Initial ____ Broker Initial ____

E. I agree not to give or sell my password to any person nor 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.

Agent Initial ____ Broker Initial ____

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's classification. I further understand that any violation by a clerical user employed by me under the contract with me or used by me is my responsibility and can result in discipline and ultimate termination of MLS services.

Agent Initial _____ Broker Initial _____

G. The security of many homeowners in the area depends on the security of the lockbox system. I agree not to lend or make available my lockbox key to any person, even if they are an authorized MLS user. I further understand that the Association 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.

Agent Initial _____ Broker Initial _____

H. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violations of any MLS rule may result in discipline, fine and ultimate termination of the services. 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.

Agent Initial _____ Broker Initial _____

7. I acknowledge receipt of and agree to abide by the Association's **By-laws** **MLS Rules** and **Citation Policy**

Agent Initial _____ Broker Initial _____

8. **REALTOR®** and MLS applicants only; Arbitration Agreement. A condition of membership in the Association of REALTORS® and participation 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 manager to binding arbitration of disputes with (i) other REALTOR® members of the 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 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.

Agent Initial _____ Broker Initial _____

SIGNATURE

PLEASE SIGN AS APPLICANT AND HAVE BROKER SIGN AS APPLICABLE.

I certify that I have read and agree to the terms and conditions of this application and that all information in this application is true and correct.

Signature of Licensed Applicant:

Date:

Signature of MLS Broker Participant:

Date: