



APPLICATION MEMBERSHIP/MLS



CALIFORNIA DESERT ASSOCIATION OF REALTORS®

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®.

Date: _____ **Email Address: _____

1. Name: Mr./Mrs./Ms. _____ 2. Name: _____
(as shown on license) (as you wish to appear on roster)

3. List other dba's: _____

4. DRE license #: _____ OREA Appraisers license #: _____
 Broker exp. date: _____ Certified General exp. date: _____
 Salesperson Certified Residential
 Licensed

5. Social Security #: _____ Birth Date: _____ 6. Driver's License #: _____

7. Firm Name: _____

8. Firm Address: _____
(P.O. Box) (street) (city) (state) (zip)

9. Firm Phone: () _____ Fax: () _____
Is this your principal place of business? Yes No

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

11. Home Phone: () _____ email address: _____

12. Which do you want as a mailing address? Firm Home

13. I hereby apply as a (check all applicable boxes): Designated REALTOR® MLS Participant
 REALTOR® MLS Subscriber
 Primary Membership Secondary Membership

14. Persons other than principals, partners or corporate officers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership. MLS subscribers must remain affiliated with an MLS participant to be an MLS subscriber.

15. What Boards/Associations of REALTORS® do you NOW belong to as a member?: _____
Board Phone #: _____
What MLSs do you NOW belong to?: _____

FIRM # _____ MEMBER # _____ PRIVATE ID # _____

16. What Boards/Associations of REALTORS® have you PREVIOUSLY belonged to as a member?:

What MLSs have you PREVIOUSLY belonged to?: _____

17. Have you ever been disciplined by any of the above Boards/Associations or MLSs?

Yes No

If yes, attach copies of discipline.

18. Have you ever been disciplined by the DRE?

Yes No

If yes, attach copies of discipline.

Designated REALTORS® applicants or MLS participants only:

19. Check the applicable boxes: I am a....

sole proprietor corporate officer
 general partner non-principal (agent)

20. 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

c. Do you have any record of official sanctions by a court or other lawful authority within the past three (3) years for...

civil rights laws Yes No
real estate licensing laws Yes No
other laws prohibiting unprofessional conduct Yes No

21. Please list ALL licensees (type of license and license numbers under your license). Attach sheet if necessary.

Name Broker or Sales DRE# or Appraisers #

22. ARBITRATION AGREEMENT: (a) I hereby agree for myself and the firm for which I act to binding arbitration of disputes with any member of this Association, with any member of C.A.R. in accordance with its rules and regulations or any client covered by the Board/Association rules. (b) Further, I agree to binding arbitration in accordance with Association/MLS rules, with any other MLS Participant of this MLS or with any other MLS Participant or Subscriber of this Association/MLS or with any other MLS Participant or Subscriber of a Association/MLS which shares a common database with this Association/MLS through a Regional or Reciprocal Agreement.

23. 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.

24. AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER: I authorize the Association/MLS or its representatives to verify any information in this application including contacting any Association/MLS, the DRE, current or past broker or business associates. I further authorize any Association/MLS in which I have been a member or MLS Participant or Subscriber to release all membership and disciplinary records to the Association/MLS to which I am applying. I further authorize this Association/MLS to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by the Association/MLS, C.A.R., N.A.R., their agents, employees, committees or members.

25. I 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.

26. I understand that if the Association/MLS requires orientation, I must attend such orientation prior to becoming a member.

27. By becoming and remaining a member, I agree to abide by the Constitution, Bylaws, Code of Ethics and any other rule as from time to time amended of the National Association of REALTORS®, California Association of REALTORS® and the Association/MLS.

28. 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.

B. I agree not to reproduce any portion of the active listings unless specifically authorized under the 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 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.

F. I agree not to leave MLS information in a non-secured area.

G. I agree not to give or sell MLS information, or any part thereof, to any person. I further understand and agree that the MLS books are merely being leased to me and must be returned to the Board upon demand.

H. I understand that the clerical users I have registered 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 to me and ultimate termination of MLS services to me.

I. The security of many homeowners in the area depends on the security of the lockbox system. I will not lend or make available my lockbox key or programmer to any person, even if an authorized MLS user. I further understand the the Board can incur costs in securing the system if I fail to take adequate measures to protect my key, programmer and lockbox and that I agree to be responsible for these costs.

J. 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.

I certify that the information given in this application is true and correct.

Signature(**Agent**) _____ Date _____

Signature of Designated REALTOR®(**Broker**) _____ Date _____

Signature of MLS Participant(**Broker**) _____ Date _____

MEMBERSHIP INVESTMENT AND FEES

Board/Association Application Fee	\$ _____
C.A.R. Processing Fee	\$ _____
Membership Investment	
Local	\$ _____
C.A.R.	\$ _____
N.A.R.	\$ _____
Political Survival*	\$ _____
MEMBERSHIP TOTAL	\$ _____
MLS Quarterly User Fee	\$ _____
Entry Card (Key)	\$ _____
# _____	
Lockbox System Access Fee	\$ _____
Lockbox Leases	\$ _____
# _____	
# _____	
Other	\$ _____
MLS TOTAL	\$ _____
TOTAL AMOUNT PAID	\$ _____

***Contributions or gifts to the Association, the CALIFORNIA ASSOCIATION OF REALTORS®, the National Association of REALTORS®, IMPAC and CREPAC are not deductible as charitable contributions for federal income tax purposes. However, dues may be tax deductible as ordinary and necessary business expenses. REALTORS® may participate in Political Survival by including a voluntary donation on the same check as your dues payment. No contributor will be favored or disfavored by reasons of the amount of his/her contribution or his/her decision not to contribute. Failure to contribute will not affect an individual's membership status in C.A.R. or MLS status. Applicants for REALTORS® until the application is approved, membership requirements are completed and the applicant is notified of membership approval.**

PUBLIC ID _____ **PRIVATE ID** _____

BOARD REP. INITIALS _____

PRIVATE I.D. NON-DISCLOSURE AGREEMENT

Name of Subscriber (print): _____

Office: _____

Private I.D.#: _____

Subscriber Category:

___ Member/Broker

___ Member/Office Manager

___ Member/Agent

___ Member/Appraiser

___ MLS Only Broker

___ MLS Only Agent

The user identified by name and public I.D.# (Subscriber), the broker with whom Subscriber is associated (Participant) and the California Desert Association of REALTORS® hereby agree as follows:

1. Agreement Not to Disclose: Participant and Subscriber acknowledge registration of Private I.D.#, in association with their Public I.D.#, for use by Subscriber in connection with the Stellar III On-Line system. Said Private I.D.# may be changed from time to time by the Association at Subscriber's option. Subscriber agrees not to disclose said Private I.D.# to any third party whomever (including, but not limited to, another Participant, a person associated with another Participant or any other person associated with the Subscriber's Office) and acknowledge that any disclosure will seriously jeopardize the security of the entire system and cause irreparable injury to the Desert Area Multiple Listing Service Participants and all other Subscribers.

2. Penalties: In the event of any disclosure and/or use of the Private I.D.# by anyone other than Subscriber, an automatic fine of \$500.00 will be assessed by the California Desert Association of REALTORS® against the Participant. In addition, disciplinary action may be taken against the participant which may result in an additional fine and in Subscriber's being deprived of use of a Private I.D.# for the Stellar III On-Line System for a specified period of time. Participant agrees to pay any such fines and Subscriber agrees to deprivation of use of a password for specified period of time due to breach of this Agreement by Subscriber. Subscriber agrees to reimburse Participant for any fines assessed against Participant for breach of this Agreement by Subscriber.

3. Security and Surveillance of Stellar III: Desert Area Multiple Listing Service maintains close 24 hour security and surveillance of use by Private I.D.# holders of the Stellar III ON-Line System which will detect multiple use of individual Private I.D.#'s.

Date: _____

Subscriber Signature: _____

Broker Participant (print): _____

Broker Participant Signature: _____

ONE TIME

**CREDIT CARD
AUTHORIZATION FORM**



44475 Monterey Avenue
Palm Desert, CA 92260
PH 760-346-5637
FX 760-568-3779

DATE _____, 20_____

To Whom It May Concern:

I authorize the California Desert Association of REALTORS® to charge my:
(circle one)

VISA

MASTERCARD

Credit card number _____ - _____ - _____ - _____

(Exp. Date) _____

In the amount of \$ _____

Print name as it appears on the credit card

Signature

Contact Phone _____

To ensure the prompt processing of your membership application, please include the following:

1. Copy of your real estate license, broker license or appraiser license.
2. Copy of your driver's license.
3. Signatures of your broker where appropriate (unless you are your own broker).
4. Member in Good Standing letter from your board if you are not paying C.A.R. and N.A.R. dues through our association.
5. Applicable payment of fees (we accept Visa, MC, Cash or Check).