

Persons other than principals, partners, corporate officers or branch office managers of real estate firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® or REALTOR-ASSOCIATE® membership. Persons other than principals, partners, corporate officers or branch office managers of real estate 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 Designated REALTOR®/Contact _____
Designated REALTOR®/Contact DRE License# _____

Name of MLS Broker/Contact _____
MLS Broker /REALTOR® DRE License # _____

DESIGNATED REALTOR® /MLS BROKER APPLICANTS ONLY. Designated REALTOR and MLS Broker 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 license #.

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

If you checked any box(es) above 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.**

c. 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 right laws Yes, I can certify No, I cannot certify
(ii) real estate licensing laws Yes, I can certify No, I cannot certify
(iii) other laws prohibiting unprofessional conduct Yes, I can 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 been disciplined by any of the above Boards/Associations or MLS
 Yes If yes, attach copies of the disciplines
 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 Idyllwild Association of Realtors, Inc. ("I.A.O.R."), 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® and REALTOR-ASSOCIATE® in all certificates, signs, seals of any other medium.
3. **Orientation** - I understand that the I.A.O.R or the MLS requires orientation. I must attend such orientation.
4. **No refund** - I understand that my I.A.O.R. 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 I.A.O.R. 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, or continue to hold, any type of membership to release all my membership or disciplinary records to the I.A.O.R., 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 I.A.O.R., 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. **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 are amended, including but not limited to the following:

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP (continued)

- A. I agree not to use the MLS data for any purpose other than to market property or support market valuations 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(s) nor make it available to any person(s). I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer databases. 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 my MLS information in a non-secured area.
- G. I agree not to give or sell my MLS information to any person(s). I further understand and agree that the MLS information is merely being leased to me and must be returned to the I.A.O.R. upon demand.
- H. 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 violations 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.
- 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 to any person(s), even if an authorized MLS user. I further understand that the I.A.O.R. 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.**
- 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 my actions may cause damage to the I.A.O.R. which owns the MLS and the I.A.O.R. may pursue its legal remedies against me to recover such damages.
7. **REALTOR®, REALTOR-ASSOCIATE® and MLS applicants only: Arbitration Agreement - A condition of membership in the I.A.O.R. as a REALTOR® or REALTOR-ASSOCIATE® and participation 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 the I.A.O.R.; (ii) with any member of the California or National Associations of REALTORS®; and (iii) any client provided the client agrees to binding arbitration at the I.A.O.R. As an MLS Broker or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other MLS participants and subscribers. Any arbitration under this agreement shall be conducted using the I.A.O.R. facilities and in accordance with the I.A.O.R. rules and procedures for arbitration.**

OPTIONAL - ALL APPLICANTS

The following is a series of optional questions. Your answers to these questions will in no way be used in the evaluation of your application.

Do you own a computer? Yes No What type? IBM/Equivalent Apple/Macintosh Other

If you own a computer, what type of operating system do you have? DOS/Windows Apple/Macintosh

e-mail address: _____ URL or Web Site Address: _____

Education:

<input type="checkbox"/> High School Diploma	<input type="checkbox"/> Masters Degree
<input type="checkbox"/> Junior College/AA Degree	<input type="checkbox"/> JD/Ph.D.
<input type="checkbox"/> BA/BS	<input type="checkbox"/> Other

SIGNATURES

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

Signature of Applicant Date

Signature of Designated REALTOR®/Broker Date