

For Office Use Only

User ID: _____ Office ID: _____ Member Type: _____

NRDS #: _____ Office NRDS #: _____ Orientation Date: _____ Security Fee: _____



**APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP
NEWPORT BEACH ASSOCIATION OF REALTORS®**

TYPE OF APPLICATION

1. I apply for the following categories of membership (check all applicable boxes):
- | | |
|---|---|
| <input type="checkbox"/> Designated REALTOR®
(Principal, Partner, Corporate Officer
or Branch Office Manager) | <input type="checkbox"/> MLS Broker Participant
(Responsible Broker) |
| <input type="checkbox"/> REALTOR® | <input type="checkbox"/> MLS Appraiser Participant |
| <input type="checkbox"/> Affiliate member | <input type="checkbox"/> MLS Subscriber |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> MLS Clerical User |

GENERAL INFORMATION

2. Name (as it appears on your license): _____
3. Nickname: _____
4. Firm Name: _____
(This is the broker/brokerage name under which you will be doing business and under which DRE has issued your license and/or approved your DBA)
5. Firm Address: _____
(street) (city) (state) (zip code)
6. Firm Telephone Number: _____ Firm Telephone Number-Direct: _____
Cell Number: _____ Firm Fax Number: _____
7. Which do you want as the primary phone? Firm Firm-Direct Cell
8. List all other DBAs: _____

9. Home Address: _____
(street) (city) (state) (zip code)
10. Home Telephone Number: _____ Home Fax Number: _____
11. Which do you want as the primary mailing address? Firm Home

12. E-Mail Address: _____ Birth Date (M/D/Y): ____/____/____
Website address: _____ NBAOR Website Password: _____

13. Please list your applicable license(s) corresponding with this application:

- Broker's License, DRE License #: _____ Expiration Date: _____
- Salesperson's License, DRE License #: _____ Expiration Date: _____
- Corporate License, DRE License #: _____ Expiration Date: _____

- BREA Appraiser's License, Certified General, License #: _____ Expiration Date: _____
- BREA Appraiser's License, Certified Residential, License #: _____ Expiration Date: _____
- BREA Appraiser's License, License #: _____ Expiration Date: _____

14. Please list Professional Designations: (ex: GRI, CRS, etc.) _____

15. Primary Specialty:
- | | |
|--|---|
| <input type="checkbox"/> Residential Brokerage | <input type="checkbox"/> Property management |
| <input type="checkbox"/> Commercial/Industrial Brokerage | <input type="checkbox"/> Appraising |
| <input type="checkbox"/> Farm and Land Brokerage | <input type="checkbox"/> Mortgage Financing |
| <input type="checkbox"/> Building and Development | <input type="checkbox"/> Other(s) (please specify): _____ |

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

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

My NRDS # is: _____

My NRDS Office # is: _____

17. 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® 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 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:

(Note: at the end of the application, those named below will be necessary signers of this application)

Name of Designated REALTOR®: _____

Designated REALTOR® DRE or BRE License #: _____

Name of MLS Broker or Appraiser Participant: _____

MLS Broker or Appraiser Participant DRE or BRE License #: _____

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.

22. Have you ever been disciplined by any Boards/Associations or MLSs?

Yes. If yes, attach copies of the discipline. No.

23. 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.** When applying for Designated REALTOR® and REALTOR® membership, upon acceptance and payment of all dues and assessments, I will automatically become a member of the California Association of REALTORS® and the National Association of REALTORS®, as well as my local Board/Association. 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®, including the [*California Code of Ethics and Arbitration Manual*](#) and the constitution, bylaws, policies and rules of the National Association of REALTORS®, including the NAR Code of Ethics, all as may from time to time be amended.
2. **Use of the term REALTOR®.** I understand that the professional designations REALTOR® 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®, I will discontinue use of the term REALTOR® 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 complete such orientation prior to becoming a member of the Board/Association or MLS, or by the deadline set by the Board/Association or the MLS if provisional membership is allowed. I understand that unless or until I complete required orientation, my application for membership will not be granted, including that in the event a Board/Association or MLS granted any introductory provisional membership pending timely completion of orientation, that said provisional membership will be dropped upon expiration of the deadline set.
4. **License validity.** I understand that if my license is terminated, lapses or inactivated at any time, my REALTOR® membership and/or MLS participation/subscription is subject to immediate termination.
5. **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.

Applicant’s initials _____

6. **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 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 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.

7. By signing below, I expressly authorize the Board/Association/MLS, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone, text or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) .
8. **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 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 or device receiving MLS information. I agree not to transmit to or share the information with any participants, subscribers and clerical users, or any other non-subscribing licensee or third party, 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 any of my equipment, devices 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 user 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. I will not lend or make available my lockbox key, code or device to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code or device and lockbox and that I may be held responsible for these costs. Failure to adhere to key and lockbox requirements could undermine the security of homeowners.
 - 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.

- 9 **REALTOR® 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, pursuant to the [California Code of Ethics and Arbitration Manual](#).
10. REALTOR® Membership dues and assessments and MLS fees are set forth separately in EXHIBIT A: MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

SIGNATURE

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

Date of Signature

Signature of Designated REALTOR®

Date of Signature

Signature of MLS Participant

Date of Signature

*Contributions or gifts to the Board/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 and REALTOR- ASSOCIATES 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 decisions not to contribute. Failure to contribute will not affect an individual's membership status in C.A.R. or MLS.