

Name of Principal REALTOR® (Broker) _____

Principal REALTOR® DRE License # _____ Expiration Date _____

Name of MLS Broker or Appraiser Participant _____

MLS Broker or Appraiser Participant DRE or OREA License # _____

16. MLS Broker Participant Applicants Only.

To be eligible for MLS membership, MLS Broker Participants **must** offer and/or accept compensation in the capacity of a real estate broker.

I certify that I actively endeavor during the operation of my real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

Yes, I certify. No, I cannot certify.

17. Principal REALTOR®/MLS Broker and Appraiser Participant Applicants Only.

Principal REALTOR® and MLS Broker and Appraisal Participant applications must provide the Association a list of licensees employed by or affiliated with them and must also regularly update the 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 or OREA License #.

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

(b) If you checked any box in 17(a) 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 in advance for membership dues and MLS fees.

18. Principal REALTOR® Applicant Only.

Each sole proprietor, partner or corporate officer of the real estate firm who is actively engaged in the real estate business within California or within the state in which the real estate firm is located shall be required to become a REALTOR® member if any other principal of such firm, partnership or corporation is a REALTOR® member of those states.

I certify that each sole proprietor, partner or corporate officer of the real estate firm, if any, who is actively engaged in the real estate business within California or within the state in which the real estate firm is located is a REALTOR® member.

Yes, I certify. No, I cannot certify.

19. I certify that I have NO record of official sanctions rendered by the courts or other lawful authorities for violations set forth below:

(i) *I have no record of official sanctions for violations of civil rights laws within the last three (3) years.*

True. I certify. False. I cannot certify.

(ii) *I have no records of official sanctions for violations of real estate license laws within the last three (3) years.*

True. I certify. False. I cannot certify.

(iii) *I have no record of criminal convictions within the past ten years where the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted (ten years is measured from the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date).*

True. I certify. False. 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.

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

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

21. 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 and Regulations.** I agree to abide by the Bylaws, Policies and Rules and Regulations of the Fresno Association of REALTORS® (F.A.R.), the Bylaws, Policies and Rules of the California Association of REALTORS® (C.A.R.), the Bylaws, Policies and Rules of the National Association of REALTORS® (N.A.R.), 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 the designation is subject to N.A.R. Rules and Regulations. I agree, that I cannot use the professional designation until this application is approved, all my membership requirements are completed, and I am notified of membership approval of this designation. I further agree that should I cease to be a REALTOR®, I will cease use of the term REALTOR® and Logo in all business cards, certificates, signs, seals or any other medium.
3. **Orientation.** I understand in order to achieve full REALTOR® status I must attend Orientation provided to me by the Fresno Association of REALTORS® as mandated by the California Association of REALTORS®. **\$300.00 Orientation Deposit*.** ***Refunded to you if Orientation is completed within 90 days from joining date, in the event orientation is not attended within 90 days, deposit is forfeited.**
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 F.A.R. Dues, Fresno Multiple Listing Service Fees and Co-Op Key fee 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.
6. **Authorization to Release and Use Information; Waiver.** I authorize the Fresno Association of REALTORS® or its representatives to verify any information provide by me in this application by any method including the California Department of Real Estate, my current or past responsible Broker or Principal REALTOR®, or 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 Fresno Association of REALTORS®, including information regarding all final findings of Code of Ethics violations or other membership duties within the past three years; pending ethics complaints (or hearings); unsatisfied discipline pending; pending arbitration; requests (or hearings); and 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 Fresno Association of REALTORS®, 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 Fresno Association of REALTORS®, California Association of REALTORS® and National Association of REALTORS® and their subsidiaries or representatives to fax or e-mail me, at the fax number and e-mails addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Association.
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 Fresno MLS Rules and Regulations and, if applicable, the CRMLS Rules and Regulations, 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 and Regulations.
 - B. I agree not to reproduce any portion of the active listings except as provided in the MLS Rules and Regulations.
 - C. I agree not to download MLS data except as provided in the MLS Rules and Regulations.
 - D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS Rules and Regulations 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 and Regulations. 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 and Regulations.

- 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 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 disciplinary and ultimate termination of MLS Services.
- G. The security of 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 the Fresno Association of REALTORS® 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 liable for these costs.
- H. I understand that by installing Fresno MLS mobile applications, I agree to be bound by the terms of the Fresno MLS Rules & Regulations.
- I. I understand and agree that the above statements are in addition to the MLS Rules and Regulations, to which I have also agreed. Violation of any Fresno MLS Rules and Regulations or, if applicable, the CRMLS Rules and Regulations, may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to the Fresno Association of REALTORS® which owns the MLS and the Association may pursue its own legal remedies against me to recover such damages.

9. **REALTOR® and MLS Applicants Only; Arbitration Agreement.**

A condition of membership in the Fresno Association of REALTORS® as a REALTOR® and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) you agree for yourself and the corporation or firm for which you act as a partner, officer, principle or branch manager to binding arbitration of dispute with other REALTOR® members of this Association; with any member of the California or National Association of REALTORS®; and 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, principle or branch office manager to binding arbitration of disputes with other MLS participants and subscribers; or any other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with this Association through a Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association Rules and Procedures of Arbitration, pursuant to the [California Code of Ethics and Arbitration Manual](#).

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

Signature of Applicant _____ Date _____

Signature of Principal REALTOR® _____ Date _____

Signature of MLS Broker Participant _____ Date _____

**ATTENTION: REALTOR® Fees are prorated and change on the 1st of each month.
 MLS Fees & Co-Op Key Access Fees are prorated and change on the 25th of each month**

| | | | |
|---|--|---|---|
| 1 | <u>Fresno REALTOR® Dues and Fees</u> Orientation Deposit (Refundable via Bill.com ACH if taken within 90 days of join date, forfeited if not) | \$300.00 | *All fees are non-refundable and payable by cash, check, credit card, or cashier's check |
| | Entry Fee (one time if renewed annually) | \$350.00 | |
| | F.A.R. Dues (\$150.00 annually) | \$100.00 From <u>May 2024</u> Thru <u>Dec 2024</u> | |
| | C.A.R. Dues (\$231.00 annually) | \$154.00 From <u>May 2024</u> Thru <u>Dec 2024</u> | |
| | N.A.R. Dues (\$201.00 annually) | \$149.00 From <u>May 2024</u> Thru <u>Dec 2024</u> | |
| | REALTOR® Dues Total | \$1053.00 Annual Dues Prorated for Joining Month | |
| | REALTOR® Action Fund* | \$20.00 OR \$49.00 OR \$148.00 | |
| | Total with Optional Contribution* | \$1073.00 \$1102.00 \$1201.00 | |
| 2 | <u>Fresno Multiple Listing Service (FMLS) Fees</u> Broker or Appraiser Entry Fee (one time) | REALTOR® Member \$160.00 | MLS Only Member \$160.00 (Brokers Only) \$100.00 (Agents Only) \$300.00 \$235.00 \$635.00 \$695.00 |
| | Entry Fee (waived if FAR entry fee is paid) | \$0.00 | |
| | MLS Only Member Orientation Deposit (Refundable via Bill.com ACH if taken within 90 days of join date, forfeited if not) | \$0.00 | |
| | Service Fees (\$235.00 Semi-Annually) | \$235.00 From <u>May 2024</u> Thru <u>Oct 2024</u> | |
| | FMLS Fees Total (Agent) | \$235.00 | |
| | FMLS Fees Total (Broker) | \$395.00 | |
| 3 | <u>Secondary CRMLS Access</u> Secondary MLS access requires FMLS membership and additional application found here: fresnorealtors.com/wp-content/uploads/2023/10/CRMLSApplication.pdf | | |
| | Service Fees (\$201.00 Semi-Annually) | \$201.00 From <u>May 2024</u> Thru <u>Oct 2024</u> | \$201.00 |
| 4 | <u>MLS App Pack</u> MLS Touch, & Trends Stats <small>(App Download is good for 2 mobile devices: phone/tablet) **MLS-Touch/Trends is billed Semi-Annually with MLS Dues (\$29.70)</small> | FAR REALTOR® Member Benefit | \$4.95/month** |
| 5 | <u>eKEY</u> Activation (One Time) Service Level | \$50.00+(daily proration) Basic: \$15.95/month | Pro: \$22.32/month |
| 6 | <u>Co-Op Key</u> Access Fee*** (\$179.40 Annually) | \$149.50 From <u>May 2024</u> Thru <u>Feb 2025</u> | |

Total Amount Paid



*Contributions or gifts to the Fresno, California, and 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 in C.A.R. or M.L.S.

***Co-Op Key applies to all lockbox keys

The FRESNO ASSOCIATION OF REALTORS®
Member Information Privacy Policy

The FRESNO ASSOCIATION OF REALTORS® ("F.A.R.") has created this Member Information Privacy Policy to demonstrate its firm commitment to the privacy of member information and so that you, as a member of F.A.R., will be aware of the uses made of your member information by F.A.R.

1. **CONFIDENTIAL.** In general, all member information provided to F.A.R. by its members is treated as confidential and F.A.R. uses its best efforts to keep such information confidential and prevent unauthorized use. We will not share, sell or otherwise provide your information to any third party except to the National Association of REALTORS®, California Association of REALTORS®, Rapattoni Corporation, or as described in this document. We maintain security procedures and standards which we believe are as safe as today's technology permits. We test these procedures and modify them regularly as new technologies become feasible.
2. **F.A.R. MEMBER COMMUNICATIONS.** F.A.R. will use your preferred contact information to send you regular and special membership communications and publications. For example, members of F.A.R. receive a weekly membership newsletter and we will need to access and use your preferred mailing address and/or e-mail address to send you this publication. Please note that the weekly newsletter is a member benefit and that all members will automatically be included in this mail/e-mail list.

"Preferred contact information" as used in this section and the remainder of this privacy policy is the information pertaining to your name, email address, mailing address, telephone and facsimile numbers which you indicated to F.A.R. as the preferred contact information to receive communications. For example, you may have indicated your business address as your preferred mailing address and your home telephone number as your preferred telephone number.
3. **MEMBER REQUESTS.** From time to time, you may contact F.A.R. and make requests. In order to respond to your request, we may need to access and use your member information. For example, we may need to access your preferred mailing address to send you the information you requested.
4. **MEMBER DIRECTORY.** As one of the many benefits of membership with F.A.R., we make available on our web sites, including www.fresnorealtors.com and www.fresnomls.com, a searchable database of our members called "Find A Member" or "Find A REALTOR®." The purpose of this directory is to assist the public and our membership in locating and contacting our members. The Directory contains searchable characteristics about our members, such as the member's name and/or company. The member information made available through these functions is intended to contain only the business information of our members. Under no circumstances will we intentionally display or make available your personal home addresses or telephone number in the REALTOR® Directory unless you indicated these to F.A.R. as your preferred contact information.
5. **MEMBER ROSTER.** A member benefit provided by F.A.R. is a printed member roster. This roster is a compilation of all the members of the Fresno Association of REALTORS®, and is only provided to members in good standing. This roster shall be treated as confidential, and shall not be reproduced or redistributed.
6. **NAMES OF DIRECTORS AND COMMITTEE MEMBERS; USE OF PREFERRED CONTACT INFORMATION.** For use by F.A.R. members and for purposes of conducting F.A.R. Board of Directors meetings, we make available on our web site (www.fresnorealtors.com) and in other print and electronic formats the names of those F.A.R. members serving as directors or committee members of F.A.R. In addition, in order to provide meeting related information and to send official Board of Directors notices, we access and use the preferred contact information of F.A.R. directors and committee members, including email and mailing addresses.
7. **REQUEST FROM THE PUBLIC.** If the public contacts F.A.R. and requests information regarding one of its members, we may check our member database and verify to the public whether the person(s) is in fact a member of F.A.R. We may also provide the public with the name and telephone number of the firm with which that member is affiliated. However, in no event will we provide personal information to the public, such as your home address and telephone number, unless you indicated these to F.A.R. as your preferred contact information or unless required by a subpoena, search warrant or other legal process or in the case of imminent physical harm to the public or other members.
8. **E-MAIL POLICY.** F.A.R. does not provide access to its members or the public, to the e-mail database. However, as described in item 4 above, F.A.R. may include member e-mail information in the "Find A Member" or "Find A REALTOR®" functions.
9. **"LISTSERVS."** From time to time, F.A.R. may create and maintain a "listserv" for a particular topic or subject of interest to its members. A listserv is a program that sends emails to the addresses on the listserv's list. If you provided your email address to F.A.R., your email address may be used on a listserv. In other situations, the listserv may only be available if you affirmatively sign up to participate. In any event, if you decide you do not want to participate in a particular listserv, the first email you receive from the listserv should provide you instructions on how to opt out of the service.
10. **ORDERS; CREDIT CARD INFORMATION.** F.A.R. sells various real estate related products and services to its members. In order to process and complete orders, we may need to access your member information, such as your name, company name, address, state and zip code. This information will only be used to process your order (i.e. ship and mail your order) and to send you information regarding updates to the products or services you purchased. If you pay for your order by credit card, we will need to ask you for your credit card number and expiration date, which will be used solely to complete your order and otherwise kept confidential.

11. **CHOICE/OPT OUT.** F.A.R. recognizes the importance of your privacy. If you do not want your member information displayed or used in one or more of the manners described above, please read the following instructions:

To opt out of having your preferred contact information included in the Member Directory, please FAX us at (559) 490-6464 or write us at: 6720 N. West Avenue, Fresno, CA 93711. Please be sure to specify in your FAX or writing that you want to have your preferred contact information removed from the F.A.R. Member Directory. To insure your request is processed timely and accurately, please provide the following information with your request: first name, last name, office name, F.A.R. member number, and your signature. F.A.R. will process your request as quickly as possible; however, your name may continue to be reproduced in the Member Directory until the request is ultimately processed. F.A.R. apologizes in advance for any inconveniences this may cause.

To opt out of the weekly email newsletter, simply click the "unsubscribe" link on the email message.

Please note, if you are a director or committee member of C.A.R., you cannot opt out of having your name reproduced and your preferred contact information used in the manner described in Sections 4 and 5 above.

12. **CORRECTIONS/UPDATES.** If there is member information about you which needs to be corrected or updated, please FAX us at (559) 490-6464 or write us at: 6720 N. West Avenue, Fresno, CA 93711.
13. **CONTACTING F.A.R.** If you have any questions about this Privacy Policy, please feel free to call us at (559) 490-6400 or write us at: 6720 N. West Avenue, Fresno, CA 93711.
14. **CHANGES IN THIS POLICY.** From time to time, F.A.R. may need to change this privacy policy to better meet the needs of its members. As such, we reserve the right to change this privacy policy at any time. Such changes may be made without prior notice so we encourage you to periodically check this privacy policy statement for changes that we may make. Changes to this policy will be effective when posted on F.A.R.'s web site unless determined otherwise by the F.A.R. Board of Directors.

Member Roster Privacy Policy Compliance Form

I, _____ (print name) do hereby acknowledge that I have read, understand, and agree to comply with the Member Information Privacy Policy of the Fresno Association of REALTORS®. I also agree that I will not reproduce or redistribute, or allow any action that would reproduce or redistribute, this Member Roster.

I also understand that, from time to time, the Fresno Association of REALTORS® may need to change this privacy policy to better meet the needs of its members. As such, we reserve the right to change this privacy policy at any time. Such changes may be made without prior notice so we encourage you to periodically check this privacy policy statement for changes that we may make. Changes to this policy will be effective when posted on F.A.R.'s web site unless determined otherwise by the F.A.R. Board of Directors. I understand that it is my responsibility to maintain compliance with any future modifications to this policy.

Signature _____

Date _____

Credit Card Authorization Form

Please sign me up for Autopay for the following services:

- MLS Recurring Semi-Annual fees (May 1st & November 1st) - CRMLS, Clerical, App Pack included if you subscribe. Also applies to RETS vendors.
- Co-Op Key Access Billing (March 1st)
- Events, Classes, Seminars, Store Items

Please keep my card on file for use online or over the phone.

Please run my card one time for new member fees.

Initial

- I understand that my REALTOR® and/or AFFILIATE membership dues will NOT be auto paid.
- I hereby authorize the Fresno Association of REALTORS® to charge the credit card listed below.
- All recurring MLS fees will be charged immediately on the dates listed above.
- I understand that I am responsible for keeping a current card on file with the Fresno Association of REALTORS®.

Name On Card: _____

Member Number: _____

Card Type: **Visa** **Mastercard** **AmEx** **Discover**

Credit Card #: _____

Expiration Date: _____ CVC Code: _____

Billing Zip Code: _____

Sign: _____ Date: _____

Print: _____



6720 N. West Ave
Fresno, CA 93711
Ph. 559-490-6400 Fax. 559-490-6464
Please send this form to
accounting@fresnorealtors.com