

## **CONEJO SIMI MOORPARK ASSOCIATION OF REALTORS, INC.**

### **APPLICATION PROCEDURE FOR NEW MEMBERS**

1. Applicant to pick up application, fee chart and instruction sheet at the front desk.
2. Complete application, obtain broker's signature on application and attach a copy of your real estate license. **Call the membership coordinator for an appointment at (805) 495-4681.** Bring all forms to the Association office for processing.
3. If applicant is a member of another Board/Association, and has paid NAR/CAR dues for the current year, he or she **MUST OBTAIN** a dues waiver or confirmation letter for the Board/Association to which the dues were paid and submit with application.
4. **MLS PARTICIPANT BROKER**, in addition to items in paragraphs 1 and 2, applicant must submit to the membership department, an MLS Certification of Non Use for every licensee in his/her office(s) who will not have access to, nor the need to use, any of the CSMAR's MLS services including, but not limited to, marketing meeting, and on-line service.

### **ORIENTATION**

New members will be required to attend the **first** orientation available to them. Licensees will be permitted to have MLS privileges through their Participant Broker after submitting their application and paying applicable dues and fees. **LATE ARRIVALS WILL BE CONSIDERED A MISSED ORIENTATION**, and the Association reserves the right to reschedule member(s) for the next orientation, without all MLS privileges, including use of Supra Key, until orientation requirements have been met and applicable dues and fees are paid.

### **SUPRA KEY**

A Supra Key is used for opening key boxes, and is issued to new members(s) upon completion of application and all dues and fees received by the Association. New members are instructed in its use, and they are directed not to lend it, lose it or allow it out of his/her possession. The Supra Key shall not be left in desk drawers or lying around loose, or in the case with the code number exposed. Please refer to the brochure for use in handling the Supra Key and the Key Box.

**IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE SUPRA KEY CONTRACT YOU SIGN, AND TO BE AWARE OF YOUR LIABILITY THAT GOES WITH YOUR SUPRA KEY, AS WELL AS THE PROCEDURE REGARDING LOSING, MISPLACING OR BREAKING A SUPRA KEY.**

Brokers are responsible for notifying CSMAR when licensees terminate Broker-Salesperson relationship, and are no longer associated with Broker's office. The license must be in the possession of the new broker and the completed transfer form returned to the Association office before the Supra Key can be reactivated to licensee. Only the Designated Responsible Broker may sign a transfer-form. There is \$100.00 penalty to the Broker for failure to notify the Conejo Simi Moorpark Association of REALTORS MLS before a license is released.



Association of REALTORS®

# APPLICATION FOR REALTOR® AND/OR MLS MEMBERSHIP

CONEJO SIMI MOORPARK ASSOCIATION OF REALTORS®

463 Pennsfield Place, Ste. #100 - Thousand Oaks, CA 91360

2051 Royal Avenue, Ste. #102 - Simi Valley, CA 93065

T: (805) 495-4681 • F: (805) 620-7700

## TYPE OF APPLICATION

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

Designated REALTOR®  
 REALTOR®

MLS Broker Participant  
 MLS Subscriber

MLS Appraiser Participant

## GENERAL INFORMATION

2. Name (as it appears on your license): \_\_\_\_\_

3. Nickname: \_\_\_\_\_

4. Firm Name: \_\_\_\_\_

5. Firm Address: \_\_\_\_\_  
(street) (city) (state) (zip code)

6. Firm Telephone Number: \_\_\_\_\_ Firm Fax Number: \_\_\_\_\_

7. List all other DBAs: \_\_\_\_\_

8. Home Address: \_\_\_\_\_  
(street) (city) (state) (zip code)

9. Home Telephone Number: \_\_\_\_\_ Home Fax Number: \_\_\_\_\_

10. Which do you want as the primary mailing address?  Firm  Home

11. E-Mail Address: \_\_\_\_\_ Birth Date (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_  
(required)

12. Social Security # (Last four digits): \_\_\_\_\_ Drivers License #: \_\_\_\_\_

13. DRE License #: \_\_\_\_\_ OREA Appraisers License #: \_\_\_\_\_

Type:  Broker  Corporate  Appraiser  Salesperson

Expiration Date: \_\_\_\_\_

14. Professional Designations:  GRI  CRS Other(s) (please specify): \_\_\_\_\_

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

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



## 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 regulation. I agree that I cannot use this professional designation until this application is approved, all my membership requirements are completed, and I am notified of membership approval in the designation. 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 Association or the MLS requires orientation, I must attend such orientation prior to becoming a member of the Association or MLS.
4. **No refund.** I understand that my 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.
5. **Authorization to release and use information; waiver.** I authorize the 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 Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Association or MLS where I held, continue to hold, any type of membership to release all my membership or disciplinary records to this 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 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.
6. By signing below, I expressly authorize the Association, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone or send by U.S. mail to me, at the fax numbers, e-mail, telephones and addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Association.
7. **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/VCRDS/CARETS\*\* rules and Data Integrity Standards as from time to time amended, including but not limited to the following:
  - A. I agree not to use the MLS/VCRDS/CARETS\*\* rules and Data Integrity Standards 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 except as provided in the MLS/VCRDS/CARETS\*\* rules and Data Integrity Standards.
  - C. I agree not to download MLS data except as provided in the MLS/VCRDS/CARETS\*\* rules and Data Integrity Standards.
  - D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS/VCRDS/CARETS\*\* rules and Data Integrity Standards 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/VCRDS/CARETS\*\* rules and Data Integrity Standards.

- 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 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 discipline 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 that the Associations can incur costs in securing the system if I fail to take adequate measures to protect my Supra key 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 home owners.
- H. I understand and agree that the above statements are in addition to the MLS/VCRDS/CARETS\*\* rules and Data Integrity Standards to which I have also agreed. Violation of any MLS/VCRDS/CARETS\*\* rules or Data Integrity Standards 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 Associations may pursue its legal remedies against me to recover such damages.
8. **REALTOR® and MLS applicants only; Arbitration Agreement.** A condition of membership in the Association as a REALTOR® and participant 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 office manager to binding arbitration of disputes with (i) other REALTOR® members of this 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.

### 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 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.

\*\* VCRDS - Ventura County Regional Data Share

\*\* CARETS - California Real Estate Technology Services



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**463 Pennsfield Place, Suite #100**

**Thousand Oaks, CA 91360**

**Phone: (805) 495-4681 Fax: (805) 620-7700**

**CSMAR CHARGE AUTHORIZATION FORM**

**Name of Cardholder:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

I hereby authorize **Conejo Simi Moorpark Association of Realtors®**

to charge my MC \_\_\_ Visa \_\_\_ AE \_\_\_ for \_\_\_\_\_ in the

amount of \$ \_\_\_\_\_ Card # \_\_\_\_\_

Exp. Date \_\_\_\_\_, CVC code \_\_\_\_\_. My billing address/zip code

is \_\_\_\_\_

\_\_\_\_\_

(Signature of Cardholder)

( Date)

**Please mail form to CSMAR:**

**463 Pennsfield Place Suite #100, Thousand Oaks, CA 91360**

**or Fax to (805) 620-7700**

**If you have any questions, please call the CSMAR Office at (805) 495-4681.**