

CONEJO SIMI MOORPARK ASSOCIATION OF REALTORS®

APPLICATION PROCEDURE FOR NEW MEMBERS

1. Complete application, obtain broker's signature on application and attach a copy of your real estate license. **Email completed forms to Laura@csmar.com or Sarah@csmar.com for processing.** Applications are typically processed within 24-48 business hours. Call 805-495-4681 with any questions or concerns.
2. If applicant is a member of another Board/Association, and has paid NAR/C.A.R. 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.
3. 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, or allow it out of his/her possession. 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.

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.



APPLICATION FOR REALTOR® AND/OR MLS MEMBERSHIP



CONEJO SIMI MOORPARK ASSOCIATION OF REALTORS®
463 Pennsfield Place, Suite 100, - Thousand Oaks, CA 91360
2655 First Street, Suite 250, - Simi Valley, CA 93065
T: (805) 495-4681 • E: info@csmar.com

TYPE OF APPLICATION

Date: _____

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

- Designated REALTOR® MLS Broker Participant MLS Appraiser Participant
 REALTOR® MLS Subscriber

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. Cell Phone Number: _____ Home Telephone Number: _____

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

11. E-Mail Address: _____ (required) Birth Date (M/D/YY): _____

12. Social Security# (Last four digits): _____ Driver's License #: _____

13. DRE License#: _____ OREA Appraisers License#: _____

Type: Broker Corporate Salesperson Appraiser

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:

16. 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 others 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:

Name of Designated REALTOR®: _____

Name of MLS Broker or Appraiser Participant: _____

17. **MLS BROKER PARTICIPANTS 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.

18. **DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY** Designated REALTOR® and MLS Broker and Appraiser Participant applicants 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 BRE or OREA License#.

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

20. If you checked any box in question 19, 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 REALTOR® membership dues and MLS fees.

21. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities for violations of:

(i) civil rights laws within the last three (3) years

Yes, I certify. No, I cannot certify.

(ii) real estate license laws within the last three (3) years

Yes, I certify. No, I cannot certify.

(iii) criminal convictions where (1) the crime was punishable by death or imprisonment in excess of one year under the law under which you were convicted and (2) no more than ten (10) years have elapsed since the date of the conviction or your release from the confinement imposed for that conviction, whichever is the later date.

Yes, I 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.

22. Have you ever been disciplined, or have any pending cases, by any of the above Boards/Associations or MLSs in question 15?

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

23. Have you ever been disciplined by the BRE?

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 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® ("NAR") and use of this designation is subject to NAR 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 Bureau 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, text message 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 CSMAR MLS 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 CSMAR MLS 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 CSMAR MLS rules and Data Integrity Standards.
 - C. I agree not to download MLS data except as provided in the CSMAR MLS 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 CSMAR MLS 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 CSMAR MLS 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 user's 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 CSMAR MLS rules and Data Integrity Standards to which I have also agreed. Violation of any CSMAR MLS 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.

I agree to have CSMAR communicate with me via text messages/email.

Check box to opt out of text messaging.

Signature of Applicant	Print Name Here	Date of Signature
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Signature of Designated REALTOR®	Print Name Here	Date of Signature
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Signature of MLS Participant	Print Name Here	Date of Signature
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**CONEJO SIMI MOORPARK ASSOCIATION OF
REALTORS®**

463 Pennsfield Place, Suite 100

Thousand Oaks, CA 91360

Phone: (805) 495-4681 Email: info@csmaor.com

CSMAR CHARGE AUTHORIZATION FORM

Name of Cardholder: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Email:** _____

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

to charge my Amex___ Disc___ MC___ Visa___

in the amount of \$ _____

Card Number _____

Exp. Date _____ CVC Code _____ Billing Zip Code _____

(Signature of Cardholder)

(Date)