TULARE COUNTY ASSOCIATION OF REALTORS® TULARE COUNTY MULTIPLE LISTING SERVICE

MEMBERSHIP APPLICATION





Checklist

Thank you for choosing Tulare County Association of REALTORS® (TCAOR) and Tulare County Multiple Listing Service (TCMLS) as your professional REALTOR® trade association and Multiple Listing Service. We are here to provide you with valuable information, services and technology to enhance your professional and personal success. We look forward to working with you.

Processing Hours: Applications may be dropped off in person, emailed (<u>info@tularecountyrealtors.com</u>) or faxed (559-627-9441 ATTN: Membership). Application processing hours are between 9:00AM – 4:00PM. Please allow up to two (2) business days from time of receipt to allow staff to complete the membership process.

What to Include: Completed membership application with signatures of BROKER and copy of your DRE or OREA License. *Unsigned or incomplete applications will not be processed*

Payment of Fees: Do <u>NOT</u> include payment with application. We will contact you to review the fees before accepting payment. Payment can be made by Credit Card (Visa, MasterCard, American Express) or by check. <u>No Cash</u>.

MEMBERSHIP PACKET

Checklist Fee Sheet TCMLS Supra Lockbox Info Sheet Applicant Information Section A - REALTOR® membership Section B - MLS membership MLS Roster & Waiver Form MLS Listing Rights Form Info only Info only Info only **Required for all applicants Return if joining TCAOR Return if joining TCMLS** Return if joining MLS as Broker-Participant Return if listing rights change is required

Please review the definitions below and complete the appropriate sections.

Joining TCAOR

Applicant may join TCAOR as a REALTOR®. REALTOR® is a real estate broker or agent who adheres to high standards of professionalism and a strict code of ethics. TCAOR membership is three-tiered. In addition to belonging to TCAOR, applicant will also receive membership in the California Association of REALTORS® (CAR) and the National Association of REALTORS® (NAR). TCAOR membership is not required if applicant is a REALTOR® member of another association but may elect to join TCAOR as a secondary member for additional local board services and benefits. TCAOR membership is not required for MLS service.



Complete: Applicant Information and Section A

Joining TCMLS

Applicant may join TCMLS as a Participant or Subscriber for MLS service to market property and/or support market valuation including electronic key service.

Broker-Participant is the responsible individual who:

- Can act on behalf of the firm,
- Is responsible for all Subscribers employed by or affiliated with the firm,
- Holds a valid California real estate broker's license or California Appraiser's license.

Agent-Subscriber is an individual who:

- Is employed by or affiliated as an independent contractor with a Participant,
- Holds a valid California real estate salesperson's or broker's license or California Appraiser's license.

Complete: Application Information and Section B. Broker-Participant must complete MLS Roster & Wavier.

Joining both TCAOR and TCMLS

Applicant may join TCAOR as a REALTOR® and TCMLS as a Participant or Subscriber.

Complete: Application Information, Section A and Section B. Broker-Participant must complete MLS Roster & Wavier.

FEES

\$821

JOINING TCAOR (REALTOR® DUES)

REALTOR® dues are billed annually (January - December) and prorated monthly according to join date.

Annual REALTOR® Dues for CONTINUING members:	

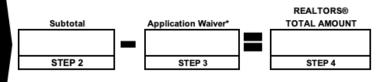
- STEP 1: Select Month of join date
- STEP 2: Enter Total amount from REALTOR Dues Table

			Dues for	or NEW mer	nbers	
	_	Application	NAR	CAR	Local	Total
	JAN	\$100.00	\$201.00	\$431.00	\$389.00	\$1,121.00
	FEB	\$100.00	\$188.00	\$411.75	\$356.58	\$1,056.33
	MAR	\$100.00	\$175.00	\$392.50	\$324.17	\$991.67
	APR	\$100.00	\$162.00	\$373.25	\$291.75	\$927.00
	MAY	\$100.00	\$149.00	\$354.00	\$259.33	\$862.33
P.	JUN	\$100.00	\$136.00	\$334.75	\$226.62	\$797.37
STE	JUL	\$100.00	\$123.00	\$315.50	\$194.50	\$733.00
S	AUG	\$100.00	\$110.00	\$296.25	\$162.08	\$668.33
	SEP	\$100.00	\$97.00	\$277.00	\$129.67	\$603.67
	OCT	\$100.00	\$84.00	\$257.75	\$97.25	\$539.00
	NOV	\$100.00	\$71.00	\$238.50	\$64.83	\$474.33
	DEC	\$100.00	\$58.00	\$219.25	\$32.42	\$409.67

NAR-\$201, CAR-\$231, TCAOR-\$389

- STEP 3: Enter \$100 if joining TCAOR and TCMLS when application is submitted*
- STEP 4: Subtract Application Waiver from Subtotal for Total Realtor® Amount

*Applicant joining TCAOR & TCMLS when application is submitted is eligible to receive \$100 TCAOR application fee waiver.



JOINING TCMLS (MLS DUES)

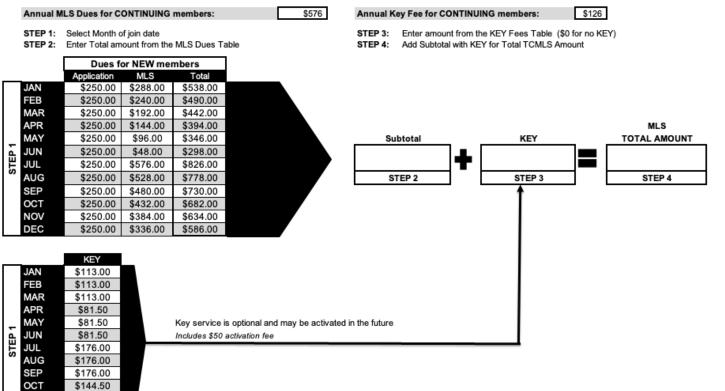
NOV

DEC

\$144.50

\$144.50

MLS dues and fees are billed annually (July - June) and prorated monthly according to join date.



All fees subject to change. Please contact TCAOR/TCMLS office for current fees.

TCMLS LOCKBOX KEY SERVICE

- Lockbox key service is for TCMLS Participant and Subscribers only.
- Service activation is available between the the hours of 9:00AM 4:00PM (Mon-Fri).
- Lockbox key service fees are **SEPARATE** from MLS dues.
- Lockbox key service billing period is the same as MLS dues (July 1st June 30th). A pro-rated amount will be billed depending on the month the service is activated.
- TCMLS users with Supra KEYs or BTLE lockboxes from other AOR/MLS can program their KEY and Supra compatible lockboxes for use in TCMLS lockbox system. Applicable *Activation/Programming Fee* and *Annual Access fees* will apply.

The **Supra Lockbox BTLE** is the MLS lockbox of TCMLS and is accessible using the **Supra eKEY** mobile app. The app is available for internet accessible Apple/Android smartphones and devices.



SERVICE FEE & LOCKBOX PURCHASE

eKEY Basic*Activation Fee:\$5eKEY software App:NoAnnual Access Fee:\$1

\$50.00 No Cost \$126.00

Lockbox BTLE: \$110.00+tax/box

*eKEY Pro available for \$324/annually. Extra features include integrated MLS listing search, hotsheets, MLS agent roster and Supra HomeTour service.

MLS Lockbox Requirement

Supra BTLE is the MLS lockbox of TCMLS. Listings where showings are permitted using access devices must have an MLS lockbox (or another MLS-approved lockbox) on the property. Failure to meet the requirement may result in MLS rules violations with fines starting at \$400.

Can I use combo lockboxes and keypad door-locks?

Members may use combo lockboxes and keypad door-locks <u>BUT</u> must include an MLS lockbox (or an MLS-approved lockbox) on the property.

What is an MLS-approved lockbox?

An MLS-approved lockbox is an access device that meets the lockbox requirements as set forth in MLS rules (13.2.2) and is authorized for use in place of the MLS lockbox.

If a member does not want to use the MLS lockbox and would like to use another access device, the member may submit the access device to the MLS Committee for consideration prior to use. The MLS Committee will review the access device and if approved, the access device will be added to the list of authorized access devices that may be used instead of the MLS lockbox. A list of MLS-approved lockboxes will be available on the AOR/MLS website.

MLS-approved lockbox requirements:

- 1. Device allows all authorized members timely access to the property by relying on data submitted to the MLS.
- 2. Complete, accurate and stand-alone instructions in the appropriate agent-only section.
- 3. Ensures the device will provide reasonable access to the property with any information needed to access the content of the device or the property with a response obligation window of four (4) hours (everyday 8am- 6pm) after initial contact¹.

1. Leaving a voicemail or sending a TEXT message for access will meet the initial contact requirement and start the 4 hour response obligation for the listing agent. The 4 hour response obligation runs from 8am to 6pm every day and will resume the following morning where the clock left off.

Applicant Information required

MEMBER INFORMATION

First Name:	Last Name:
Marketing/Nick Name:	Date of Birth:
Mailing Address:	
City/State/Zip:	
Primary/Cell Phone:	Personal Fax:
Email:	
Website:	
Field of Business:	
	LICENSE INFORMATION
Broker	DRE#:
Salesperson	DRE#:
Corporate License	DRE#:
Licensed Appraiser	BREA#:
Appraiser in Training	BREA#:
Realtor®	NRDS# :
Sole Proprieter, General questions:	licensing laws No Yes prohibiting unprofessional conduct No Yes o any of the above questions, I will attach additional sheets with all relevant details about the of violation(s) and a copy of the discipline if any.
	FIRM INFORMATION
Firm Name:	
Firm Address:	
City/State/Zip:	
Phone:	Fax:
Email:	
Website:	

SECTION A REALTOR® MEMBERSHIP

I am applying for the following TCAOR membership (select one):

_ **Designated REALTOR**® (Responsible Broker)



I am the sole proprietor, partner, corporate officer or an office manager that can act on behalf of the firm's principals and is responsible for the conduct of the individuals affiliated with the firm.

____ **REALTOR**® (Salesperson/Broker Associate) I am affiliated with a Designated REALTOR® who is a member of TCAOR

Name of Designated REALTOR®:

I would like to designate TCAOR as my (select one):

Primary Association

____ Secondary Association
My Primary Association is: ______

Professional Designations: ____ GRI ____ CRS ___ Other(s): _____

Please list ALL current and past REALTOR® Associations of which you have been affiliated:

Have you been disciplined by any of the above AORs?	No Yes, I have attached copies of the discipline.	
Have you been disciplined by the DRE or BREA?	NoYes, I have attached copies of the discipline.	

TERMS & CONDITIONS

Bylaws, Polices and Rules. I acknowledge receipt and 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.

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 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.

<u>Orientation</u>. I understand that orientation is REQUIRED for association membership. I have 60 days to fulfill the Orientation requirement and shall complete the NAR Code of Ethics member course prior to attending any scheduled orientation. Failure to fulfill the requirement within the indicated time may result in forfeiture of my membership dues, suspension of services and denial of membership.

No Refund. I understand that my Association membership dues are non-refundable. In the event I fail to maintain eligibility for membership for any reason, I understand I will not be entitled to a refund of my dues or fees.

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 where I held, or continue to hold any type of membership. I further authorize any Board/Association where I held or 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 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. REALTOR®, REALTOR-ASSOCIATE® 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. 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 and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration 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 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.

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 in the application, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Association. The Association is not responsible for cell phone carrier charges and I may be billed for the cost of the text messages. I certify that I have read and agree to the terms and conditions of this application and that all information in this application is true and correct. I hereby apply for participation as a REALTOR in the Tulare County Association of REALTORS (TCAOR).

Applicant Signature:	Date:
Broker-Participant Signature:	Date:

SECTION B MLS MEMBERSHIP

I am applying for the following TCMLS membership (select one):

___ Broker-Participant ____ Appraiser–Participant

I am the sole proprietor, partner, corporate officer or an office manager that can act on behalf of the firm's principals and is responsible for the conduct of the individuals affiliated with the firm.

Agent-Subscriber **Appraiser**-Subscriber (*including Appraisers in Training*)

I am affiliated with a Participant who is a member of TCMLS.

Name of Participant:

Please list ALL current and past MULTIPLE LISTING SERVICE of which you have been affiliated:

Have you been disciplined by any of the above MLSs? Have you been disciplined by the DRE or BREA? No ____ Yes, I have attached copies of the discipline.
 ___ No ____ Yes, I have attached copies of the discipline.

TERMS & CONDITIONS

I understand that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by MLS rules and policies, as from time to time amended, including but not limited to the following:

I will not represent myself, my firm or company with whom I may become associated as REALTOR® unless I am a REALTOR® member of TCAOR or a REALTOR® member of another board.

<u>Orientation</u>. I understand that orientation is REQUIRED for MLS membership. I have 60 days to fulfill the Orientation requirement. Failure to fulfill the requirement within the indicated time may result in forfeiture of my membership dues, suspension of services and denial of membership.

I understand that my membership dues are non-refundable. In the event I fail to maintain eligibility for membership for any reason, I understand I will not be entitled to a refund of my dues or fees.

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.

I agree not to reproduce any portion of the active listings except as provided in the MLS rules.

I agree not to download MLS data except as provided in the MLS rules.

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 electronic devices 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. 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. 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.

I understand and agree that if I wish to change, modify, or terminate my MLS Service, I must do so in writing.

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 Board/MLS 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.

I understand that the violation of MLS rules and policies may result in discipline, fine and termination of the service. In addition, 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.

I understand as a MLS Broker or Appraiser Participant or MLS Subscriber, I agree for myself and the corporation or firm for which I 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/MLS rules and procedures for arbitration.

I authorize TCMLS or its representative(s) to verify any information in this application including contacting any MLS, the DRE, current or past Brokers, Participants, Salespersons, Subscribers or business associates. I further authorize any MLS in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to TCMLS or its representative(s). 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 TCMLS, 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.

By signing below, I expressly authorize the MLS 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 in the application, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the MLS. The MLS is not responsible for cell phone carrier charges and I may be billed for the cost of the text messages. I certify that I have read and agree to the terms and conditions of this application and that all information in this application is true and correct. I hereby apply for participation as a Participant or Subscriber in the Tulare Multiple Listing Service (TCMLS).





MLS ROSTER & WAIVER

2424 E Valley Oaks Drive, Visalia CA 93292

P (559) 627-1776 F (559) 627-9441 www.tularecountyrealtors.com www.tcmls.org info@tularecountyrealtors.com

REQUIRED FOR BROKER-PARTICIPANT ONLY

Firm Name

License#

Expiration Date

Only members and authorized users of the MLS shall access the MLS compilation and use MLS service. Submitting the listing of a non-member, referring to non-member contact information in the listing, sharing passcode or allowing non-authorized user access to MLS compilation and service is prohibited.

MLS RULES

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4.4 Notification of Licensees. Each Participant shall provide the MLS with a list of all real estate licensees or certified or licensed Appraisers employed by or affiliated as independent contractors with such Participant or with such Participant's firm and shall immediately notify the MLS of any changes, additions or deletions from the list. This list shall include any licensees under any broker associate affiliated with the Participant.

5.1.1 Recurring Participation Fee: The recurring participation fee of each Broker Participant shall be an amount times the total number of (1) the Broker Participant plus (2) the number of salespersons who have access to and use of the MLS, whether licensed as brokers or salespersons, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principal broker in the same firm elects to be a Participant, the number of salespersons in the firm will only be used once in calculating the recurring participation fees. A Broker Participant is not obligated to pay recurring participation fees or other MLS fees and charges for real estate licensees affiliated with the Participant or the Participant's firm if such licensees work out of a branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS.

5.1.2 Computer Access Fees: The recurring computer access fee for each Participant shall be an amount times the total number of Subscribers and salespersons licensed or certified as Appraisers, brokers or salespersons, who are employed by or affiliated as independent contractors with such Participant.

WAIVER

CALCULATION

FEES

5.1.6 Certification of Nonuse. Participants may be relieved from payment under section 5.1.2 and 5.1.5 hereunder by certifying in writing to the MLS that a licensed or certified person in the office is engaged solely in activities that do not require a real estate license or certification or that the real estate licensee or licensed or certified appraiser will not use the MLS or MLS compilation in any way. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, the Participant shall be subject to all MLS fees dating back to the date of the certification. The Participant and Subscriber may also be subject to any other sanction imposed for violation of MLS rules including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

As the Broker-Participant, I shall provide the MLS with a list of all real estate licensees or appraisers employed by or affiliated with the firm and shall immediately notify the MLS of any changes, additions or deletion. I understand that MLS fees are calculated according to the list and shall inform the MLS if no other licensees or appraisers are affiliated with the firm. Only authorized real estate licensee or appraiser who are members of the MLS shall use the MLS compilation and MLS service. All other real estate licensees or appraisers affiliated with the firm shall be certified as 'Non-Use', be exempted from MLS fees calculation and **WILL NOT USE THE MLS COMPILATION AND MLS SERVICE IN ANY WAY**. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, I shall be subject to all MLS fees dating back to the date of the certification. I may also be subject to any other sanction imposed for violation of MLS rules including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

Broker-Participant Signature: _

Date:

DRE printout of list of Broker Associates & Salespersons affiliated w/ the broker/firm is acceptable. Please identify non-use individuals to be waived of MLS fees.

LISTING RIGHTS CHANGE FORM

Tulare County Multiple Listing Service 2424 E Valley Oaks Drive, Visalia CA 93292 | P (559) 627-1776 F (559) 627-9441 | EMAIL support@tcmls.org

Broker-Participant may request the MLS change the listing rights of any subscriber affiliated with the firm.

Complete and return only if Broker-Participant request Agent-Subscriber to have different Listing Rights

Agent-Subscriber	
Print Name	
License #	
Assigned Firm Name	
Assigned Firm Address	

By default, agent subscribers have "Level 3, Member Rights" to add, modify and publish agent subscriber's own listings. Complete and return only if broker-participant request agent subscriber to have different listing rights.

	Level 1, Que	ery: Listing query only. <u>Cannot</u> add, modify or publish listings.
One	Level 2, <u>Lim</u>	ited: Add & modify own listings but cannot change status/price or publish listings. Level4/5 users required to publish.
ect	Level 3, <u>Mer</u>	mber: Add, modify and publish own listings. [Default Member Rights]
IDO	Level 4, Offi	ce: Manage all listings in assigned office listings (Office managers or listing administrators)
	Level 5, <u>Cor</u>	mpany: Manage all listings in all company offices. (Brokers and designated company managers)

Broker-Participant authorizes TCMLS to modify the listing rights of the above MLS Subscriber in their office and understands that it may take up to 3 business days from time of receipt to complete the request.

Broker-Participant Signature	
Print Broker Name	
Broker Signature	Data
Broker Signature	Date
Broker Signature	Date