



By submitting the application, 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.

- 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.
- **Orientation.** I understand that orientation is **REQUIRED** for membership and I shall complete the NAR Code of Ethics member course prior to attending any scheduled orientation. Failure to fulfill the requirement may result in forfeiture of my membership dues, suspension of services and denial of membership. Services shall be suspended within 60 days and membership will automatically be terminated within 90 days if orientation is not fulfilled. Non-refundable orientation reinstatement (\$250) is available to temporarily regain suspended services.
- Dues. I understand that my membership dues are subject to change. At any time before my membership dues are due, I may reject the change by cancelling my membership. Membership dues renewal is due January 1<sup>st</sup>. It is my responsibility to pay dues in a timely manner, if not, a \$50.00 late fee will be assessed after the due date.
- No Refund. 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.
- 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; (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.

By submitting the application, 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).