

REALTOR®/MLS MEMBERSHIP APPLICATION

APPLICATION FOR REALTOR® AND/OR MLS MEMBERSHIP:

CALIFORNIA DESERT ASSOCIATION OF REALTORS® (LOCAL), CALIFORNIA ASSOCIATION OF REALTORS® (STATE) & NATIONAL ASSOCIATION OF REALTORS® (NATIONAL)

TYPE OF APPLICATION

3. Company Name:	MLS Agent		
3. Company Name:	·		
A Company Address:			
+. Company Address			
(street)	(city)	(state)	(zip code)
5. Company Phone Number:	Company Website	: http://	
6. Home Address:			
(street)	(city)	(state)	(zip code)
7. Contact Phone Number:	(Note: A cell pho	one is needed fo	or Supra key)
8. I would prefer my primary mailing a	ddress to be: Company	Home	
I would prefer my primary phone nu	mber to be: Company P	hone (Contact Phone
9. E-Mail Address:	Birth D	Oate (M/D/Y): _	//
10. DRE License # :	BREA Appraisers L	icense #	
DRE Expiration Date:	BREA Expiration Da	ate:	
11. Professional Designations:			
BELOW SECTION FOR CDA	R STAFF USE ONLY – DO I	NOT COMPLE	ETE
		VOI COMILEE	.12
Member Status Member #	Office #		Admin.

			CORS® and MLS to which	you <u>CURRENTLY BELONG</u> :
	all Boards/Associati	ons of REALT	CORS® and MLS to which	you <u>PREVIOUSLY</u>
Part	icipant or Subscriber	:		
M1/	NRDS #:		Office M1/NRDS #:	
or ap for I parts valid Part	ppraisal firms must r REALTOR® or REA ners, corporate officed California real estaticipant or MLS App	emain employed ALTOR-ASSO ers, or branch of the license must raiser Participa	ed by or affiliated with a De CIATE® membership. Per office managers of real estat tremain employed by or affunt of the MLS in order to join	te or appraisal firms who hold a filiated with an MLS Broker
Nan	ne of Designated Bro	ker:		
Desi	ignated Broker DRE	or BREA Lice	ense #:	
Nan	ne of MLS Broker or	Appraiser Par	ticipant:	
ML	S Broker or Appraise	er Participant D	ORE or BREA License #:	
			NLY. To be eligible for MI ompensation in the capacity	LS membership, MLS Broker of a real estate broker.
prop		d on the MLS		state business to list real cooperation and compensation
	Yes, I certify.	No	o, I cannot certify.	
appl mus sepa	PLICANTS ONLY. icants must provide t also regularly upda	Designated R CDAR with a te CDAR on a lease list <u>all</u> lice	list of licensees employed by ny changes, additions, or de censees under your license,	ter and Appraiser Participant by or affiliated with them and
I am	a (check the applica	able boxes):	sole proprietor corporate officer	general partner branch office manager
If yo			you must answer the follow o any pending bankruptcy p	
b.	Yes	No l yes to (a) or (ljudged bankrupt within the b), you may be required to es.	

18. **DESIGNATED 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 with 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 record 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 cannot 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 of the above Boards/Associations or MLSs in question 15? 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 the discipline). No.

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

- 1. **Bylaws, policies, and rules.** When applying for Designated REALTOR® and REALTOR® membership, upon acceptance and payment of all dues and assessments, I will automatically become a member of the California Association of REALTORS® and the National Association of REALTORS®, as well as the California Desert Association of REALTORS®. I agree to abide by the bylaws, policies, and rules of California Desert Association of REALTORS®, the bylaws, policies, and rules of the California Association of Realtors®, including the *California Code of Ethics and Arbitration Manual* and the constitution, bylaws, policies, and rules of the National Association of REALTORS®, including the NAR Code of Ethics, all as may from time to time be amended.
- 2. **Use of the term REALTOR® OR REALTOR-ASSOCIATE®.** I understand that the professional designations REALTOR® and REALTOR-ASSOCIATE® are federally registered trademarks of the National Association of REALTORS®("N.A.R.") and use of these designations are 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® or REALTOR-ASSOCIATE®, I will discontinue use of the term REALTOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals, or any other medium.
- 3. **NAR Code of Ethics and New Member Orientation**. Applicants for REALTOR® membership shall complete an orientation program on the Code of Ethics, meeting the minimum criteria established by NAR for new member ethics training. This requirement does not apply to applicants for REALTOR® membership who can provide proof of completion of orientation in another Association within the past two years. Failure to satisfy Orientation requirement within 90 days of the date of application may result in denial of membership application. NAR mandates that the Code of Ethics requirement be completed every three years as of January 1, 2019 (the current cycle is January 1, 2022 to December 31, 2024 please note that the NAR ethics date range is subject to change by NAR). All REALTOR® members must satisfy the NAR Code of Ethics requirement within the mandated cycle or be subject to suspension of membership.
- 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 California Desert Association of REALTORS® 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.
- 6. Authorization to release and use information; waiver. I authorize the California Desert Association of REALTORS® 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 California Desert Association of REALTORS® or MLS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, continue to hold, any type of membership to release all my membership or disciplinary records to the California Desert Association of REALTORS®, 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 California Desert 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 California Desert Association of REALTORS® and its MLS, including the local, state, and national, or their subsidiaries or representatives to fax, e-mail, telephone, text, or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all California Desert Association of REALTORS® and its MLS (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the California Desert Association of REALTORS® and its MLS (including the local, state and national, or their subsidiaries or representatives).
- 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 MLS rules, 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.
- B. I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
- C. I agree not to download MLS data except as provided in the MLS rules.
- D. 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 computer or device receiving MLS information. I agree not to transmit to or share the information with any participants, subscribers, clerical users, or any other non-subscribing licensee or third party, 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.
- 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 prohibit unauthorized access to computer databases. I agree not to allow such unauthorized access by use of any of my equipment, devices, or passcodes.
- 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 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. I will not lend or make available my lockbox key, code, or device to any person, even if an authorized MLS user. I further understand that the California Desert Association of REALTORS® and its MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code, or device 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 homeowners.
- H. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine, and ultimate termination of the service. In addition to that, my actions may cause damage to the California Desert Association of REALTORS® which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
- 9. REALTOR® and MLS applicants only; Arbitration Agreement. A condition of membership in the California Desert Association of REALTOR® 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 the California Desert Association of REALTORS®; (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 California Desert Association of REALTORS®. 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 the California Desert Association

- of REALTORS® and its MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the California Desert Association of REALTORS® facilities and in accordance with the Board/Association rules and procedures for arbitration, pursuant to the *California Code of Ethics and Arbitration Manual*.
- 10. REALTOR® Membership dues and assessments and MLS fees are set forth separately below. Please see the following pages for all fees due. For any and all clarifications on the above terms and conditions, and the information set forth herein in the application, please contact the California Desert Association of REALTORS®.

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. (All signatures must be completed for the application to be valid. Designated REALTOR® signature is <u>REQUIRED</u> in order for your application to be processed.)

Signature of Applicant (Agent/Salesperson Signature)	Date of Signature		
Signature of Designated REALTOR® (Broker Signature)	Date of Signature		
Signature of MLS Participant (Broker Signature)	Date of Signature		



ASSOCIATION DUES & MLS FEES BREAKDOWN

REALTOR® Dues are assessed based on membership and join date. Members who have paid REALTOR® Dues with CDAR or another AOR *in the previous calendar year* must pay full REALTOR® dues regardless of join date and are subject to late fees. If fees were paid at another AOR, the application *must include a Member in Good Standing letter from the previous AOR*. For the full REALTOR® Dues breakdown, please see page 9. For the MLS fees breakdown, please see page 10.

ASSOCIATION DUES

CDAR Dues	\$
CDAR Application Fees	\$
C.A.R. Dues	\$
C.A.R. Processing Fees	\$
N.A.R. Dues	\$
Other Dues:	
REALTOR® Action Fund* (\$49.00) * Suggested Voluntary Contribution	\$
C.A.R. Housing Authority* (\$10.00) * Suggested Voluntary Contribution	\$
MLS FEES	
MLS Application/Reinstatement Fee	\$
MLS Fees (Quarterly)	\$
TOTAL AMOUNT DUE	\$



CREDIT CARD AUTHORIZATION FORM

Date:, 20
To Whom It May Concern:
I authorize the California Desert Association of REALTORS® to charge my:
(Please choose one) • VISA • MASTERCARD • AMERICAN EXPRESS
Credit Card #:
Exp. Date:/ CVV: In the amount of \$
CDAR Member # (if applicable):
Print name as it appears on the credit card
Signature
I would like to have my credit card on file for MLS autopayment: Yes No
Contact Phone #:
Email Address:

	CDA	R 2024	REALTOR® Membership		
January			July		
Local	\$	150.00	Local	\$	75.00
C.A.R.	\$	231.00	C.A.R.	\$	115.50
N.A.R	\$	201.00	N.A.R	\$	123.00
Subtotal	\$	582.00	Subtotal	\$	313.50
CDAR Application Fee	\$	50.00	CDAR Application Fee	\$	50.00
C.A.R. Processing Fee	\$	200.00	C.A.R. Processing Fee	\$	200.00
Total	\$	832.00	Total	\$	563.50
February			August		
Local	\$	137.50	Local	\$	62.50
C.A.R.	\$	211.75	C.A.R.	\$	96.25
N.A.R	\$	188.00	N.A.R	\$	110.00
Subtotal	\$	537.25	Subtotal	\$	268.75
CDAR Application Fee	\$	50.00	CDAR Application Fee	\$	50.00
C.A.R. Processing Fee	\$	200.00	C.A.R. Processing Fee	\$	200.00
Total	\$	787.25	Total	\$	518.75
March			September		
Local	\$	125.00	Local	\$	50.00
C.A.R.	\$	192.50	C.A.R.	\$	77.00
N.A.R	\$	175.00	N.A.R	\$	97.00
Subtotal	\$	492.50	Subtotal	\$	224.00
CDAR Application Fee	\$	50.00	CDAR Application Fee	\$	50.00
C.A.R. Processing Fee	\$	200.00	C.A.R. Processing Fee	\$	200.00
Total	\$	742.50	Total	\$	474.00
				•	
April			October		
Local	\$	112.50	Local	\$	37.50
C.A.R.	\$	173.25	C.A.R.	\$	57.75
N.A.R	\$	162.00	N.A.R	\$	84.00
Subtotal	\$	447.75	Subtotal	\$	179.25
CDAR Application Fee	\$	50.00	CDAR Application Fee	\$	50.00
C.A.R. Processing Fee	\$	200.00	C.A.R. Processing Fee	\$	200.00
Total	\$	697.75	Total	\$	429.25
May			November		
Local	\$	100.00	Local	\$	25.00
C.A.R.	\$	154.00	C.A.R.	\$	38.50
N.A.R	\$	149.00	N.A.R	\$	71.00
Subtotal	\$	403.00	Subtotal	\$	134.50
CDAR Application Fee	\$	50.00	CDAR Application Fee	\$	50.00
C.A.R. Processing Fee	\$	200.00	C.A.R. Processing Fee	\$	200.00
Total	\$	653.00	Total	\$	384.50
June			December		
Local	\$	87.50	Local	\$	12.50
C.A.R.	\$	134.75	C.A.R.	\$	19.25
N.A.R	\$	136.00	N.A.R	\$	58.00
Subtotal	\$	358.25	Subtotal	\$	89.75
CDAR Application Fee	\$	50.00	CDAR Application Fee	\$	50.00
C.A.R. Processing Fee	\$	200.00	C.A.R. Processing Fee	\$	200.00
Total	\$	608.25	Total	\$	339.75
Voluntary REALTOR Action Fund	\$	49.00	C.A.R Housing Affordability	\$	10.00
Voluntary NEALTON ACTION Pulla	Y	45.00	C.A.N Housing Allordability	Y	10.00

2024 MLS Membership Fees

First Quarter MLS		Third Quarter MLS			
January	\$ 33.00	July	\$ 33.00		
February	\$ 33.00	August	\$ 33.00		
March	\$ 33.00	September	\$ 33.00		
Subtotal	\$ 99.00	Subtotal	\$ 99.00		
CDAR MLS Application Fee	\$ 50.00	CDAR MLS Application Fee	\$ 50.00		
Total	\$ 149.00	Total	\$ 149.00		
Second Quarter MLS		Fourth Quarter MLS			
April	\$ 33.00	October	\$ 33.00		
May	\$ 33.00	November	\$ 33.00		
June	\$ 33.00	December	\$ 33.00		
Subtotal	\$ 99.00	Subtotal	\$ 99.00		
CDAR MLS Application Fee	\$ 50.00	CDAR MLS Application Fee	\$ 50.00		
Total	\$ 149.00	Total	\$ 149.00		

CDAR MLS Renewal is due prior to the beginning of each calendar quarter. Please note that the MLS is only prorated for new members upon joining. Application fee applies only for initial setup of the MLS (first time or inactivated users).

Current Scheduled MLS Due Dates (falls on last day of quarter):

1st Quarter MLS – December 29, 2023 3rd Quarter MLS – June 28, 2024

2nd Quarter MLS – March 29, 2024 4th Quarter MLS – September 27, 2024

Supra Key Membership

Supra Keys will only be issued once your application has been processed. Please allow for 24 hours once your application has been processed before calling the CDAR office to activate your Supra account. Please download the "Supra eKEY" app from your phone's app store prior to calling the CDAR office to activate your Supra account.

All billing is handled through Supra directly. eKEYS are auto-debited on the 4th of each month by Supra.