



# MLS ONLY Application

Rim o' the World Association of REALTORS®  
28200 Highway 189 Suite O1-240, PO Box 879  
Lake Arrowhead, CA 92352  
Ph: (909) 337-2473 Fax: (909) 337-6108  
www.rimmls.org

I am applying for the following type of membership:

MLS Broker Participant

MLS Salesperson Participant

Name as it appears on your license

Nickname

Firm Name

Firm Physical Address

Firm Mailing Address

Firm Telephone Number

Firm Fax Number

List All Other DBAs (if Applicable)

Home Physical Address

Home Mailing Address

Home Telephone Number

Home Fax Number

Driver License Number

Date of Birth MM/DD/YYYY

Cell Phone Number

Indicate Primary Mailing Address

Firm

Home

E-mail Address

BRE License Number

Expiration Date

License Type

Professional Designations

Broker

GRI

CRS

Corporate

Other

Salesperson

Primary Specialty

Commercial

Building and Development

Mortgage Financing

Property Management

Residential Brokerage

Other

List All Boards/Associations of REALTORS® and MLS to which you **Currently Belong:**

List All Boards/Associations of REALTORS® and MLS to which you **Previously Belonged:**

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**MLS Broker Participant applicants 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

**MLS Broker Participant** applicants must provide the Association a list of licensees employed by or affiliated with them and must also regularly update the Association of any changes, additions, or deletions from the listing. On a separate sheet or form, please list all licensees under your license, including their name, the type of license, and their BRE license number.

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**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 membership dues and MLS fees.

**C.** I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violations of:

1. Civil Rights Laws

Yes, I certify                      No, I cannot certify

2. Real Estate Licensing Laws

Yes, I certify                      No, I cannot certify

3. Any Felony or Crime of Moral Turpitude

Yes, I certify                      No, I cannot certify

4. Criminal convictions where 1) the crime was punishable by death or imprisonment in the excess of one year under the law under which you were convicted and 2) no more than ten 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 one or more of the above, please attach additional sheets with all relevant details about the violation(s). Please include the date(s), type of violation(s) and a copy of the discipline (if any).

5. Have you ever been disciplined by any of the afore mentioned Boards/Associations or MLSs?

Yes. (If yes, attach copies of the discipline)

No.

6. Have you ever been disciplined by the California Bureau of Real Estate (BRE fka DRE)?

Yes. (If yes, provide all relevant details and dates or attached copies of discipline)

No.

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## **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 designations REALTOR® 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® I will discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.

**3.** Orientation. I understand that the Association and/or the MLS requires orientation, I must attend such orientation within 60 days of becoming a member of the Association or MLS or my membership will be terminated until I have completed the required orientation.

**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 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 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 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.

**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 either 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 Board 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.

**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 Association which owns the MLS and the Board 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 Board/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.

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Persons others than principals, partners, corporate officers or branch office managers of real estate firms who hold a valid California Bureau of Real Estate license must remain employed by or affiliated with a MLS Broker Participant of the MLS in order to join as a MLS Salesperson Subscriber.

Name of Designated REALTOR®

Designated REALTOR® BRE License Number

Designated REALTOR® Signature  
**REQUIRED**

Name of MLS Broker Participant

MLS Broker Participant BRE License Number

MLS Broker Participant Signature **REQUIRED**