# Siskiyou Association of REALTORS® **Appraiser Member Application**

Printed Name of Principle Appraiser Member

Siskiyou Association of Realtors P.O. Box 1001 • Mount Shasta, CA 96067 Office: 530.926.5083 • Fax: 530.926.4012 siskiyouaor@gmail.com

٠.	olication Type applying for the	following categories of membership:	□ Principle Appraise	er Member 🔲 Apprai	ser Associate
General Information	Contact Name Cell Phone Email Address Website	ociations of Realtors® to which yo	Firm Name Firm Address Firm Phone Firm Fax		Sei Associate
<b>Ger</b> 1. 2. 3.	I hereby apply to Regulations, and I agree to pay the changes in my r I irrevocably wai any acts in conn suspend, expel, I certify that I do	and Conditions of Association or Appraiser Membership and, in the of MLS Service Rules of the Siskiyou are established fees and dues as long egistration, status, address and/or cove all claims against the Siskiyou Assection with the business of the Association of the Association of the Association and the Association and the Association against mean anotherwise action against mean anotherwise action against mean active California Ristate brokerage or sales.	event of my election, agree to Association of Realtors®. as I remain a member and will ontact information, and that all sociation of Realtors®, or any ciation, and particularly as to it as an applicant or member.	abide by the Bylaws, Policies Il notify Siskiyou Association fees and dues are nonrefund of its officers, directors, mem is, or their, acts in electing or	of Realtors® of any dable.  hbers, or employees for failing to elect, advance,
	•	ead and agree to the terms and condi		hat all information provided is	
	nature of Appraiser A <b>you are applying</b>	for membership under your company a	Printed Name of Applicant as an Associate, your Principle	Appraiser Member must com	Date
	ise include this a nbership.	oplicant as a representative of	Firm Name	, under my Compa	ıny Appraiser

Signature of Principle Appraiser Member

Date

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### **General Terms and Conditions of Association Membership**

- 1. **Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Board/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® OR REATOR-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 REATLOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals or any other medium.
- 3. **Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation to become a member of the Board/Association or MLS.
- 4. **No refund.** I understand that my Board/Association membership dues and MLS fees are non-refundable. In the event that 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 Board/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 Board/Association 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 this Board/Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within thi 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 again 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.
- 6. By signing below, I expressly authorize the Board/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 Board/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.
  - e. I agree not to use the MLS to create another product except as may be used by the participant who downloaded

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the data in compliance with the MLS rules.

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- f. 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.
- g. 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.
- h. 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. Failure to adhere to key and lockbox requirements could undermine the security of homeowners.
- i. 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 Board/Association which owns the MLS's and the Board may pursue its legal remedies against me to recover such damages.
- 8. 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, pursuant to the California Code of Ethics and Arbitration Manual.

I certify, that I have read and agree to the terms and conditions correct.	s of this application, and that all information provided is true and
Signature of Applicant	Date
Printed Name	