Siskiyou Association of REALTORS®
Serving Real Estate Professionals Since 1967

Mail completed application with payment to:

Siskiyou Association of REALTORS®
P.O. Box 1001, Mount Shasta, CA 96067
siskiyouaor@gmail.com

Broker and REALTOR® Member Application

Application Packet and Checklist

Thank you for inquiring about the Siskiyou Association of REALTORS® (SAR). Please contact the Association Executive at (530) 926-5083 or siskiyouaor@gmail.com if you have any questions.

Please complete the enclosed forms and return them with your dues payment to process your application for membership.

The enclosed forms are REQUIRED to be considered for membership.

- **S.A.R. Application** – The application must be completed in entirety and signed by the applicant and their Broker.
- **California Bureau of Real Estate License** – You must be listed on the CALBRE website (www.calbre.ca.gov) to be eligible for membership to S.A.R.
- **Picture ID** – Provide a clear copy of your picture ID (Driver's License, Passport, or State ID).
- **Mandatory Code of Ethics Orientation and Training** – Orientation must be completed when the next orientation is offered by S.A.R., and the Code of Ethics Online Training must be completed immediately.
- **Payment for Membership Dues/Fees** – Check or credit/debit card payment is required for your dues payment and is due with your application. Dues/Fees are non-refundable.

  Card payments can be paid online at https://siskiyouaor.com/make-a-payment/

Fees and Dues	Amount
C.A.R. Application Fee	Pay online @ https://www.nar.realtor/
C.A.R. Dues	Pay online @ https://www.nar.realtor/
N.A.R. Processing Fee	Pay online @ https://www.nar.realtor/
N.A.R Dues	Pay online @ https://www.nar.realtor/
Housing Affordability Fund (HAF)	Pay online @ https://www.nar.realtor/
REALTOR® Action Fund	Pay online @ https://www.nar.realtor/
Local Association Application Fee	$
Local Annual Dues	$
M.L.S. Application Fee, Broker	$
M.L.S. Application fee – Agent	$
M.L.S. Dues	$
IDX Fee	$
TOTAL	$

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Membership Types

Primary Membership

Licensees affiliated with a REALTOR® firm may choose as their "primary" Association any Association within California where the firm maintains a "Designated REALTOR®." If a REALTOR® is a primary member S.A.R., then S.A.R. pays C.A.R. and N.A.R. dues for that individual.

Secondary Membership

A REALTOR® who has joined another Association as a primary member may join S.A.R. as a secondary member. There need not be a Designated REALTOR® member of S.A.R. for licensees to select S.A.R. as their secondary Association. The conditions for secondary membership shall be no more stringent than for primary membership, and the privileges of membership shall be the same including the right to vote and hold office.

Transferring Membership

A member who is a transferring member becomes such if they have paid their current state and national REALTOR® dues through another Association for the current year, and are transferring their primary membership to S.A.R. If the individual has paid their dues as mentioned to C.A.R. and N.A.R., then they would only pay for local dues and the application processing fee.

Orientation

Orientation is required for all new members that sign up with S.A.R. If you have not been a REALTOR® for more than 5 years you will be required to complete the orientation process. You will be notified of upcoming orientation sessions. If this is your first time obtaining a Real Estate License, we will create a National Association of REALTOR® (NAR) ID number (a.k.a. NRDS number). You may then go to https://www.nar.realtor/ and create an account and take advantage of the benefits that NAR has to offer. You will also use this NRDS number for the California Association of REALTORS® (CAR). Go to https://www.car.org/ to access ZipForms and other free benefits that are offered.

NAR Code of Ethics Training

Once you have become a REALTOR® member with S.A.R., the Quadrennial REALTOR® Code of Ethics mandatory training is required ever three (3) years to maintain your REALTOR® membership. Any REALTOR® member who does not complete this training within the given time and provide certification to the Association, will have their membership suspended until the course is completed and proof of completion provided to the Association.

To Complete the New Member Code of Ethics Class:

- Go to https://www.nar.realtor/
- Click on Education Tab at the top of the page
- Click on Code of Ethics Training Link
- Scroll Down to Free Course for New Members
- Click on Begin or Resume

Follow the Prompts to complete the course. You will need your NRDS number to complete this training.

CALIFORNIA ASSOCIATION OF REALTORS®
NATIONAL ASSOCIATION OF REALTORS®

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Application Type

☐ New Member Primary ☐ Secondary Membership ☐ Transfer New Member

I am applying for membership as: ☐ Designated REALTOR® (Broker) ☐ Broker Associate ☐ REALTOR®

☐ Appraiser

General Applicant Information

First Name, Middle Initial		**Last Name**	
Home address			
City, State, Zip			
Home Phone		**Cell Phone**	
Email address		**Birth Date**	
Cal DRE License Number		**Expiration Date**	

Broker Information

Office Name		**Broker Name**	
Office address			
City, State, Zip			
Office Mailing Address, if Different			
City, State, Zip			
Office Phone Number		**Office Fax Number**	

1. Primary Specialty**:**

☐ Residential Brokerage ☐ Commercial/Industrial Brokerage ☐ Farm and Land Brokerage

☐ Building and Development ☐ Property Management ☐ Mortgage Financing

☐ Other _____

2. List all Boards/Associations of REALTORS® and MLS to which you CURRENTLY BELONG:
   Participant/Subscriber/NRDS Number: _____

3. List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED: Participant/Subscriber:
   _____

4. Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® (Broker) to be eligible for REALTOR® or REALTOR-ASSOCIATE® membership. Persons other than principals, partners, corporate officers or branch officer managers of real estate or appraisal firms who hold a valid California real estate license must remain employed by or affiliated with an MLS Broker Participant or MLS Appraiser Participant of the MLS to join as an MLS Subscriber. If applicable, please complete below.

   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

Name of Designated REALTOR® (Broker)		**Designated REATOR®/ Broker DRE License Number**	
Name of MLS Broker or Appraiser Participant		**MLS Broker or Appraiser Participant DRE License Number**	

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6. **Designated REALTOR®/MLS Broker And Appraiser Participant Applicants Only**. Must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/Association on any changes, additions, or deletions from the list. On a separate sheet or form, please list all licensees under your license, including their name, the type of license, and their DRE License Number.

7. **I am a** (check all that apply): ☐ Sole Proprietor ☐ Corporate Officer ☐ General Partner ☐ Branch Office Manager

8. If you checked any box in Question 5, you must answer the following:
   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 years? ☐ YES ☐ NO
   If you answered yes to (a) or (b), you may be required to make cash payment of your membership dues and MLS fees.

9. I certify that I have no record of official sanctions rendered by the courts and other lawful authorities for violations of:
   a. Civil rights laws within the last three (3) years. ☐ Yes, I certify ☐ No, I cannot certify
   b. Real estate license laws within the last three (3) years. ☐ Yes, I certify ☐ No, I cannot certify
   c. Criminal convictions where (1) the crime was punishable by death or imprisonment in excess of one year under the law under which you were convicted and (2) no more than ten (10) 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 any of the above, please attach additional sheets with all relevant details about the violations(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

10. Have you been disciplined by any of the above Boards/Associations or MLSs in Questions 2 or 3?
    ☐ Yes, attach copies of the discipline ☐ No

11. Have you been disciplined by the DRE?
    ☐ Yes, attach all relevant details and dates (or attach copies of discipline) ☐ No

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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. If 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 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 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 the data in compliance with the MLS rules.

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 an 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.

9. **Disciplinary Action**: Participant/Subscriber agrees to be subject to the disciplinary rules and procedures of the Siskiyou Association of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and Participant's/Subscriber's right to be issued a Smart Card.

10. **Indemnification**: Participant/Subscriber agree to indemnify and hold the MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against MLS resulting from loss, use or misuse of the SentriLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentriLock System.

11. **Reimbursement**: Participant/Subscriber agree that, in the event that MLS shall prevail in any legal action brought by or against the Participant/ Subscriber to enforce the terms of this agreement, Participant/Subscriber as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.

12. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of California, Siskiyou County.

13. **Partial Invalidity**: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force. '

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14. **Disclosure To Clients**: The Listing Participant/Subscriber shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before listing inputted to MLS, reflecting that a lockbox has been authorized by seller.

15. **Listing Broker's Permission:** No R.E. Participant or Subscriber/Agent or Appraiser Participant or Subscriber may enter a property with or without a lockbox - without the Listing Broker's permission, as stated in Section 13.7 of the MLS Rules and Regulations.

16. **Participant's Responsibilities**:
    a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Siskiyou Association of Realtors MLS.
    b. Participant warrants that Subscriber/Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.
    c. Participant agrees to enforce the terms of the Agreement with respect to any Subscriber associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Subscriber/Agent.
    d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Subscriber/Agent terminate their relationship or should the Agent's license be transferred.

17. **Additional Terms and Conditions Set Forth on The Second Page Hereof Are Part Of This Agreement**: This written contract expresses the entire agreement between Participants. Subscriber/Agents and the MLS with respect to SentriLock Smart Cards. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This agreement is binding upon the heirs and personal representatives of the Participant or Subscriber.

I certify that I have read and agree to the terms and conditions of this application, and that all information provided is true and correct.

Applicant or MLS Participant Signature	Date	Designated REALTOR®/Broker Signature	Date

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Multiple Listing Service (MLS) "Non-Use" Agreement

The following licensees request that the MLS of Siskiyou Association of REALTORS® "exempt and waive" all MLS Monthly Fees as provided for in Section 5.1.6 of the MLS Rules and Regulations.

MLS Rules 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 licensed or certified person in the office is engaged solely in activities that do not require a real estate license or certification (clerical, etc.) 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 the MLS rules and including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

Name & Title of Licensee: _____

Name & Title of Licensee: _____

Name & Title of Licensee: _____

Name & Title of Licensee: _____

The undersigned acknowledges that he/she is the Participant of the MLS of Siskiyou Association of REALTORS® and that the above-named licensee(s) will NOT have any computer access to the MLS of Siskiyou Association of Realtors®, the SentriLock system or any other service provided to Members of the MLS of Siskiyou Association of REALTORS®.

I understand and agree to abide by the MLS Rules and Regulations of Siskiyou Association of REALTORS®.

Signature of Broker Participant _____ Date_____

Exempt Agents – Complete the Below Acknowledgement

I, _____ acknowledge and agree that I shall comply with the attached certification of nonuse.

Signature of Licensee_____ Date_____

I, _____ acknowledge and agree that I shall comply with the attached certification of nonuse.

Signature of Licensee_____ Date_____

I, _____ acknowledge and agree that I shall comply with the attached certification of nonuse.

Signature of Licensee_____ Date_____