



2009 Membership Dues

Name: _____

Company: _____

Association Dues are pro-rated for time of membership:

| | January | February | March | April | May | June | July | August | September | October | November | December |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|
| Local Dues | \$ 250.00 | \$ 229.17 | \$ 208.84 | \$ 187.50 | \$ 166.68 | \$ 145.85 | \$125.02 | \$ 104.19 | \$ 83.36 | \$ 62.53 | \$ 41.70 | \$ 20.87 |
| C.A.R. | \$ 135.00 | \$ 123.75 | \$ 112.50 | \$ 101.25 | \$ 90.00 | \$ 78.75 | \$ 67.50 | \$ 56.25 | \$ 45.00 | \$ 33.75 | \$ 22.50 | \$ 11.25 |
| C.A.R. Process | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 | \$ 30.00 |
| N.A.R. | \$ 115.00 | \$ 108.00 | \$ 101.67 | \$ 95.00 | \$ 88.33 | \$ 81.67 | \$ 75.00 | \$ 68.33 | \$ 61.67 | \$ 55.00 | \$ 48.33 | \$ 41.57 |
| Subtotal | \$ 530.00 | \$ 490.92 | \$ 453.01 | \$ 413.75 | \$ 375.01 | \$336.27 | \$ 297.52 | \$ 258.77 | \$ 220.03 | \$181.28 | \$ 142.53 | \$ 103.69 |
| Optional | | | | | | | | | | | | |
| R.A.F. | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | \$ 49.00 | 49.00 |
| H.A.F. | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 | \$ 10.00 |
| Total | \$ 589.00 | \$ 549.92 | \$ 512.01 | \$ 472.75 | \$ 434.01 | \$395.27 | \$ 356.52 | \$317.77 | \$ 279.03 | \$240.28 | \$201.53 | \$162.69 |

Multiple Listing Service Dues are pro-rated for time of membership:

(Optional)

| | January | February | March | April | May | June | July | August | September | October | November | December |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|----------|----------|----------|
| Local Dues | \$ 250.00 | \$ 229.17 | \$ 208.84 | \$ 187.50 | \$ 166.68 | \$ 145.85 | \$125.02 | \$ 104.19 | \$ 83.36 | \$ 62.53 | \$ 41.70 | \$ 20.87 |

Local Dues \$ _____

New Office Processing Fee (includes Broker) One time fee \$300.00 \$ _____

New Agent Processing Fee (Member/MLS: Associate other than Broker) One time fee \$100.00 \$ _____

Broker and/or Salesperson Fee (MLS system access) \$38.00 per month X _____ months = \$ _____

Lockbox Assessment Buy-in Program One time Fee \$200.00 \$ _____
(Includes processing, Sentricard and SentiLock lockbox w/cover)

SentiLock Card only w/Setup Fee One Time Set up fee \$125.00 \$ _____

SentiLock Key Application & Service Fee \$ 9.00 per month X _____ months = \$ _____

MLS Subtotal \$ _____

SentiLock Card Deposit (Pay with Separate Check) \$100.00 One time refundable fee \$ _____

TOTAL DUES and DEPOSITS Due at time of Membership

MEMBER DUES: \$ _____

PAYMENT METHOD - CHECK# _____

SETUP & MLS DUES: \$ _____

VISA/MASTERCARD _____

SUBTOTAL \$ _____

Refundable Lock Box Key deposit separate check # _____

Refundable Deposit \$ _____

TOTAL FEES: \$ _____

Applicants Signature

Date

Office

Contact Number



CALIFORNIA ASSOCIATION OF REALTORS®
APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP
YOSEMITE GATEWAY ASSOCIATION OF REALTORS®

TYPE OF APPLICATION

1. I apply for the following categories of membership (check all applicable boxes):
- | | |
|---|--|
| <input type="checkbox"/> Principal REALTOR® | <input type="checkbox"/> MLS Broker Participant |
| <input type="checkbox"/> Non-principal REALTOR® | <input type="checkbox"/> MLS Appraiser Participant |
| <input type="checkbox"/> REALTOR-ASSOCIATE® | <input type="checkbox"/> MLS Subscriber |
| <input type="checkbox"/> Designated REALTOR® | <input type="checkbox"/> Affiliate Member |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Clerical User |

GENERAL INFORMATION

2. Name (as it appears on your license): _____
3. Nickname: _____
4. Firm Name: _____
5. Firm Address: _____
(street) (city) (state) (zip code)
6. Firm Telephone Number: _____ Firm Fax Number: _____
7. List all others dba's: _____

8. Home Address: _____
(street) (city) (state) (zip code)
9. Home Telephone Number: _____ Home Fax Number: _____
10. Which do you want as the primary mailing address? Firm Home
11. E-Mail Address: _____ Birth Date (M/D/Y): ____/____/____
12. Social Security # : _____ Drivers License # : _____
13. DRE License # : _____ OREA Appraisers License # : _____
Type: Broker Certified General
 Salesperson Certified Residential
 Corporate Licensed
Expiration Date: _____ Expiration Date: _____
14. Professional Designations: GRI CRS Other(s) (please specify) : _____
15. Primary Specialty: Residential Brokerage Property management
 Commercial/Industrial Brokerage Appraising
 Farm and Land Brokerage Mortgage Financing
 Building and Development Other(s) (please specify): _____
16. List all Boards/Associations of REALTORS® and MLS to which you **CURRENTLY BELONG**:
Participant or Subscriber: _____

24. Have you ever been disciplined by the DRE?
[] Yes. If yes, provide all relevant details and dates (or attach copies of discipline). [] No.

GENERAL TERMS AND CONDITIONS OF 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 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. **Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation prior to becoming 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 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 Department 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 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.
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. 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

Non-member Count _____X

Non-member Assessment =

Designated REALTORS® Dues \$ _____

Political Survival Contribution* (Voluntary) \$ _____

Dues Total \$ _____

MLS Application/Initiation Fees \$ _____

MLS Fees \$ _____

MLS Broker or Appraiser Participant

Non-MLS Subscriber Count _____X

Non-MLS Assessment=

MLS Broker or Appraiser Participant Fees: \$ _____

MLS FEES TOTAL \$ _____

Total Amount Paid \$ _____

Please indicate here if payment is by personal check. Yes No

FOR OFFICE USE ONLY

Check received in the amount of \$ _____

Orientation (if applicable) attended _____

Membership start date _____

MLS Participant/Subscriber start date _____

Date of Verification of License _____

Date Lockbox Key Issued _____

Office Code _____

C.A.R member Number _____

Primary Board/Association _____

*Contributions or gifts to the Board/Association, the California Association of REALTORS®, the National Association of REALTORS®, IMPAC and CREPAC are not deductible as charitable contributions for federal income tax purposes. However, dues may be tax deductible as ordinary and necessary business expenses. REALTORS® and REALTOR-ASSOCIATES® may participate in Political Survival by including a voluntary donation on the same check as your dues payment. No contributor will be favored or disfavored by reasons of the amount of his/her contribution or his/her decision not to contribute. Failure to contribute will not affect an individual's membership status in C.A.R. or MLS.



**YOSEMITE GATEWAY
ASSOCIATION OF REALTORS®**

**40928 Junction Drive, Suite B
P.O. Box 480, Oakhurst, CA 93644**

Multiple Listing Rules & Regulations Agreement

I, _____, have received, and will read, the Yosemite Gateway Association of REALTORS® MLS Rules & Regulations.

I also agree to abide by such Rules and Regulations, as a Subscriber of the YGAOR MLS System.

Signature

Date

Phone: 559-683-2650 Fax: 559-683-0461 E-mail: info@ygaor.com Web Page: www.ygaor.com



YOSEMITE GATEWAY
ASSOCIATION OF REALTORS®

40928 Junction Drive, Suite B
P.O. Box 480, Oakhurst, CA 93644

Yosemite Gateway Association of REALTORS® Multiple Listing Service

CERTIFICATE OF NON-USE

Name of Broker Participant: _____

As a participant (broker), by signing hereunder you are certifying that any **non-paying** Real Estate licensee or Licensed or Certified Appraisers **will not** use the Yosemite Gateway Multiple Listing Service or the Yosemite Gateway Multiple Listing Service compilation in any way. In the event a non-paying real estate licensee or appraiser is found in violation of this Non-Use Certificate, the participant (broker) shall be subject to fees dating back to the date of the certification. The participant (broker) and subscriber (agent) may also be subject to any other sanction imposed for the violation of the Yosemite Gateway Multiple Listing Service Rules including ultimately losing participation rights and access to the Service.

Broker's Signature

Printed Name

Date

Phone: 559-683-2650

Fax: 559-683-0461

E-mail: info@ygaor.com

Web Page: www.ygaor.com

**Yosemite Gateway Association of REALTORS®
SMART CARD AUTHORIZED USER AGREEMENT**

IT IS HEREBY AGREED BETWEEN THE YOSEMITE GATEWAY ASSOCIATION OF REALTORS®, and MLS **PARTICIPANT**
(Broker): _____ Office: _____ AND **MLS PARTICIPANT'S**

LICENSEE): _____ Key # _____
(Agent)

1. **SMART CARD RECEIPT:** Participant and Agent acknowledge receipt of a SentiLock Smart Card from the Yosemite Gateway Association of REALTORS® MLS. Agent acknowledges that the Smart Card is and shall remain the sole property of the MLS.
2. **TITLE TO SMART CARD:** Participant and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the MLS.
3. **CARD EXCHANGE BY SENTRILOCK OR MLS:** SentiLock may at its discretion require the MLS to replace the Smart Cards used by the MLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to the MLS unless the exchange is necessary due to Customer negligence.
4. **CURRENT UPDATE:** Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by the MLS, prohibiting further use of the Smart Card until a new update is obtained from the MLS by placing the Smart Card in an MLS Card Reader or by another authorized method.
5. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates Membership with the MLS and returns the Smart Card to the MLS.
6. **RETURN OF SMART CARD:** Participant and Agent agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by the MLS or SentiLock or (2) within five working days after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in the MLS.
 - b. Termination of Agent's association with the said Participant for any reason.
 - c. Failure of the Participant/Agent to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
 - d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the Smart Card to MLS.
7. **SECURITY OF SMART CARDS:** Participant and Agent acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the Smart Card in Agent's possession or in a safe place at all times.
 - b. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
 - c. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the Smart Card or allow any person to do so.
 - e. To not assign, transfer or pledge the rights of the Smart Card.
 - f. To notify the MLS within **24 hours** of the loss or theft of a Smart Card. The Participant/Agent shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of Smart Cards either lost or damaged.
 - g. To follow all additional security procedures as specified by the MLS.
8. **REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Agents who:
 - a. have complied with this Agreement and the policies and procedures of the MLS with respect to the SentiLock System.
 - b. pay a fee and/or deposit specified by the MLS to replace a Smart Card lost, stolen, damaged or defective.
9. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the Participant or Agent's right to be issued a Smart Card.
10. **INDEMNIFICATION:** Participant and Agent 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 the MLS resulting from loss, use or misuse of the SentiLock 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 SentiLock System.
11. **REIMBURSEMENT:** Participant and Agent agree that, in the event that the MLS shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent 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 (STATE NAME), and venue shall be the county in which the Participant and/or Agent reside.
SentiLock Smart Card Agreement, Page 2

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.

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

15. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the (MLS Name).
- b. Participant warrants that 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 Agent 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 Agent.
- d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Agent's Smart Card or cause Agent to return Smart Card to MLS.
The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Agent does not return the Smart Card, Participant agrees to furnish the MLS with copies of written correspondence of all attempts made to obtain said Smart Card.
- f. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of MLS Smart Card privileges and, further, could cause the MLS to recall all Smart Cards issued to the Participant and the Participant's Agents.

16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, Agents and the MLS with respect to SentiLock 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 Agent.

DATED: _____

BY _____ of (Yosemite Association of REALTORS®)

Agent _____

Participant (Broker) _____