



2011 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.	\$ 184.00	\$ 168.67	\$ 153.33	\$ 138.00	\$ 122.67	\$107.33	\$ 92.00	\$ 76.67	\$ 61.33	\$ 46.00	\$ 30.67	\$ 15.33
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	\$ 108.33	\$ 101.67	\$ 95.00	\$ 88.33	\$ 81.67	\$ 75.00	\$ 68.33	\$ 61.67	\$ 55.00	\$ 48.33	\$ 41.67
Subtotal	\$ 579.00	\$537.17	\$ 493.84	\$ 450.50	\$ 407.68	\$364.85	\$ 322.02	\$ 279.19	\$ 236.36	\$193.53	\$ 150.70	\$ 107.87
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	\$ 638.00	\$ 595.17	\$ 552.84	\$ 509.50	\$ 466.68	\$423.85	\$ 381.02	\$338.19	\$ 295.36	\$252.53	\$209.70	\$166.87

(MLSONLY) 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) \$ 300.00 \$ _____

New Agent Processing Fee \$ 100.00 \$ _____

CRMLS System \$42.00 per month X 3 months = \$ _____

ActiveKEY processing \$ 100.00 \$ _____

ActiveKEY \$ 95.00 \$ _____

ActiveKEY Access Fee \$14.00 per month X 3 months = \$ _____
(plus tax)

MLS Subtotal \$ _____

ActiveKey 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 _____ Date _____

SUBTOTAL \$ _____

Refundable ActiveKEY 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):

- Principal REALTOR® MLS Broker Participant Non-principal REALTOR®
 MLS Appraiser Participant REALTOR-ASSOCIATE® MLS Subscriber
 Designated REALTOR® Affiliate Member Other: _____

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 Type: 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: _____

List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED:

Participant or Subscriber: _____

17. 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® to be eligible for REALTOR® or REALTOR®-ASSOCIATE_ membership. Persons others than principals, partners, corporate officers or branch office managers of real estate or appraisal firms who hold a valid California real estate license must remain employed by or affiliated with a MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as a MLS Subscriber. If applicable, please complete below:

Name of Designated REALTOR®: _____

Designated REALTOR® DRE License #: _____

Name of MLS Broker or Appraiser Participant: _____

MLS Broker or Appraiser Participant DRE or OREA License #: _____

18. **DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY.** Designated REALTOR® and MLS Broker and Appraiser Participant applicants 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 or OREA License number..
19. I am a (check the applicable boxes): sole proprietor general partner corporate officer branch office manager .
20. If you checked any box in question 18, 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 (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:
 - (i) civil rights laws Yes, I certify. No, I cannot certify.
 - (ii) real estate licensing laws Yes, I certify. No, I cannot certify.
 - (iii) other laws prohibiting unprofessional conduct 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 violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.
21. Have you ever been disciplined by any of the above Boards/Associations or MLS listed in question Yes. If yes, attach copies of the discipline. No.
22. 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® 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 nonrefundable. 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. **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 Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
7. **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



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



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