



## TERMS AND CONDITIONS OF MEMBERSHIP

- A. I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
- B. I agree not to download MLS data except as provided in the MLS rules.
- C. 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.
- D. 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 databases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
- E. I understand that unlicensed assistants 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/or ultimate termination of MLS services.
- F. The security of many homeowners in the area 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 Association 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.
- G. 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 my MLS service. In addition to that, if my actions cause damage to the Association, which owns the MLS, the Association may pursue legal remedies against me to recover such damages.

## ARBITRATION AGREEMENT

A condition of membership in the Association as a REALTOR® or REALTOR® - Associate and participation in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®), 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.

## FAX / E-MAIL AUTHORIZATION

My signature below authorizes the Association, including its local, state and national subsidiaries or representatives, to fax or e-mail me material advertising the availability of, or quality of, any property, goods or services offered, endorsed or promoted by the Association, at the fax number and e-mail address above.

## REQUIRED SIGNATURES

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

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Signature of Applicant	Print Name	Date
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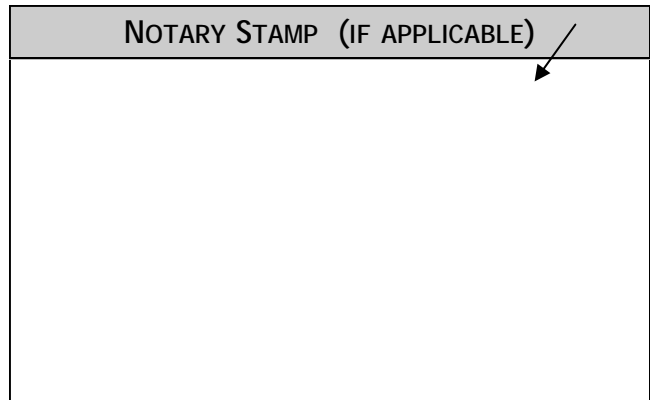
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Participating Broker Signature	Print Name	Date
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**There is a \$10 out-of-area Token Mailing Fee** – A non-refundable processing fee of \$100 will be assessed all applicants – Membership dues (Local, State, National) are **not** refundable – Payments to the Association of REALTORS® (local, state, national dues) are not deductible as charitable contributions for Federal Income Tax purposes. However, such payments can be deducted as ordinary and necessary business expenses.

*YOUR SUBSCRIPTION TO ORANGE COUNTY ASSOCIATION OF REALTOR® NEWSLETTER IS PAID FOR WITH YOUR DUES AT A RATE OF \$1.16 FOR 12 ISSUES AND IS NON-DEDUCTIBLE THEREFROM.*

**NOTARY STAMP (IF APPLICABLE)**



**OCAR Laguna Hills Office**  
25552 La Paz Rd., Laguna Hills, 92653  
Tel (949) 586-6800; Fax (949) 586-0382  
[www.OCAR.org](http://www.OCAR.org)



**OCAR Huntington Beach**  
8071 Slater Ave. #240, Huntington Beach, 92647  
Tel (714) 375-9313; Fax (714) 375-9322  
[www.OCAR.org](http://www.OCAR.org)

## MLS PARTICIPATION AGREEMENT

This form is required for all Brokers, who subscribe to the SoCalMLS through the Orange County Association of REALTORS®

### MLS PARTICIPANT INFORMATION

Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Primary Board or Association: \_\_\_\_\_

**Office Use Only:**

Member #: \_\_\_\_\_

MLS ID: \_\_\_\_\_

### REQUIRED SIGNATURE

- ◇ I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules, and other obligations of participation, including payment of fees.
- ◇ I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS.
- ◇ I agree that I must continue to engage in such activities during my participation in the MLS.
- ◇ I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### MLS RULES AND REGULATIONS

The MLS Rules and Regulations and Data Integrity Standards are available on OCAR's website for your review:

<http://www.OCAR.org/mls/rulesRegs.asp>