

APPLICANT INFORMATION

Applicants are encouraged to apply in person. However, if you cannot be present to join, you may notarize this application and fax it to either OCAR office. Please include a copy of your DRE License, a legible copy of your Driver's License, and Credit Card Authorization Form (available on our Applications and Forms page at www.OCAR.org). Please contact our office to obtain the membership dues amount for the month you are joining.

DATE: _____

I am applying for the following Membership (check one):

- REALTOR®** (Salesperson / Broker-Associate) **Designated REALTOR®** (Broker of Record)

Office Use Only:			
Upgrade from MLS-only	<input type="checkbox"/>	Upgrade from R to DR	<input type="checkbox"/>
Reinstate	<input type="checkbox"/>	Transfer	<input type="checkbox"/>
<hr/>			

NAME: _____

EMAIL: _____
LISTED ON MLS UNDER YOUR CONTACT INFO

WEBSITE: _____
LISTED ON MLS UNDER YOUR CONTACT INFO

HOME ADDRESS: _____
Street City State Zip Code

PREFERRED CONTACT PHONE: _____ *LISTED ON MLS UNDER YOUR CONTACT INFO* HOME PHONE: _____ *NOT LISTED ON MLS*

PERSONAL FAX: _____ *NOT LISTED ON MLS* PREFERRED MAILING ADDRESS: OFFICE HOME *(Recommended)*

PREFERRED METHOD FOR RECEIVING OCAR'S MEMBERSHIP RENEWAL INVOICE: EMAIL *(Recommended)* U.S. MAIL

DRIVER'S LICENSE #: _____ EXP. DATE: / / DATE OF BIRTH: / /

LAST 4 DIGITS OF SSN #: SUPRA KEY SERIAL #: _____ PIN CODE: ActiveKEY -or- eKEY
(used only to protect your information)

LANGUAGES SPOKEN BESIDES ENGLISH : _____

If you'd like to be listed as speaking this language on OCAR's Member Directory at www.OCAR.org, please check this box:

OFFICE INFORMATION

OFFICE NAME: _____

OFFICE ADDRESS: _____
Street City State Zip Code

OFFICE PHONE: _____ OFFICE FAX: _____

DRE LICENSE / ASSOCIATION INFORMATION

LICENSE #: _____ EXP. DATE: / / SALESPERSON BROKER OFFICER CORP.

PLEASE LIST ALL **CURRENT** AND **PAST** REALTOR® ASSOCIATIONS (**INCLUDING OCAR**) OF WHICH YOU'VE BEEN A MEMBER: _____

IF YOU ARE TRANSFERRING FROM ANOTHER ASSOCIATION:

Do you have any pending Grievance Complaints or Arbitration hearings? YES NO

Do you have any unpaid balances at your previous Association? YES NO

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 or 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 through use 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 also have agreed. Violation of any MLS rule may result in discipline, fine, and ultimate termination of 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.

_____ Initial Here

MLS PARTICIPATION AGREEMENT *(for Designated REALTOR® applicants only)*

- 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 suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

_____ Initial Here

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) MLS Participants of this Association; (iii) with any member of the California or National Association of REALTORS®; and (iv) any client provided the client agrees to binding arbitration at the Association.

_____ Initial Here

FAX / EMAIL AUTHORIZATION

My signature below authorizes the Association, including its local, state and national subsidiaries or representatives, to fax and/or email 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 email address I have provided on this application. **Please note that OCAR does NOT sell or distribute your email for commercial purposes.**

_____ Initial Here

REQUIRED SIGNATURES

My signature below certifies 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.

APPLICANT
SIGNATURE: _____

PRINT NAME
& DATE: _____

BROKER
SIGNATURE: _____

PRINT NAME
& DATE: _____

BROKER/OFFICE MANAGER SIGNATURE REQUIRED

A non-refundable processing fee of \$100 will be assessed all applicants. Membership dues (Local, State, National) also are non-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 may be deducted as ordinary and necessary business expenses (please consult with a qualified professional for tax preparation advice).

Your subscription to the Orange County REALTOR® Magazine (the Association's monthly publication) is paid for with your dues at a rate of \$1.16 for 12 issues and is non-deductible therefrom.