

Applicants are encouraged to apply in person. Please refer to [www.ocar.org](http://www.ocar.org) for instructions on joining. We require a legible copy of your government-issued ID. A broker or corporation is authorized to conduct business only at the address listed on their DRE license. In order to use a DBA, it must be listed on your DRE license.

## APPLICANT INFORMATION

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

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

New REALTOR®  Transferring from another Association  Reinstating Membership  Upgrade from MLS only

Please select a 4 digit pin code:  (For access to MyAccount at [www.OCAR.org](http://www.OCAR.org))

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

Home Address: \_\_\_\_\_  
Street City State Zip Code

Preferred Contact Phone: \_\_\_\_\_ This is a:  Cell Phone  Landline  
*Listed on the MLS under your contact info.*

Home Phone: \_\_\_\_\_ This is a:  Cell Phone  Landline  
*This number will not be listed.*

Email: \_\_\_\_\_ Website: \_\_\_\_\_  
*Listed on the MLS under your contact info.* *Listed on the MLS under your contact info.*

Preferred Mailing Address:  Home (Recommended)  Office

Languages Spoken Fluently (besides English): \_\_\_\_\_

Veteran?  Yes  No Please List Branch and Service Dates: \_\_\_\_\_

Are You (or Your Spouse) Active Duty U.S. Military?  Yes  No \_\_\_\_\_  
(Name of Active Duty Service Member)

## LICENSE/ASSOCIATION INFORMATION

DRE License #: \_\_\_\_\_ Exp. Date:  /  /   
*License must show current office address on DRE.*

License Type:  Broker  Officer

Date of Birth:  /  /  Last 4 digits of SSN #:  (i.e. used to verify your information in case you forget your password)

Government-Issued ID: \_\_\_\_\_ Exp. Date:  /  /   
*(Driver's License, ID Card, Passport)*

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### OC REALTORS® USE ONLY

USERNAME: \_\_\_\_\_ PASSWORD: \_\_\_\_\_

NRDS ID: \_\_\_\_\_ ORIENTATION:  YES  NO DATE: \_\_\_\_\_

MEMBER #: \_\_\_\_\_ Upgrade from MLS-only?  YES  NO

Please list ALL current and past REALTOR® Associations (including OC REALTORS®) of which you've been affiliated: \_\_\_\_\_

## BROKERAGE INFORMATION

Office Name: \_\_\_\_\_ DRE Corporate License#: \_\_\_\_\_

Office Address: \_\_\_\_\_  
Street City State Zip Code

Main Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_

Office Email: \_\_\_\_\_ Website: \_\_\_\_\_  
Is there a main office mailbox (i.e. info@abcrealty.com)?

## REQUIRED ACKNOWLEDGMENTS

*A non-refundable processing fee of \$75 will be assessed all applicants. OC REALTORS®, C.A.R., and NAR membership dues are non-refundable and 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 \$3.13 for 6 issues and is non-deductible therefrom.*

### Terms and Conditions of Service

- I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
- I agree not to download MLS data except as provided in the MLS rules.
- 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.
- 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.
- 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.
- 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.
- 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.

Broker's Initials: \_\_\_\_\_

### MLS Participation Agreement/Rules Acknowledgment

- 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.
- As a CRMLS Participant / Subscriber, I agree to abide by the MLS Rules and Regulations, as violating them may lead to fines. The purpose of the Data Integrity Standards Citation Policy is to ensure the integrity of the MLS, including the timeliness and accuracy of its information. Additionally, the Citation Policy discusses fines for violating applicable lockbox and key rules.
- I acknowledge it's my responsibility to review the MLS Rules and Regulations and the Data Integrity Standards at [www.OCAR.org](http://www.OCAR.org).

Broker's Initials: \_\_\_\_\_

### 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.

Broker's Initials: \_\_\_\_\_

### Mandatory Broker Compliance—Variable Dues Formula

The California Association of REALTORS® (C.A.R.), in accordance with the National Association of REALTORS® Bylaws, mandates that all associations comply with the "Variable Dues Formula" for Designated REALTOR® brokers. Using California Department of Real Estate (DRE) records, C.A.R. compares licensees under each broker against the licensees who are dues-paying REALTOR® members. There are options for compliance: (1) the licensee joins OC REALTORS®, C.A.R., and NAR and pays REALTOR® dues (and receives all REALTOR® benefits); (2) the broker is billed \$454 for that individual as a nonmember licensee (no REALTOR® benefits are realized with this option); (3) the broker terminates the nonmember licensee by removing the licensee from his/her DRE record; or (4) licensees working for a separate entity owned by the broker, which is exclusively engaged in referring clients to the broker, can be excluded from the dues calculation. Brokers must submit OC REALTORS® LFRO form, which identifies these referral agents; (5) affiliated MLO licensees in your firm may be excluded from your dues calculation provided they meet certain criteria. Brokers must submit OC REALTORS® MLO Certification Form which identifies these individuals. Failure to comply with the Variable Dues Formula may result in suspension of your REALTOR® membership, which will affect your membership benefits and those of the REALTORS® under your license. Please visit our website at [www.OCAR.org](http://www.OCAR.org) to review the information about "Broker Compliance" and to obtain the LFRO and/or MLO Certification forms (if needed).

Broker's Initials: \_\_\_\_\_

### NAR Code of Ethics and New REALTOR® Orientation

Applicants for REALTOR® membership and provisional REALTOR® members (where applicable) shall complete an orientation program on the Code of Ethics, meeting the minimum criteria established by NAR for new member ethics training. This requirement does not apply to applicants for REALTOR® membership or provisional members who have completed comparable orientation in another Association, provided that REALTOR® membership has been continuous, or that any break in membership is for one year or less. Failure to satisfy this requirement within 90 days of the date of application (or, alternatively, by the date that provisional membership was granted) will result in denial of the membership application or termination of provisional membership (OC REALTORS® Bylaws). **You will be scheduled to attend our next available Orientation session. Contact [orientation@ocar.org](mailto:orientation@ocar.org) for questions.**

Broker's Initials: \_\_\_\_\_

### Contact Acknowledgement

By joining the Orange County REALTORS® (the "Association"), you agree and authorize OC REALTORS® and its affiliated REALTOR® organizations, representatives, and/or affinity partners to contact you to advertise the availability of, or quality of, any property, goods or services offered, endorsed or promoted by the Association, via the contact information you have provided on this application. OC REALTORS® uses email as the best means of communicating with our members for issues regarding membership (including renewals and delinquent payments), Supra key service, and the MLS. Your privacy is very important to us. OC REALTORS® does NOT sell, lease, share or disclose your contact information for any purpose other than set forth in this Acknowledgment.

Broker's Initials: \_\_\_\_\_

### REQUIRED SIGNATURE

My signature below certifies that I have read and agree to the terms and conditions and that all information provided on my application is true and correct.

Broker Signature: \_\_\_\_\_

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