

Name of Principal REALTOR® (Broker) _____

Principal REALTOR® DRE License # _____ Expiration Date _____

Name of MLS Broker or Appraiser Participant _____

MLS Broker or Appraiser Participant DRE or OREA License # _____

15. **Principal REALTOR®/MLS Broker and Appraiser Participant Applicants Only.**

Principal REALTOR® and MLS Broker and Appraisal Participant applications must provide the Association a list of licensees employed by or affiliated with them and must also regularly update the 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 #.

General Terms and Conditions of Membership

1. **Bylaws, Policies and Rules and Regulations.** I agree to abide by the Bylaws, Policies and Rules and Regulations of the Fresno Association of REALTORS® (F.A.R.), the Bylaws, Policies and Rules of the California Association of REALTORS® (C.A.R.), the Bylaws, Policies and Rules of the National Association of REALTORS® (N.A.R.), all as may from time to time be amended.
2. **Use of the term REALTOR®.** I understand that the professional designation REALTOR® is a federally registered trademark of the National Association of REALTORS® (N.A.R.) and use of the designation is subject to N.A.R. Rules and Regulations. I agree, that I cannot use the professional designation until this application is approved, all my membership requirements are completed, and I am notified of membership approval of this designation. I further agree that should I cease to be a REALTOR®, I will cease use of the term REALTOR® and Logo in all business cards, certificates, signs, seals or any other medium.
3. **Orientation.** I understand in order to achieve full REALTOR® status I must attend Orientation provided to me by the Fresno Association of REALTORS® as mandated by the California Association of REALTORS®. **\$100.00 Orientation Deposit***. ***Refunded to you if Orientation is completed within 90 days from joining date.**
4. **No Refund.** I understand that my F.A.R. Dues and Fresno Multiple Listing Service 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 Fresno Association of REALTORS® or its representatives to verify any information provide by me in this application by any method including the California Department of Real Estate, my current or past responsible Broker or Principal REALTOR®, or any Board/Association or MLS where I held, or continue to hold, any type of membership to release all my membership or disciplinary records to the Fresno Association of REALTORS®, including information regarding all final findings of Code of Ethics violations or other membership duties within the past three years; pending ethics complaints (or hearings); unsatisfied discipline pending; pending arbitration; requests (or hearings); and 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 Fresno Association of REALTORS®, 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 Fresno Association of REALTORS®, California Association of REALTORS® and National Association of REALTORS® and their subsidiaries or representatives to fax or e-mail me, at the fax number and e-mails addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the 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 Fresno MLS Rules and Regulations, 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 and Regulations.
 - B. I agree not to reproduce any portion of the active listings except as provided in the MLS Rules and Regulations.
 - C. I agree not to download MLS data except as provided in the MLS Rules and Regulations.

- D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS Rules and Regulations 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 and Regulations. 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 and Regulations.
- 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 disciplinary 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 the Fresno Association of REALTORS® 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 liable for these costs. I understand in the event of a lost or stolen ActiveKEY, my current deposit is forfeited. Replacement Key deposit is as follows: 2nd Key = 120.00, 3rd Key =180.00, 4th Key = 240.00 etc.
- H. I understand and agree that the above statements are in addition to the MLS Rules and Regulations, to which I have also agreed. Violation of any Fresno MLS Rules and Regulations may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to the Fresno Association of REALTORS® which owns the MLS and the Association may pursue its own legal remedies against me to recover such damages.

8. **REALTOR® and MLS Applicants Only; Arbitration Agreement.**

A condition of membership is the Fresno Association of REALTORS® as a REALTOR® and participant 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, principle or branch manager to binding arbitration of dispute with other REALTOR® members of this Association; with any member of the California or National Association of REALTORS®; and any client provided the client agrees to binding arbitration at the Association. As a MLS Broker or Appraiser Participant or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principle or branch office manager to binding arbitration of disputes with other MLS participants and subscribers; or any other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with this Association through a Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association Rules and Procedures of Arbitration.

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

Signature of Applicant _____ Date _____

Signature of Principal REALTOR® _____ Date _____

Signature of MLS Broker Participant _____ Date _____

ATTENTION: REALTOR® Fees are prorated and change on the 1st of each month.
 MLS Fees & Key Access Fees are prorated and change on the 25th of each month

<input type="checkbox"/>	Fresno REALTOR® Dues and Fees		
	Orientation Deposit (refunded if taken within 90 days of join date)	\$100.00	
	Entry Fee (one time if renewed annually)	\$180.00	
	F.A.R. Dues	\$100.83	From Feb 2012 Thru Dec 2012
	C.A.R. Dues	\$168.67	From Feb 2012 Thru Dec 2012
	N.A.R. Dues	\$145.00	From Feb 2012 Thru Dec 2012
	REALTOR® Dues Total	\$694.50	Annual Dues Prorated for Joining Month
	Political Survival Contribution*	\$49.00	OR \$197.00
	Total with Optional Contribution*	\$743.50	OR \$891.50

***All fees are non-refundable and payable by cash, check, credit card, or cashiers check**

<input type="checkbox"/>	Fresno Multiple Listing Service (FMLS) Fees	REALTOR Member	MLS Only Member
	Broker or Appraisal Entry Fee (one time)	\$160.00	\$160.00 (Brokers Only)
	Entry Fee (waived if FAR entry fee is paid)	\$0.00	\$100.00 (Agents Only)
	MLS Only Member Orientation Deposit (refunded if taken within 90 days of join date)	\$0.00	\$100.00
	Service Fees (\$90.00 Semi-Annually)	\$45.00	\$45.00
	Data Fee (\$120.00 Semi-Annually)	\$60.00	\$60.00
	FMLS Fees Total (Agent)	\$105.00	\$305.00
	FMLS Fees Total (Broker)	\$265.00	\$365.00

<input type="checkbox"/>	ActiveKEY	
	Deposit (One Time)	\$60.00
	Initialization Fee	\$85.00
	Access Fee** (\$155.48 Annually)	\$168.44
		From Feb 2012 Thru Feb 2013
	ActiveKey Total	\$313.44
		Annual Dues Prorated for Joining Month

<input type="checkbox"/>	eKEY		Service Level
	Activation (One Time)	\$70.00	
	iPhone Adapter**	\$64.79	Professional \$29.09+tax/month
	Blackberry/ Android FOB**	\$53.99	Basic \$16.64+tax/month

Total Amount Paid \$ _____

*Contributions or gifts to the Fresno, California, and 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® 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 in C.A.R. or M.L.S.

** Amount includes 7.975% sales tax.

**Fresno Multiple Listing Service (FMLS)
ActiveKEY System Access Agreement**

IT IS HEREBY AGREED AMONG The Fresno Multiple Listing Service (FMLS) _____ (Broker of)

_____ Company Name and Broker's Associate

_____ (Associate) Witnesses:

1. ActiveKEY Deposit-FMLS hereby acknowledges receipt of the sum of \$ _____ from BROKER/ASSOCIATE, which represents a deposit to be held by FMLS. In the event of violation of any provision of this agreement, the deposit shall be forfeited by the BROKER/ASSOCIATE. The deposit shall be refunded upon return of the ActiveKEY by BROKER/ASSOCIATE prior to breach of this agreement. Interest earned by FMLS on the deposit shall be retained by FMLS as partial consideration for its services and BROKER and ASSOCIATE hereby waive any claim to any interest on the deposit.
2. ActiveKEY RECEIPT-BROKER/ASSOCIATE hereby acknowledges receipt of ActiveKEY# _____ and its secret code from FMLS.
3. RETURN OF ActiveKEY -BROKER/ASSOCIATE agrees to return the ActiveKEY within 48 hours of receipt of a request to do so by FMLS or within 5 days of any of the following events:
 - a. Termination of either BROKER or ASSOCIATE as an active member in good standing with the Fresno Multiple Listing Service.
 - b. Termination of ASSOCIATE'S association with BROKER for any reason. In the event of death of ASSOCIATE, ASSOCIATE'S heirs or personal representatives shall surrender the ActiveKEY to FMLS and shall be entitled to a refund without interest of the deposit due ASSOCIATE. Failure to return the ActiveKEY as provided herein shall result in forfeiture of the deposit to FMLS.
 - c. This agreement shall automatically be renewed on a yearly basis unless terminated by either party.
4. SYSTEM ACCESS FEE-BROKER/ASSOCIATE hereby agrees to pay to the Fresno Multiple Listing Service an annual System Access fee. The fee for the first year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent year's fee is due and payable March 1st for each year this agreement remains in effect. At time of Termination, any unused portion of the System Access Fee for use of the Service previously paid shall be forfeited by BROKER/ASSOCIATE and BROKER/ASSOCIATE shall not be entitled to a refund.
5. TITLE AND SECURITY OF ActiveKEY - The Fresno Multiple Listing Service hereby allows BROKER/ASSOCIATE to access the System by use of a Supra ActiveKEY and its secret code. BROKER/ASSOCIATE hereby acknowledges and agrees that the System, including all its components, and the ActiveKEY, are and shall at all times remain the property of Supra. The software and all applicable rights in patents, copyrights, trade secrets, and trademarks associated with the ActiveKEY are and shall at all times remain the property of Supra. However, when used in conjunction with properties listed in the Fresno Multiple Listing Service, the BROKER'S/ASSOCIATE agrees to the following:
 - a. To keep the ActiveKEY in BROKERS/ASSOCIATE'S possession or in a safe place at all times.
 - b. To not allow his/her personal ID number (PIN) to be attached to the ActiveKEY.
 - c. To not loan the ActiveKEY to any person whatsoever, or to permit the ActiveKEY to be used for any other purpose by any other person.
 - d. To not assign, transfer, or pledge this ActiveKEY
 - e. **To immediately notify** the Fresno Multiple Listing Service (FMLS) in writing of **the loss or theft of an ActiveKEY** and the circumstances surrounding such as loss or theft. Loss or theft of the ActiveKEY will result in forfeiture of the deposit.
 - f. To follow all additional security procedures as specified by Fresno Multiple Listing Service (FMLS).
 - g. BROKER/ASSOCIATE acknowledges that the ActiveKEY remains updated as long as it has 10 minutes of continuous cellular phone access a day. Any update code required, will only be given to the Keyholder as long as that Keyholder is in good standing with the FMLS.
6. BROKER/ASSOCIATE understands that the ActiveKEY and related equipment are being leased from Fresno Multiple Listing Service (FMLS) under the terms of this agreement. Failure to return all, or damaged equipment (Re. marking, etching, defacing), will result in a forfeited deposit and additional charges to replace the product to its original state. Replacement fees are as follows:
ActiveKEY - \$249.00
7. IDEMNIFICATION – BROKER/ASSOCIATE covenants and agrees to indemnify and hold the Fresno Multiple Listing Service (FMLS) harmless from any and all liability, obligations, or demands against Fresno Multiple Listing Service (FMLS) as a result of BROKER'S/ASSOCIATE'S loss or use of the ActiveKEY including, but not limited to, any and all liabilities, including attorney's fees, incurred by Fresno Multiple Listing Service (FMLS) as a result of damage or injury to premises arising out of the use by BROKER/ASSOCIATE or by any other person of the ActiveKEY.
8. REIMBURSEMENT – BROKER/ASSOCIATE agrees to reimburse Fresno Multiple Listing Service (FMLS) for any and all expenses incurred by Fresno Multiple Listing Service's (FMLS's) attempting to recover the ActiveKEY from BROKER/ASSOCIATE as a result of BROKER'S/ASSOCIATE'S failure to surrender the ActiveKEY in accordance with this agreement. In the event the Fresno Multiple Listing Service (FMLS) commences legal proceedings against BROKER/ASSOCIATE to recover the ActiveKEY or to enforce or interpret any of the provisions of this agreement, BROKER/ASSOCIATE agrees to pay all costs incurred by Fresno Multiple Listing Service (FMLS) together with reasonable attorney's fees as determined by the court at trial and on appeal, if any.
9. BROKER'S RESPONSIBILITY-BROKER confirms that BROKER is both a licensed real estate broker and an active member of the organization named herein. Further, BROKER confirms that ASSOCIATE is in fact associated with BROKER in an active effort to sell real estate through the same business office that ASSOCIATE does have a real estate license, and that BROKER is jointly and severally liable with ASSOCIATE.
10. FORFEITURE and DEPOSIT/DEFAULT – Failure to abide by all provisions of this lease shall result in forfeiture. Forfeiture of the ActiveKEY deposit shall be in addition to and not in lieu of any other remedy available to the Fresno Multiple Listing Service (FMLS).
11. By signing this agreement, all parties agree to abide by the MLS Rules and Regulations, as from time to time amended, included but not limited to the above mentioned rules.

ASSOCIATE'S SIGNATURE

BROKER of Record's Signature

Contact Phone

BROKER'S COMPANY

FMLS Staff

BROKER'S License Number

Date

The FRESNO ASSOCIATION OF REALTORS®
Member Information Privacy Policy

The FRESNO ASSOCIATION OF REALTORS® ("F.A.R.") has created this Member Information Privacy Policy to demonstrate its firm commitment to the privacy of member information and so that you, as a member of F.A.R., will be aware of the uses made of your member information by F.A.R.

1. **CONFIDENTIAL.** In general, all member information provided to F.A.R. by its members is treated as confidential and F.A.R. uses its best efforts to keep such information confidential and prevent unauthorized use. We will not share, sell or otherwise provide your information to any third party except to the National Association of REALTORS®, California Association of REALTORS®, Rapattoni Corporation, or as described in this document. We maintain security procedures and standards which we believe are as safe as today's technology permits. We test these procedures and modify them regularly as new technologies become feasible.
2. **F.A.R. MEMBER COMMUNICATIONS.** F.A.R. will use your preferred contact information to send you regular and special membership communications and publications. For example, members of F.A.R. receive a weekly membership newsletter and we will need to access and use your preferred mailing address and/or e-mail address to send you this publication. Please note that the weekly newsletter is a member benefit and that all members will automatically be included in this mail/e-mail list.

"Preferred contact information" as used in this section and the remainder of this privacy policy is the information pertaining to your name, email address, mailing address, telephone and facsimile numbers which you indicated to F.A.R. as the preferred contact information to receive communications. For example, you may have indicated your business address as your preferred mailing address and your home telephone number as your preferred telephone number.
3. **MEMBER REQUESTS.** From time to time, you may contact F.A.R. and make requests. In order to respond to your request, we may need to access and use your member information. For example, we may need to access your preferred mailing address to send you the information you requested.
4. **MEMBER DIRECTORY.** As one of the many benefits of membership with F.A.R., we make available on our web sites, including www.fresnorealors.com and www.fresnomls.com, a searchable database of our members called "Find A Member" or "Find A REALTOR®." The purpose of this directory is to assist the public and our membership in locating and contacting our members. The Directory contains searchable characteristics about our members, such as the member's name and/or company. The member information made available through these functions is intended to contain only the business information of our members. Under no circumstances will we intentionally display or make available your personal home addresses or telephone number in the REALTOR® Directory unless you indicated these to F.A.R. as your preferred contact information.
5. **MEMBER ROSTER.** A member benefit provided by F.A.R. is a printed member roster. This roster is a compilation of all the members of the Fresno Association of REALTORS®, and is only provided to members in good standing. This roster shall be treated as confidential, and shall not be reproduced or redistributed.
6. **NAMES OF DIRECTORS AND COMMITTEE MEMBERS; USE OF PREFERRED CONTACT INFORMATION.** For use by F.A.R. members and for purposes of conducting F.A.R. Board of Directors meetings, we make available on our web site (www.fresnorealors.com) and in other print and electronic formats the names of those F.A.R. members serving as directors or committee members of F.A.R. In addition, in order to provide meeting related information and to send official Board of Directors notices, we access and use the preferred contact information of F.A.R. directors and committee members, including email and mailing addresses.
7. **REQUEST FROM THE PUBLIC.** If the public contacts F.A.R. and requests information regarding one of its members, we may check our member database and verify to the public whether the person(s) is in fact a member of F.A.R. We may also provide the public with the name and telephone number of the firm with which that member is affiliated. However, in no event will we provide personal information to the public, such as your home address and telephone number, unless you indicated these to F.A.R. as your preferred contact information or unless required by a subpoena, search warrant or other legal process or in the case of imminent physical harm to the public or other members.
8. **E-MAIL POLICY.** F.A.R. does not provide access to its members or the public, to the e-mail database. However, as described in item 4 above, F.A.R. may include member e-mail information in the "Find A Member" or "Find A REALTOR®" functions.
9. **"LISTSERVS."** From time to time, F.A.R. may create and maintain a "listserv" for a particular topic or subject of interest to its members. A listserv is a program that sends emails to the addresses on the listserv's list. If you provided your email address to F.A.R., your email address may be used on a listserv. In other situations, the listserv may only be available if you affirmatively sign up to participate. In any event, if you decide you do not want to participate in a particular listserv, the first email you receive from the listserv should provide you instructions on how to opt out of the service.

10. **ORDERS; CREDIT CARD INFORMATION.** F.A.R. sells various real estate related products and services to its members. In order to process and complete orders, we may need to access your member information, such as your name, company name, address, state and zip code. This information will only be used to process your order (i.e. ship and mail your order) and to send you information regarding updates to the products or services you purchased. If you pay for your order by credit card, we will need to ask you for your credit card number and expiration date, which will be used solely to complete your order and otherwise kept confidential.
11. **CHOICE/OPT OUT.** F.A.R. recognizes the importance of your privacy. If you do not want your member information displayed or used in one or more of the manners described above, please read the following instructions:
- To opt out of having your preferred contact information included in the Member Director, please FAX us at (559) 490-6464 or write us at: 6720 N. West Avenue, Fresno, CA 93711. Please be sure to specify in your FAX or writing that you want to have your preferred contact information removed from the F.A.R. Member Directory. To insure your request is processed timely and accurately, please provide the following information with your request: first name, last name, office name, F.A.R. member number, and your signature. F.A.R. will process your request as quickly as possible; however, your name may continue to be reproduced in the Member Directory until the request is ultimately processed. F.A.R. apologizes in advance for any inconveniences this may cause.*
- To opt out of the weekly email newsletter, simply click the "unsubscribe" link on the email message.*
- Please note, if you are a director or committee member of C.A.R., you cannot opt out of having your name reproduced and your preferred contact information used in the manner described in Sections 4 and 5 above.*
12. **CORRECTIONS/UPDATES.** If there is member information about you which needs to be corrected or updated, please FAX us at (559) 490-6464 or write us at: 6720 N. West Avenue, Fresno, CA 93711.
13. **CONTACTING F.A.R.** If you have any questions about this Privacy Policy, please feel free to call us at (559) 490-6400 or write us at: 6720 N. West Avenue, Fresno, CA 93711.
14. **CHANGES IN THIS POLICY.** From time to time, F.A.R. may need to change this privacy policy to better meet the needs of its members. As such, we reserve the right to change this privacy policy at any time. Such changes may be made without prior notice so we encourage you to periodically check this privacy policy statement for changes that we may make. Changes to this policy will be effective when posted on F.A.R.'s web site unless determined otherwise by the F.A.R. Board of Directors.

Member Roster Privacy Policy Compliance Form

I, _____ (print name) do hereby acknowledge that I have read, understand, and agree to comply with the Member Information Privacy Policy of the Fresno Association of REALTORS®. I also agree that I will not reproduce or redistribute, or allow any action that would reproduce or redistribute, this Member Roster.

I also understand that, from time to time, the Fresno Association of REALTORS® may need to change this privacy policy to better meet the needs of its members. As such, we reserve the right to change this privacy policy at any time. Such changes may be made without prior notice so we encourage you to periodically check this privacy policy statement for changes that we may make. Changes to this policy will be effective when posted on F.A.R.'s web site unless determined otherwise by the F.A.R. Board of Directors. I understand that it is my responsibility to maintain compliance with any future modifications to this policy.

Signature _____ Date _____

**Fresno Association of REALTORS®/
Fresno Multiple Listing Service
Credit Card Authorization Form**

Please complete the following information in order to use your credit card.

Type of Card (circle): VISA MASTERCARD AM EX DISCOVER

Account Number _____ Exp ____ / ____

CVC Code (3 digits on back of card, on right side): _____

Name on Card _____ Phone _____

Address _____ City _____ State ____ Zip _____

Signature _____ Date _____

I authorize the following amount to be charged to the credit card information above:

\$ _____