



BROKER

The Monterey County Association of REALTORS®

New Member Packet

It is our desire to make your introduction to our Association as pleasant, convenient and efficient as possible and to maintain social distancing.

1. Application completed.

2. Complete MLS application online at pro.mlslistings.com

MLSListings, Inc. - 2 emails will be sent; (1 docuSign for your signature and (2 your WELCOME email with your login and payment instructions, be sure to check your junk mail folder.

3. Key Agreement, choose from the two types of keys

1. SUPRA eKey (**smart phone**) – Authorization code will be emailed to you to activate your eKey, this code will expire in 4 years.
2. SUPRA XpressKey

4. Payment is due at time of submission via credit card

MCAR – Visa, American Express & MasterCard
Supra – Visa, MasterCard, Discover & American Express

5. A copy of your real estate & driver's license is REQUIRED

6. Required Class

Your membership will be **CONDITIONAL** upon completion of the virtual new member class.

* New Member Orientation (half day)

Email all required documents to tina@mcarr.com



Application for Membership

I hereby apply for REALTOR® membership in the Monterey County Association of REALTORS®, California Association of REALTORS®, and National Association of REALTORS®. Persons other than principals, partners or corporate officers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership.

Date: _____

Photo ID Verified

Male

Female

I hereby apply as a (check applicable box):

REALTOR®

Broker (Designated REALTOR®)

Broker of Record

PERSONAL INFORMATION

(PLEASE PRINT CLEARLY)

Name (As shown on DRE License): _____

DRE License #: _____
(license must be with "this" broker on DRE)

Exp. Date: _____

Salesperson

Broker

Home Address: _____

City *State* *Zip*

Home Phone: () _____

Home Fax: () _____

Cell Phone: () _____

Date of Birth: _____

Social Security #: _____ - _____ - _____

E-Mail: _____

Web-Site: _____

OFFICE INFORMATION

Office Name: _____ Broker Code _____

Office Address: _____

City *State* *Zip*

Office Phone: () _____

Office Fax: () _____

Direct Line: () _____

Extension: _____

Web-Site: _____

List all Boards/Associations of REALTORS® to which you **NOW** belong to as a member: _____

List all Boards/Association of REALTORS® to which you have **PREVIOUSLY** belonged as a member: _____

FOR BROKER (DESIGNATED REALTOR®) APPLICANT ONLY:

1. Are you a principal, partner, corporate officer or branch office manager? YES NO Which? _____

2. Company Information: Sole Proprietor Partnership Corporation LLC (Limited Liability Company)

If this is a Corporation please state name: _____

3. Please list ALL licensees (type of license/numbers under your license). **Attach sheet if necessary.**

| Name | Broker or Salesperson | DRE# or Appraiser # |
|-------|-----------------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Name of Broker of Record or Designated Officer: _____

DRE #: _____

MEMBERSHIP POLICIES & AGREEMENTS

MISSION STATEMENT: The Monterey County Association of REALTORS® promotes professionalism, property rights and home ownership.

The Monterey County Association of REALTORS® upholds the following values High Ethical Standards.

- Professionalism
- Integrity
- Competency
- Industry Cooperation
- Community Focus

REFUND POLICY: I understand that my dues are non-refundable. In the event I fail to maintain eligibility for membership for any reason under the Bylaws, I understand I will not be entitled to a refund of my fees.

AUTHORIZATION TO RELEASE AND USE INFORMATION WAIVER: I authorize the Monterey County Association of REALTORS® or its representatives to verify any information provided in this application including contacting any Board/Association, the DRE, current or past broker or business associates. I further authorize any Board/Association in which I have been a member to release all membership and disciplinary records to the Monterey County Association of REALTORS® to use this information in determining future disciplining sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by the Monterey County Association of REALTORS®, the California Association of REALTORS®, the National Association of REALTORS®, their agents, employees, committees or members.

➤ **Please Initial:** _____

ARBITRATION AGREEMENT: A condition of membership in the Monterey County Association of REALTORS® as a REALTOR® or REALTOR-Associate® 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 are a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other REALTOR® or REALTOR-ASSOCIATE® members of Monterey County Association of REALTORS®; (ii) with any member of the California or National Association of REALTORS®. Any arbitration under this agreement shall be conducted using the Monterey County Association of REALTORS® facilities and in accordance with Monterey County Association of REALTORS® rules and procedures for arbitration.

➤ **Please Initial:** _____

USE OF REALTOR® TRADEMARK: 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 regulations. 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®, I will discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.

➤ **Please Initial:** _____

ACKNOWLEDGEMENT OF BYLAWS, POLICY & PROCEDURES, CODE OF ETHICS: By becoming and remaining a member, I agree to abide by the Policy, Bylaws, Code of Ethics, and any other rule as from time to time amended by the National Association of REALTORS®, California Association of REALTORS®, and the Monterey County Association of REALTORS®. **I understand that I can download the current Bylaws, Policy & Procedures and Code of Ethics from the MCAR official website – [www.mcar.com/MCAR MEMBER RESOURCE CENTER](http://www.mcar.com/MCAR_MEMBER_RESOURCE_CENTER).**

➤ **Please Initial:** _____

NEW MEMBER OBLIGATION POLICY AGREEMENT: (Effective January 1, 2001)

I clearly understand, that the National Association of REALTORS® and the Monterey County Association of REALTORS® have implemented mandatory New Member Orientation, effective January 2001.

ATTENDANCE OF AN EIGHT HOUR CONTRACT WRITING AND COMPREHENSION CLASS: This requirement was implemented at the direction of the MCAR Board of Directors. Agents must complete the class **within six (6) months** of joining the association.

This clearly states that I must complete the New Member Obligations at the Monterey County Association of REALTORS®

I am fully aware that as a new member, my membership is provisional. If I fail to satisfy the new member obligation requirements within the next available scheduled orientation date, then I will lose my provisional membership as well as **the forfeiture of all fees** that I have paid.

In the event that I am unable to attend any of the new member obligation classes or complete the online NAR ethics course, due to an illness or an emergency, I am entitled to **submit a written request to the CEO** for an extension of time to satisfy the orientation. The CEO must approve all requests for extension of time, and if an extension is granted my provisional membership will continue for the duration of the extension.

I acknowledge that I clearly and fully understand the New Member Obligation Policy

➤ **Please Initial:** _____

SIGNATURE OF APPLICANT AND DESIGNATED REALTOR®: REALTOR® membership is open only to individuals. Therefore, all REALTORS® must, as a condition of membership, agree to be **PERSONALLY LIABLE** for timely payment of all M.C.A.R. charges. In addition, all Designated REALTORS® and Franchise Corporate Officer applicants, must, as a condition of membership, **PERSONALLY GUARANTEE** the timely payment of all M.C.A.R. charges to their firm. Association member dues and fees are non-refundable. **Payments may be deductible as ordinary and necessary business expenses. Please consult your tax professional.**

I certify the information given in this application is true and correct.

Applicant's Signature

X _____
BROKER Signature (Designated REALTOR®)

Date

Date

*Contributions or gifts to the Monterey County Association of REALTORS®, the California Association of REALTORS®, the 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 and REALTOR-ASSOCIATES 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 status in C.A.R.



SUPRA KEY LEASE AGREEMENT

The MLSListings, Inc. participant or subscriber who signs this Agreement is authorized to be the exclusive holder (Holder) of the Supra Key # _____. This authorization will continue as long as Holder complies with all the terms and conditions of this Agreement. In the event of any default by Holder, in addition to any other penalties assessed hereunder, the Key will be electronically deactivated without further notice. The MLSListings, Inc. participant who signs this Agreement on behalf of Holder unconditionally guarantees the full and prompt performance of this entire Agreement.

PURPOSE: Holder shall use the Key only for the purpose of gaining authorized entry into real property at which the Supra Key system has been installed.

SECURITY OF CARD: Holder acknowledges that it is necessary to maintain security of the Key to prevent its use by unauthorized persons. Consequently, Holder agrees:

- A) To keep the Key in Holder's possession or in a safe place at all times and at all times to be accountable to the Association of REALTORS® which hereby authorizes the usage of the Key (Association).
- B) Not to allow Holder's personal identification number (PIN) to be attached to the Key or to be disclosed to any third party.
- C) **Not to loan the Key to any person, for any purpose whatsoever, or to permit the Key to be used by any other person.**
- D) Not to assign, transfer or pledge this Key Agreement.
- E) To follow all additional rules and regulations as specified in this Agreement or as adopted by the Association from time to time with respect to the Key or any other aspect of the system.

UNAUTHORIZED USE: Holder also acknowledges that the Key will only be used with written consent of the property owner and for the limited purpose of showing or appraising the listed property and for no other reason.

PAYMENT OBLIGATIONS: In consideration of this agreement, Holder agrees to remain current on all financial obligations to MLSListings and all financial obligations to the Association in which the participant and/or subscriber is a member, including all dues, fees and such other charges as are established from time to time by MLSListings, Inc. and by said Association.

INDEMNITY: Holder indemnifies and holds harmless MLSListings, Inc. and the Association in which Holder is a member from any and all claims arising out of Holder's possession and use of the Key; and further agrees to reimburse MLSListings, Inc. and/or the Association for all expenses incurred in enforcing the terms of this Agreement, including attorney's fees.

LIQUIDATED DAMAGES: Holder agrees that the damages arising from any unauthorized use of the Key are extremely difficult to ascertain, and Holder therefore agrees that the damages for any such unauthorized use shall be liquidated in the amount of up to two thousand dollars (\$1,500 re-activation fee, hearing and one on one ethics class with live instructor totaling up to \$2,000). Holder shall be entitled to a hearing under the Association's hearing procedures to show cause as to why such liquidated damages should not be imposed.

CRIMINAL PENALTIES: Take notice that any unauthorized use of the Key to enter a residence is a crime punishable by fine and imprisonment under California Penal Code 602.5.

FEES: Holder agrees to pay such fees for the usage of the Key as are established by the said Association.

ACTIVE KEY USERS: This key is a leased Supra product and must be returned when inactive.

eKEY USERS: In the event your eKey status becomes inactive (MLS is inactivated or your license with BRE is NBA), your eKey will be removed from your Supra account prior to your next month's billing. The \$75 issuance fee will be required when/if leasing another key.

I also received a copy of the, three page, **Supra Keyholder Agreement.**

Four digit pin code: _____

Holder Name (Print): _____ DRE #: _____

Holder (Signature): _____ Date: _____

Office Name: _____ Broker Code: _____

Broker/Participant (Signature): **X** _____ Date: _____