



16. Persons other than principals, partners, corporate officers or branch office managers of real estate firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership.

Name of Designated REALTOR® \_\_\_\_\_

17. **DESIGNATED REALTOR® or BROKER APPLICANTS.** Designated REALTOR® and Participant applicants must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/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 License #.

18. **I am a** (check the applicable boxes):       sole proprietor       general partner  
    corporate officer       branch office manager

19. **If you checked any box in question 18, you must answer the following:**  
a. Are you or your firm subject to any pending bankruptcy proceedings?       Yes     No  
b. Have you or your firm been adjudged bankrupt within the last three (3) years?     Yes     No

*If you answered yes to (a) or (b), you may be required to make cash payments for membership dues.*

20. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities for violations within the past three (3) years of:

(i) civil rights laws       **Yes, I certify.**     **No I cannot certify.**  
(ii) real estate license laws       **Yes, I certify.**     **No I cannot certify.**  
(iii) criminal convictions where (1) the crime was punishable by death or imprisonment in excess of one year under the law under which you were convicted and (2) no more than ten (10) years have elapsed since the date of the conviction or your release from the confinement imposed for that conviction, whichever is the later date.  
    **Yes, I certify.**     **No, I cannot certify.**

If you **could not** certify any of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

21. Have you ever been disciplined by any of the above Boards/Associations or MLSs in question 16?  
       **Yes.** If yes, attach copies of the discipline.  
       **No**
22. Have you ever been disciplined by the DRE?  
       **Yes.** Provide all relevant details and dates (or attach copies of discipline).  
       **No.**

### **GENERAL TERMS AND CONDITIONS OF MEMBERSHIP**

1. **Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Board/Association, the bylaws, policies and rules of the California Association of Realtors®, and including the California Code of Ethics and Arbitration Manual and the constitution, bylaws, policies and rules of the National Association of REALTORS®, including the NAR Code of Ethics, all as may from time to time be amended.
2. **Use of the term REALTOR®.** I understand that the professional designations REALTOR® 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 regulation. 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®, I will discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.

3. **Orientation.** I understand that if the Board/Association requires orientation, I must attend such orientation prior to becoming a member of the Board/Association.
  
4. **No refund.** I understand that my Board/Association membership dues and 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. **Initials** \_\_\_\_\_
  
5. **Authorization to release and use information; waiver.** I authorize the Board/Association or its representatives to verify any information provided by me in this application by any method including contacting the California Department of Real Estate., my current or past responsible broker or designated REALTOR®, or any Board/Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, continue to hold, any type of membership to release all my membership or disciplinary records to this Board/Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) years; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending; (iv) pending arbitration requests (or hearings); and (v) 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 Board/Association, 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 Board/Association, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone or send by U.S. mail to me, at the fax numbers, e-mail, telephones and addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association.
  
7. **REALTOR®, applicants only; Arbitration Agreement.** A condition of membership in the Board/Association as a REALTOR® is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) member, 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 Board/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 Board/Association. Any arbitration under this agreement shall be conducted using the Board/Association facilities and in accordance with the Board/Association rules and procedures for arbitration, pursuant to the California Code of Ethics and Arbitration Manual.

**SIGNATURE**

**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.**

|                                   |                   |
|-----------------------------------|-------------------|
| Signature of Applicant/Subscriber | Date of Signature |
|-----------------------------------|-------------------|

|   |                   |
|---|-------------------|
| Signature of Broker of Record / Designated REALTOR® | Date of Signature |
|---|-------------------|

\*Contributions or gifts to the Board/Association, 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. or MLS.