



Santa Cruz County Association of REALTORS®

Designated REALTOR® (Broker) Membership Application

Thank you for your interest in becoming a member of the Santa Cruz County Association of REALTORS®. The Santa Cruz County Association of REALTORS® has proudly served the local real estate community and its members for over 100 years.

Following is a summary of what you need to know to get started with the application process:

- A completed signed application
- Membership applying for:
 - Primary
 - Secondary
- If transferring from another Association, you will need to provide a Letter of Good Standing from the prior Association.
- A copy of your Department of Real Estate license which can be obtained at www.dre.ca.gov.

Please email your completed application to kkirwan@mysccar.org. When the application is received, member services will contact you to confirm receipt.

Payment can be made over the phone with a credit card, we accept Visa, MasterCard, Discover, American Express or you may mail us a check or money order.

Santa Cruz County Association of REALTORS®
2525 Main St., Soquel CA 95073

Please contact Karen Kirwan, Member Services Director at kkirwan@mysccar.org or 831-464-2000 if you have questions.

Thank you and welcome!
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APPLICATION FOR BROKER® MEMBERSHIP

SANTA CRUZ COUNTY ASSOCIATION OF REALTORS®

I hereby apply for REALTOR® membership in the Santa Cruz County Association of REALTORS®, California Association of REALTORS® and the National Association of REALTORS®.

GENERAL INFORMATION

1. Name (as it appears on your license): _____
2. Name (as you wish it to appear on roster): _____
3. List of other DBA's: _____
4. DRE (Department of Real Estate) #: _____ Exp. Date: _____
5. Last 4 digits of your Social Security Number: _____
6. Driver's License Number: _____
7. Date of birth (M/D/Y): _____ Male Female
8. Firm Name: _____
9. Firm Address: _____ City: _____ Zip: _____
10. Firm Telephone Number w/ area code: _____ Firm Fax Number: _____
11. Home Address: _____ City: _____ Zip: _____
12. Cell Phone Number w/ area code*: _____
* Do you want this number listed in our membership directories? Yes No
13. Email Address: _____
14. How do you prefer to receive Association Information? Email Mail
15. Which do you prefer as your primary mailing address? Firm Home
16. Professional Designations: GRI CRS SRES Other (please specify): _____

17. Primary specialty:

- | | |
|--|---|
| <input type="checkbox"/> Residential Brokerage | <input type="checkbox"/> Property Management |
| <input type="checkbox"/> Commercial Brokerage | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Farm and Land Brokerage | <input type="checkbox"/> Mortgage Financing |
| <input type="checkbox"/> Building Development | <input type="checkbox"/> Other(s) Please specify: |

18. List all Boards/Associations of REALTORS® and MLS to which you CURRENTLY BELONG:

19. List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED:

20. Have you ever been disciplined by any REALTOR® Associations?

- Yes, please attach copies of the discipline
- No

21. I am a (check applicable boxes): sole proprietor corporate officer

22. If you checked any box in **question 21**, 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.

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

- (i) Civil rights laws Yes, I certify. No, I cannot certify.
- (ii) Real estate licensing laws Yes, I certify. No, I cannot certify.
- (iii) Other laws prohibiting unprofessional conduct Yes, I certify. No, I cannot certify.

If you cannot 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.

Yes. If yes, attach copies of the discipline

No

23. Have you ever been disciplined by the DRE?

Yes. If yes, provide all relevant details and dates (or attach copies of discipline

No

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

1. **Bylaws, policies and rules.** When applying for Designated REALTOR® (Broker) and REALTOR® membership, upon accept and payment of all dues and assessments, I will automatically become a member of the California Association of REALTORS® and the National Association of REALTORS®, as well as my local Board/Association. 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®, 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 designation REALTOR® is a federally registered trademark of the National Association of REALTORS® (“N.A.R.”) and the use is subject to N.A.R. rules and regulations. I agree that I cannot use this 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 discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.
3. *** Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must complete such orientation prior to becoming a member of the Board/Association or MLS, or by the deadline set by the Board/Association or the MLS if provisional membership is allowed. I understand that unless or until I complete required orientation, my application for membership will not be granted, including that in the event a Board/Association or MLS granted any introductory provisional membership pending timely completion of orientation, that said provisional membership will be dropped upon expiration of the deadline set. Provisional membership is for 90 days, applicant must complete orientation within that time.
*** Applicant’s initials:** _____
4. **License validity.** I understand that if my license is terminated, lapses or is inactivated at any time, my REALTOR® membership and/or MLS participation/subscription is subject to immediate termination.
5. *** No refund.** I understand that my Association membership dues are not refundable. In the event I fail to maintain eligibility for membership for any reason, I understand I will not be entitled to a refund of my dues and fees.
*** Applicant’s initials:** _____
6. **Authorization to release and use information; waiver.** I authorize the 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 Association where I held, or continue to hold, any type of membership to release all of my membership or disciplinary records to this Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three 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 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 as authorized and released hereunder.

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 MLS rules, 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.
 - B. I agree not to reproduce any portion of the listings except as provided in the MLS rules.
 - C. I agree not to download MLS data except as provided in the MLS rules.
 - D. 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 or device receiving MLS information. I agree not to transmit or share the information with any participants, subscribers and clerical users, or any other non-subscribing licensee or third party, 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.
 - 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 any of my equipment, devices 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 user 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 ultimate termination of MLS services.
 - G. I will not lend or make available my lockbox key, code or device to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code or device and lockbox and that I may be held responsible for these costs. Failure to adhere to key and lockbox requirements could undermine the security of homeowners.
 - H. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
8. **REALTOR@ and MLS applicants only; Arbitration Agreement.** A condition of membership in the Board/Association as a REALTOR@ or REALTOR-ASSOCIATE@ and participant in the MLS 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 act as a partner, officer, principal or branch office manager to binding.
9. REALTOR@ Membership dues and assessments and MLS fees are set forth separately by entities.

10. By signing below, I expressly authorize the Board/Association/MLS, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone, text or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) .

SIGNATURES

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 to the best of my knowledge.

Signature of Applicant/Broker of Record

Date of Signature