

	A	B	C	D	E
1	<b>Tri-Counties New MLS Subscriber Fees for 2012</b>				
2					
3	<b>FIRST QUARTER</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>	
4	<b>MLS FEES</b>	<b>\$336.00</b>	<b>\$308.00</b>	<b>\$280.00</b>	
5	<b>MLS PROC FEE</b>	<b>\$36.00</b>	<b>\$36.00</b>	<b>\$36.00</b>	
6	<b>SECURITY FEE</b>	<b>\$54.38</b>	<b>\$54.38</b>	<b>\$54.38</b>	
7	<b>NEW APP FEE</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	
8	<b>TOTAL</b>	<b>\$526.38</b>	<b>\$498.38</b>	<b>\$470.38</b>	
9					
10	<b>REALTOR ACTION FUND</b>	<b>\$49.00</b>	<b>\$49.00</b>	<b>\$49.00</b>	
11	<b>CAR HAF HOUSING FUND</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	
12					
13	<b>SECOND QUARTER</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	
14	<b>MLS FEES</b>	<b>\$252.00</b>	<b>\$224.00</b>	<b>196.00</b>	
15	<b>MLS PROC FEE</b>	<b>\$36.00</b>	<b>\$36.00</b>	<b>\$36.00</b>	
16	<b>SECURITY FEE</b>	<b>\$54.38</b>	<b>\$54.38</b>	<b>\$54.38</b>	
17	<b>NEW APP FEE</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	
18	<b>TOTAL</b>	<b>\$442.38</b>	<b>\$414.38</b>	<b>386.38</b>	
19					
20	<b>REALTOR ACTION FUND</b>	<b>\$49.00</b>	<b>\$49.00</b>	<b>\$49.00</b>	
21	<b>CAR HAF HOUSING FUND</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	
22					
23	<b>THIRD QUARTER</b>	<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	
24	<b>MLS FEES</b>	<b>\$168.00</b>	<b>\$140.00</b>	<b>\$112.00</b>	
25	<b>MLS PROC FEE</b>	<b>\$36.00</b>	<b>\$36.00</b>	<b>\$36.00</b>	
26	<b>SECURITY FEE</b>	<b>\$54.38</b>	<b>\$54.38</b>	<b>\$54.38</b>	
27	<b>NEW APP FEE</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	
28	<b>TOTAL</b>	<b>\$358.38</b>	<b>\$330.38</b>	<b>302.38</b>	
29					
30	<b>REALTOR ACTION FUND</b>	<b>\$49.00</b>	<b>\$49.00</b>	<b>\$49.00</b>	
31	<b>CAR HAF HOUSING FUND</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	
32					
33	<b>FOURTH QUARTER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	
34	<b>MLS FEES</b>	<b>\$84.00</b>	<b>\$56.00</b>	<b>\$28.00</b>	
35	<b>MLS PROC FEE</b>	<b>\$36.00</b>	<b>\$36.00</b>	<b>\$36.00</b>	
36	<b>SECURITY FEE</b>	<b>\$54.38</b>	<b>\$54.38</b>	<b>\$54.38</b>	
37	<b>NEW APP FEE</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$100.00</b>	
38	<b>TOTAL</b>	<b>\$274.38</b>	<b>\$246.38</b>	<b>\$218.38</b>	
39					
40	<b>REALTOR ACTION FUND</b>	<b>\$49.00</b>	<b>\$49.00</b>	<b>\$49.00</b>	
41	<b>CAR HAF HOUSING FUND</b>	<b>\$10.00</b>	<b>\$10.00</b>	<b>\$10.00</b>	
42					
43	<b>ALL PROCESSING FEES ARE NON REFUNDABLE REALTOR® ACTION AND CAR HAF FUNDS ARE</b>				
44	<b>VOLUNTARY AND NOT PRO-RATED.</b>				



# MLS Only Application

— PLEASE PRINT —

**Membership Hours: 9:00 a.m. - 3:00 p.m. Monday - Friday**

## TYPE OF MEMBERSHIP

- MLS Only Broker
  MLS Only Agent
  Appraiser

## GENERAL INFORMATION

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

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_ Firm Fax Number: \_\_\_\_\_

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

Home Telephone Number: \_\_\_\_\_ Home Fax Number: \_\_\_\_\_

Mobile # \_\_\_\_\_ Pager # \_\_\_\_\_

E-Mail: \_\_\_\_\_ Which do you want as the primary mailing address?  Firm  Home

Social Security Number: \_\_\_\_\_

DRE License Number: \_\_\_\_\_ Type:  Broker  Salesperson Expiration: \_\_\_\_\_

## REQUIRED DOCUMENTATION

APPLICATION CANNOT BE PROCESSED WITHOUT THIS INFORMATION

When submitting application, please provide a copy of your:

- DRE License
  CA Drivers License
  Appraiser License (if applicable)
  PWR Flex Contract (choose between full payment or payment options)

## TRANSFERS OR SECONDARY MEMBERS ONLY

Name of Association you are transferring from or hold primary membership at: \_\_\_\_\_

Have you paid CAR and NAR dues for the current year?  Yes  No NRDS ID# \_\_\_\_\_  
(A letter from your former Association/Board verifying payment of C.A.R. and N.A.R. dues is required.)

Supra  DisplayKey  eKey Card Number (as it appears on back of card): \_\_\_\_\_ Pin Code: \_\_\_\_\_

## REQUIRED SIGNATURES

APPLICATION CANNOT BE PROCESSED WITHOUT THIS INFORMATION

**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.**

APPLICANT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

BROKER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT BROKER NAME: \_\_\_\_\_

First Name Last Name

Revised 12/20/04



## GENERAL TERMS & CONDITIONS OF MEMBERSHIP

- 1. Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Tri-Counties Association of REALTORS®, the bylaws, policies and rules of the California Association of REALTORS®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, 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 these designations are 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 under 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, such as business cards or stationary.
- 3. No refund.** I understand that Tri-Counties Association of REALTORS® membership dues and MLS 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.
- 4. Authorization to release and use information; waiver.** I authorize Tri-Counties Association of REALTORS® or it’s 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 or MLS where I held, or continue to hold, any type of membership. I further authorize any Association or MLS where I held, or continue to hold, any type of membership to release all 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 (3) 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 TRI, 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.
- 5. Additional terms and conditions regarding MLS membership.** 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 active 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 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. 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 nor 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 discipline and ultimate termination of MLS services.
  - G.** 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 TRI 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. **Lost or stolen cards MUST be reported within 48 hours to the Tri-Counties Association of REALTORS®.** Indemnification: Cardholder agrees to indemnify and hold the Tri-Countiest Association of REALTORS® and all of its respective officers, directors and employees harmless from any and all liability, obligations, or demands against them as a result of cardholder’s loss or use of the card, including but not limited to, any and all liabilities, including attorney’s fees, incurred by them as a result of damage or injury to premises or persons arising out of use by cardholder, or any other person, of the card.
  - 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 TRI which owns the MLS and TRI may pursue its legal remedies against me to recover such damages.
- 6. REALTOR® Arbitration Agreement.** A condition of membership in the Tri-Counties Association of REALTORS® as a REALTOR® and participation in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® including Designated REALTORS®, 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 Tri-Counties; (ii) with any member of the California or National Association of REALTORS®; and (iii) any client provided the client agrees to binding information at the Tri-Counties Association of REALTORS®. As an MLS Subscriber, 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 MLS Participants and Subscribers; (ii) any other MLS Subscriber of another Association MLS which shares a common database with Tri-Counties’s MLS through a regional agreement. Any arbitration under this agreement shall be conducted using the Tri-Counties Association of REALTORS® facilities and in accordance with TRI rules and procedures for arbitration.

**STEP # 1: COMPLETE FORM BELOW – PLEASE PRINT CLEARLY AND FILL IN ALL INFORMATION**

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_ Home Address: \_\_\_\_\_  
 Home Phone: ( ) \_\_\_\_\_ Mobile Phone ( ) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_  
 My Primary Contact Number is:  Home  Office  Mobile  Other: ( ) \_\_\_\_\_

**STEP # 2: PAY DUES IN FULL or ENROLL IN A PAYMENT PLAN**

	<input type="checkbox"/> <b>Option #1</b> <b>Payment in Full</b>	<input type="checkbox"/> <b>Option #2</b> <b>Quarterly Auto Debit</b>	<input type="checkbox"/> <b>Option #3</b> <b>Quarterly Invoiced</b>	<input type="checkbox"/> <b>Option #4</b> <b>Monthly Auto Debit</b>
Initial Payment	\$414.38	\$266.38	\$281.38	\$257.38
Set-up Fee	\$0	\$20.00	\$35.00	\$39.00
Processing Fees	MLS Processing: \$36, Application Fee of \$100 and Security Fee of \$54.38 included in total. <i>*All Processing Fees are Non-Refundable.</i>			
Automatic Debit	No	Yes	No	Yes
Remaining Payments	0	2	2	7
Billing Schedule	None	You will be automatically debited <b>\$84.00</b> on <b>July 1<sup>st</sup></b> and <b>October 1<sup>st</sup></b> .	Your <b>Quarterly Payment</b> reminder in the amount of <b>\$84.00</b> for <b>July 1<sup>st</sup></b> and <b>October 1<sup>st</sup></b> will be <b>emailed</b> . Make sure we have your current email on file.	You will be automatically debited a <b>Monthly</b> Payment of <b>\$28.00</b> through December.
<b>Total Cost</b>	<b>\$414.38</b>	<b>\$434.38</b>	<b>\$449.38</b>	<b>\$453.38</b>

**Voluntary Donations**

I would like to donate to the following:

- \$148 – True Cost of Doing Business
- \$49 – REALTOR® Action Fund
- \$10 – C.A.R. HAF Housing Contribution

**PAYMENT METHOD (Required)**

- Check (Make payable to Tri-Counties)
- Credit/Debit card (Amex/Visa/MC/Discover)

Check or Credit/Debit Card will be used for Full or Initial Payment and if Option 2 or 4 is selected Credit Card Information will be used for the Automatic Debits.

Card #  Exp. Date:  CID #:

**STEP # 3: REVIEW TERMS – SIGN AND DATE CONTRACT**

**IMPORTANT REMINDERS:**

PLEASE REVIEW THE REVERSE SIDE OF THIS FORM FOR THE TERMS AND CONDITIONS REGARDING YOUR OBLIGATION UNDER THE PWR FLEX PAYMENT PLAN.

- If your Tri-Counties membership is terminated for any reason or we do not receive your payment, unpaid REALTOR® dues will be assessed in full and are due immediately.
- A \$30 processing fee will be assessed for payments received after the scheduled deadline. Members will be assessed a \$30.00 fee will be assessed for declined credit cards or NSF checks.
- Tri-Counties must be notified in writing prior to any changes to your automatic debit account or changes in your home or business address.
- Tri-Counties must be notified of payment plan termination a minimum of 10 business days prior to the next payment due date.
- Automatic debits may take approximately 4 business days (excluding holidays and weekends) after the scheduled due date to process.

I acknowledge that I have read and understand the terms and conditions of the PWR Flex Payment Plan and agree to pay my MLS subscription for the period of May 1, 2012 through December 31, 2012.

Signature  Date

## Terms of PWR Flex Payment Plan – REALTOR®/MLS Participation

### AS A MLS SUBSCRIBER OF THE TRI-COUNTIES

Association of REALTORS® (TRI), I acknowledge my obligation to pay my MLS fees annually. As a service to its members, TRI offers the flexibility of payments using either the Automated Debit Service Quarterly Payment option or the Invoice Quarterly Payment option.

### UNDER ALL OF THESE FINANCING OPTIONS

The member understands that there is an obligation to pay the membership and MLS obligation and that the REALTOR® dues (TRI, C.A.R. and N.A.R.) are non-refundable. In the event of membership termination or non-payment, TRI is authorized to collect all unpaid amounts in the form of a balloon payment reflecting the balance of unpaid REALTOR® dues.

### QUARTERLY AUTOMATED DEBIT SERVICE OPTION

In order to initiate the Automated Debit Service Quarterly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member authorizes TRI to automatically debit the specified debit/credit card account in the amount of \$84.00 each quarter for three quarters, on or about on the following dates: April 1, 2012; July 1, 2012; and October 1, 2012. Member agrees that in consideration for the flexibility of quarterly payments to pay a service charge of \$20.00. Member further agrees that if at anytime there is a default on the part of the member that the entire obligation is due, payable and collectable by TRI immediately.

### QUARTERLY INVOICE OPTION

In order to initiate the Invoice Quarterly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member agrees to remit quarterly installments, for three quarters, in the amount of \$84.00 prior to the following due dates: April 1, 2012; July 1, 2012; and October 1, 2012. Member agrees that in consideration for the flexibility of quarterly payments to pay a service charge of \$35.00. Member agrees that if at any time there is a default on the part of the member that the entire obligation is due and payable and collectable by TRI immediately.

### MONTHLY AUTOMATED DEBIT SERVICE OPTION

In order to initiate the Automated Monthly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member agrees to remit remaining Monthly Installments according to the monthly payment schedule. Member agrees that in consideration for the flexibility of Monthly payments to pay a service charge of \$39.00. Member agrees that if at any time there is a default on the part of the member that the entire obligation is due and payable and collectable by TRI immediately.

### GENERAL INFORMATION

**Members shall be assessed a \$30 processing FEE** AND all services suspended for non-sufficient fund (NSF) payments. Following suspension of services, an additional \$30 MLS reconnection fee will be assessed.

**In the event the member changes the automated Debit Service credit/debit card account, it is the sole responsibility of the member to provide written notification to TRI at least 10 banking days prior to the due date.**

**It is the sole responsibility of the member** to provide written notification to TRI when changing the firm affiliation, business or residential mailing address.

**Automated Debit Service transactions MAY TAKE** up to 4 (four) banking days after the due date to post to the bank account. Funds must be available in the Automated Debit Service account on the first day of each billing cycle.

**Notice of termination must be in writing** and received ten business days prior to the next billing.

**For accounts 30 days or more past due, the PWR Flex** payment options will be terminated and member shall be assessed the remaining balance of REALTOR® dues.

### 2012 ESTIMATED PORTION OF YOUR DUES USED FOR LOBBYING THAT ARE NON-DEDUCTIBLE:

**N.A.R. 31.00% \$37.00 C.A.R. 43% \$79.12**

**Total Non-Deductible Dues Portion \$116.12**

## REALTOR® Action Fund: Explanation and Legal Notice

### NEW- \$49 C.A.R. MANDATORY REALTOR® ACTION ASSESSMENT (RAA)

The REALTOR® Action Assessment (\$49 of the \$184) will automatically be deposited into CREPAC and/or CREIEC and for other political purposes as your contribution. The REALTOR® Action Assessment (RAA) can be satisfied in one of two ways: (1) by either making a voluntary contribution to C.A.R.'s political action committees [California Real Estate Political Action Committee (CREPAC) and/or the California Real Estate Independent Expenditures Committee (CREIEC)], or used for other political activities, or (2) by opting to send the funds to the C.A.R. general fund for political purposes. Designated REALTORS® must pay the \$49 REALTOR® Action Assessment for each licensee of that DR (as shown in the nonmember count), and the payment will be treated in the same manner as the REALTOR® Action Assessment for members.

### Why was the REALTOR® Action Assessment needed?

Over the past few years, C.A.R.'s PAC funds have greatly diminished. C.A.R. PACS used to be in the top 10 of political action committees in California, but now ranks 37th, according to a recent study of PAC spending in California. Special interest groups routinely outspend the Association's PACS on a regular basis. The RAA adopted by the C.A.R. board of directors will help rectify this growing imbalance.

### How Do I Opt-Over to the General Fund?

If you wish to have your assessment entirely applied towards general political purposes rather than individual candidate expenditures (CREPA and/or CREIC) you may do so by calling the Pacific West Association of REALTORS® at (714) 245-5500 and requesting to "Opt-Over" your REALTOR® Action Assessment to the General Fund.

**REALTORS®** may also participate in REALTOR® Action Fund above and beyond the mandatory \$49 assessment amount by including a voluntary donation on the same check as your dues payment. One hundred and forty-eight dollars (\$148) is the True Cost of Doing Business. However, donations are not limited to the suggested amount. No contributor will be favored or disfavored by reason 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.