



Santa Barbara Association of REALTORS®
Santa Barbara Multiple Listing Service

1415 Chapala St. Santa Barbara, CA 93101 | 805-963-3787 | membership@sbaor.com

APPLICATION FOR MEMBERSHIP

Thank you for your interest in the Santa Barbara Association of REALTORS® (SBAOR) and/or the Santa Barbara Multiple Listing Service (SBMLS). Please include the following before submitting for processing:

- Letter of Good Standing from your Primary Association (Secondary REALTOR® and MLS-only applicants)
- Copy of ID such as driver's license or passport (Licensed officer or designated broker only)
- Fully executed application signed by yourself and the broker of record.

The Department of Real Estate (DRE) must update to match the application before it is processed.

I AM APPLYING FOR:

- | | |
|---|---|
| <input type="checkbox"/> Primary REALTOR® Membership
<i>(You do not hold Association membership in any state, this will be your first membership)</i> | <input type="checkbox"/> Multiple Listing Service Participation
<i>(Designated Broker, principal, or officer)</i> |
| <input type="checkbox"/> Secondary REALTOR® Membership
<i>(You hold Association membership elsewhere but want to be a local REALTOR® as well. Not MLS)</i> | <input type="checkbox"/> Multiple Listing Service Subscription
<i>(Salesperson or Broker Associate)</i> |
| | <input type="checkbox"/> Appraiser |

With this application, you are applying for membership in the Santa Barbara Association of REALTORS®, California Association of REALTORS®, National Association of REALTORS®, **and/or** Multiple Listing Service.

It is your responsibility to fully review and complete the application, as well as familiarize yourself with the Santa Barbara rules and policies for the association and the MLS. Once this application is processed, you will be held to the regulations and bylaws of the Santa Barbara Association of REALTORS® and/or the MLS.

- [SBAOR Bylaws](#)
- [MLS Bulk Email Rules](#)
- [MLS Rules & Regulations](#)
- [Code of Ethics](#)

Applications may take 1-3 business days to review and process. After your application is completed, you will receive a welcome email with your login credentials, link to your membership resources, and a receipt of the services/membership you have paid for. You will also receive a prompt to complete the New Member orientation that is required for all applicants, a calendar of events, and a reminder for the next billing cycle.

APPLICANT INFORMATION:

1. **Name as it appears on your license:** _____
2. **Preferred/Nick Name:** _____
3. **Office Name:** _____
 - a. **DBA if Applicable:** _____
4. **Office Address:** _____

(street)(city)(state)(zip)
5. **Office Phone:** _____ **Office Fax:** _____
6. **Home Address:** _____

(street)(city)(state)(zip)
7. **Which do you prefer as a mailing address?** Office Home
8. **Cell Phone:** _____ **Home Phone:** _____
9. **Which do you prefer as a primary phone #?** Cell Home Office
10. **Email:** _____ **Website:** _____
11. **Your DRE License #:** _____ **Expires:** _____
 - a. **Corporation License # (if applicable)** _____ **Expires:** _____
12. **License Type (check one):**

<input type="checkbox"/> Designated Broker	<input type="checkbox"/> Licensed Appraiser
<input type="checkbox"/> Broker-Associate	<input type="checkbox"/> Certified Residential Appraiser
<input type="checkbox"/> Salesperson	<input type="checkbox"/> Certified General Appraiser
13. **I am a:** sole proprietor general partner corporate officer branch office manager
14. **Do you hold, or have you held a real estate license in any other state?** Yes No
 - a. **If yes, specify:** _____
15. **Professional Designations:** _____
16. **Primary Specialty:**

<input type="checkbox"/> Residential Brokerage	<input type="checkbox"/> Farm/Land Brokerage	<input type="checkbox"/> Building/Development
<input type="checkbox"/> Property Management	<input type="checkbox"/> Commercial/Industrial Brokerage	<input type="checkbox"/> Mortgage Financing
<input type="checkbox"/> Appraising		<input type="checkbox"/> Other:
17. **Have you been convicted of a felony?**
 No
 Yes
State the details: _____

18. If you checked 'Yes' in #17, you must answer the following:

- a. Are you subject to any pending bankruptcy proceedings? Yes No
- b. Have you been adjudged bankrupt within the last three (3) years? Yes No
- c. Do you have any record of official sanctions by a court or other lawful authority within the past three (3) years for:
 - 1. Civil rights law: Yes No
 - 2. Real estate licensing laws: Yes No
 - 3. Other laws prohibiting unprofessional conduct: Yes No

REALTOR® Applicants:

Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership. Please type the first and last name of the firm's broker of record below:

19. **Designated REALTOR® Name:** _____ **License#:** _____
(Your Broker's First & Last Name) (Your Broker's License)

MLS Subscriber Applicants:

Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms who hold a valid California real estate license must remain employed by or affiliated with an MLS Participant in order to apply as an MLS Subscriber. Please type the first and last name of the firm's broker of record below:

20. **MLS Participant Name:** _____ **License#:** _____
(Your Broker's First & Last Name) (Your Broker's License)

Designated REALTOR® and/or MLS Participant Applicants:

Designated REALTOR® and MLS Participant applicants must provide the Santa Barbara Association a list of licensees employed by or affiliated with them and must also regularly update the Association of any changes, additions, or deletions from the list. **If you are applying as the broker of record for the firm;** 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#.

21. **List all Associations of REALTORS® and/or MLS to which you CURRENTLY belong:**

22. **List all Associations of REALTORS® and/or MLS to which you have PREVIOUSLY belonged:**

23. **Have you been disciplined by any of the above Associations?** Yes No

- a. (If yes, attach copies of discipline.)

24. **Have you been disciplined by the Department of Real Estate (DRE)?** Yes No

- a. (If yes, attach copies of discipline.)

AGREEMENTS:

It is your responsibility to review the following and familiarize yourself with the Santa Barbara rules and policies for the association and the MLS. Once this application is processed, you will be held to the regulations and bylaws of the Santa Barbara Association of REALTORS® and/or the MLS.

PLEASE READ AND INITIAL ALL THAT APPLY:

25. _____ **NO REFUND:** I understand that my dues and MLS fees are non-refundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason under the bylaws or MLS rules, I understand I will not be entitled to a refund of my dues or fees. This includes access based on the eligibility of my broker, as I am dependent on their good standing within the Association or MLS.
26. _____ **AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER:** I authorize the Association or its representatives to verify any information in this application by means including contacting any Association, the DRE, current or past brokers or business associates. I further authorize any Association in which I have been a member or MLS Participant or Subscriber to release all membership and disciplinary records to the Association to which I am applying. I further authorize this Association to use this information in determining future disciplinary 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 Association, its agents, employees, or members.
27. _____ **USE OF THE TERM REALTOR®:** I understand that the professional designation REALTOR® is 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® I will cease using the designation in all certificates, signs, seals or any other medium.
28. _____ **PERMISSION TO COMMUNICATE:** I expressly authorize the 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 Association.
29. _____ **WAIVER OF ARBITRATOR DISCLOSURE REQUIREMENTS:** I expressly agree that all arbitrations pursuant to the California Code of Ethics and Arbitration Manual (“Manual”) shall be governed by the Manual, and I specifically agree to waive the arbitrator disclosure requirements of the provisions of the California Ethics Standards for Neutral Arbitrators in Contractual Arbitration in California and California Code of Civil Procedure *Section 1281.9(a)(2),(3),(4) and (b) 1281.85*, which require disclosure by REALTOR® arbitrator of information about prior arbitrations that is confidential under the rules of the California Association of REALTORS® and National Association of REALTORS®.

30. _____ **ASSOCIATION INACTIVATION:** Members are allowed to inactivate their Association account any time by filing an inactivation form, only if the account is not delinquent. The reinstatement fee within 12 months is \$25 plus full Association dues. After 12 months, new member joining fees apply.
31. _____ **MLS INACTIVATION:** Members are allowed to inactivate their MLS account any time by filing an inactivation form, only if the account is not delinquent. The reactivation fee within 12 months is \$25 plus the prorated MLS Service fee. After 12 months, new member joining fees apply. Currently fees are: \$750 Participation fee for brokers, \$200 Application fee for all licensees, and a prorated MLS Service fee of \$305.

MANDATORY ORIENTATION

I understand that the **REALTOR® Association** requires attendance at a *New Member Orientation* (which includes 2 ½ hours of mandatory Ethics training required by NAR. Licensing does not suffice.). **Failure to attend at least 90% of the Orientation presentation within 45 days of joining will result in suspension of all member services until completion of orientation. There are no refunds for services lost due to non-compliance.** Failure to notify Association staff prior to missing a live Orientation will result in a \$25.00 rescheduling fee per unexcused absence and must be paid prior to attending the next opportunity. Membership in the Association is not official until completion.

I understand that the **MLS** requires attendance at an MLS Orientation within the first 45 days of joining. I must attend such Orientation to complete my subscription to the Santa Barbara Multiple Listing Service. Completion of a similar course at a different city does not exempt an applicant. **Failure to attend at least 90% of the Orientation presentation within 45 days of joining will result in suspension of all MLS services until completion. There are no refunds for services lost due to non-compliance.**

32. _____ I hereby acknowledge my agreement to familiarize myself with and adhere to the terms outlined above. As a real estate professional, it is imperative that I take the responsibility to acquire comprehensive knowledge and awareness of the rules and policies governing the area in which I intend to conduct business. I will attend one or both courses outlined above, as appropriate to my application request.

MLS RULES

I understand and agree that by becoming and remaining a Participant or Subscriber to the Association-owned 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 unless specifically authorized under the 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 device receiving MLS information. **I agree not to transmit the information to any Participants, Subscribers and Clerical Users not authorized to access the system.** 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 databases. I agree not to allow such unauthorized access by use of 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 User's 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 or pin to any person, even if they are an authorized MLS user. I further understand that the Association can incur costs in securing the system if I fail to take adequate measures to protect my key, pin code and lockbox; and that I may be held responsible for these costs.
- 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 the Association which owns the MLS and the Association may pursue its legal remedies against me to recover such damages.

- I. A condition of membership in the Association as a REALTOR® and Participant in the MLS 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 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 Association.

- J. As an MLS Participant or 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; or (ii) any other MLS Participant or MLS Subscriber or another Association MLS which shares a common database with this Association through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance the Association rules and procedures for arbitration.

SIGNATURES

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

Applicant Signature *(Salesperson/ Broker Associate)*

Date of Signature

Designated REALTOR® Signature *(Broker of Record/ DRE Licensed Officer)*

Date of Signature

MLS Participant Signature *(Broker of Record/ DRE Licensed Officer)*

Date of Signature

Contributions or gifts to the Association, the California Association of REALTORS®, the National Association of REALTORS®, REALTOR® Action Fund 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 the Realtor Action Fund 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 status. (Applicants for REALTOR® may not use the professional designation of REALTOR® until the application is approved, and membership requirements are completed.)