



CALIFORNIA ASSOCIATION OF REALTORS®
APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP
SAN BENITO COUNTY ASSOCIATION OF REALTORS®

TYPE OF APPLICATION

1. I am applying for the following categories of membership (check all applicable boxes):
 Designated REALTOR®
(Principal, Partner, Corporate Officer
or Branch Office Manager)
 REALTOR®
 Affiliate member
 Other: _____

GENERAL INFORMATION

2. Name (as it appears on your license): _____
3. Nickname: _____
4. Firm Name: _____
(This is the broker/brokerage name under which you will be doing business and under which DRE
has issued your license and/or approved your DBA)
5. Firm Address: _____
(street) (city) (state) (zip code)
6. Firm Telephone Number: _____ Firm Telephone Number-Direct: _____
Cell Number: _____ Firm Fax Number: _____
7. Which do you want as the primary phone? Firm Firm-Direct Cell
8. List all other DBAs: _____

9. Home Address: _____
(street) (city) (state) (zip code)
10. Home Telephone Number: _____ Home Fax Number: _____
11. Which do you want as the primary mailing address? Firm Home
12. E-Mail Address: _____ Birth Date (M/D/Y): ____/____/____
Website address: _____ Social Media Handles: _____

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® and REALTOR® membership, upon acceptance 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 term REALTOR® is a federally registered trademark of the National Association of REALTORS® (“N.A.R.”) and use of this term is subject to N.A.R. rules and regulation. I agree that I cannot use the term REALTOR® until this application is approved, all my membership requirements are completed, and I am notified of membership approval. 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.
4. **License validity.** I understand that if my license is terminated, lapses or inactivated at any time, my REALTOR® membership and/or MLS participation/subscription is subject to immediate termination.
5. **No refund.** I understand that my Board/Association 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.

Applicant’s initials _____

6. **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 or 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.

7. 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) .
8. **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 to 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 databases. I agree not to allow such unauthorized access by use of any of my equipment, devices, usernames, or passwords.
 - 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 my discipline and ultimate termination of my access to 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.
9. **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

arbitration of disputes with (i) other REALTOR® or REALTOR-ASSOCIATE® 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. As an MLS Broker or Appraiser 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 Broker or Appraiser Participant or MLS Subscriber of another Board/Association MLS which shares a common database with this Board/Association MLS through a Regional or Reciprocal Agreement. 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](#).

10. REALTOR® Membership dues and assessments and MLS fees are set forth separately in EXHIBIT A: MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

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

Date of Signature

Signature of Designated REALTOR®

Date of Signature

Signature of MLS Participant

Date of Signature

EXHIBIT A
MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

1. MEMBERSHIP DUES AND ASSESSMENTS

Local Association Allocation \$ _____

Local Board/Association Application/Initiation Fees \$ _____

C.A.R. Allocation and REALTOR® Action Assessment* \$ _____
(Select amount from below proration schedule)

2024 C.A.R. Allocation and REALTOR® Action Assessment Proration Schedule

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$231	\$211.75	\$192.50	\$173.25	\$154.00	\$134.75	\$115.50	\$96.25	\$77.00	\$57.75	\$38.50	\$19.25

C.A.R. New Member Fee** \$ 200.00

N.A.R. Allocation \$ _____
(Select amount from below proration schedule)

2024 N.A.R. Allocation Proration Schedule

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$156	\$143	\$130	\$117	\$104	\$91.00	\$78.00	\$65.00	\$52.00	\$39.00	\$26.00	\$13.00

N.A.R. Special Assessment (not prorated) \$ 45.00

REALTOR® ACTION FUND* (optional)** \$ 148.00 or \$49.00

C.A.R. HOUSING AFFORDABILITY FUND (optional) \$ 10

MEMBERSHIP DUES AND ASSESSMENTS TOTAL \$ _____

Political contributions are not deductible as charitable contributions for federal and state income tax purposes. Dues payments & assessments (Local Association, C.A.R., and NAR) and contributions to “REALTOR® Action Fund” are not tax deductible as charitable contributions. Contributions to the C.A.R. Housing Affordability Fund are charitable and tax deductible to the extent allowable under both Federal and State law. However, the dues portion of your bill, excluding the portion of dues used for lobbying activities, REALTOR® Action Assessment and REALTOR® Action Fund, may be deductible as ordinary and necessary business expenses. Please consult your tax professional.

* The REALTOR® Action Assessment is a mandatory, prorated \$69 state political assessment which may be satisfied in one of two ways: either (1) a voluntary contribution to CREPAC, CREIEC, and/or IMPAC and/or other related political purposes or (2) a designation of the funds for political purposes in the C.A.R. general fund. You may include the entire amount on one check and if you do so, the assessment will go into CREPAC, CREIEC, and/or IMPAC or other related political purposes. If you choose not to contribute to a C.A.R. Political Action Committee (PAC), you must do so in writing and the entire assessment will be placed in the C.A.R. general fund and used for other political purposes. PAC contributions from the REALTOR® Action Assessment will be allocated among CREPAC, CREIEC, IMPAC and possible ALF. The allocation formula is subject to change. Payment of the assessment is a requirement of maintaining membership.

** \$70 of the \$200 C.A.R. New Member Fee will automatically be deposited into the C.A.R. Issues Mobilization Political Action Committee (“IMPAC”). The \$70 assessment is mandatory. If you choose not to contribute to IMPAC, you must do so in writing and the entire \$70 assessment will be placed in the C.A.R. general fund and used for other political purposes.

*** Make a difference by helping promote REALTOR® interests through the political process and designate an additional \$49 or more to the REALTOR® Action Fund. \$49 is the suggested additional voluntary contribution but you may give more, or less, or nothing at all. See additional information on the political contribution structure and allocation in the Legal Notices and Disclosures set forth below. No member will be favored or disfavored by reason of the amount of his/her contribution or his/her decision not to contribute. Contributions to the REALTOR® Action Fund will be allocated among C.A.R.'s political action committees (CREPAC, CREIEC, and CREPAC/Federal) according to a formula approved by C.A.R. depending on whether it is a personal or corporate contribution. The allocation formula is subject to change including re-designating a portion to IMPAC and ALF. Failure to contribute to RAF will not affect an individual's membership status in C.A.R.

All dues, assessments and fees are non-refundable.

I consent to the C.A.R. Privacy Policy found at www.car.org/privacy.

LEGAL NOTICES AND DISCLOSURES

REALTOR® ACTION ASSESSMENT & FUND: Explanation and Legal Notice

California Association of REALTORS® (C.A.R.) Political Action Committees: C.A.R. sponsors four Political Action Committees (PACs). CREPAC is used to support state and local candidates to further the goals of the real estate industry. CREIEC is an independent expenditure committee that independently advocates for or against candidates in accordance with the interests of the real estate industry. CREPAC/Federal supports candidates for the U.S. Senate and House of Representatives. IMPAC supports local and state ballot measures and other advocacy oriented issues that impact real property in California. IMPAC is funded by your dues dollars. C.A.R. also supports the Advocacy Local Fund (ALF), a non-PAC fund for expenditures on general advocacy activities.

REALTOR® Action Assessment (RAA): This mandatory \$69 state political assessment (pro-rated based on when you join) may be satisfied in one of two ways: either (1) a voluntary contribution to CREPAC, CREIEC and/or IMPAC and/or other related political purposes or (2) a designation of the funds for political purposes in the C.A.R. general fund. You may include the entire amount on one check and if you do so, \$69 or your pro-rated amount (based on when you join) will go into CREPAC, CREIEC and/or IMPAC or other related political purposes. If you have an assessment that is over \$138 due to your DR nonmember count, then any amount over \$138 contributed to the state PACs (i.e. CREPAC, CREIEC and IMPAC) will go into CREIEC. If you choose not to contribute to a PAC, you must do so in writing and the entire assessment of \$69 (or your pro-rated amount based on when you join) will be placed in the C.A.R. general fund and used for other political purposes. PAC contributions from the REALTOR® Action Assessment will be allocated among CREPAC, CREIEC, IMPAC and possibly ALF. The allocation formula is subject to change. Payment of the assessment is a requirement of maintaining membership.

REALTOR® Action Fund (RAF): REALTORS®, and REALTOR-ASSOCIATES® may also participate in RAF by including an additional voluntary contribution on the same check as your dues and assessment payment. Forty-nine dollars (\$49) is the suggested additional voluntary contribution but you may give more, or less, or nothing at all. No member will be favored or disfavored by reason of the amount of his/her contribution or his/ her decision not to contribute. Contributions to the REALTOR® Action Fund will be allocated among C.A.R.'s political action committees (CREPAC, CREIEC, and CREPAC/Federal) according to a formula approved by C.A.R. depending on whether it is a personal or corporate contribution. The allocation formula is subject to change including re-designating a portion to IMPAC and ALF. Failure to contribute to RAF will not affect an individual's membership status in C.A.R.

CORPORATE CONTRIBUTIONS to C.A.R.'s PACs are permissible and may be used for contributions to state or local candidates or for independent expenditures to support or oppose federal, state, or local candidates. However, current C.A.R. practice is to deposit all corporate contributions into CREPAC, CREIEC, IMPAC and possible ALF in an allocation to be determined by C.A.R. A corporate contribution includes any contribution drawn from a corporate account.

PERSONAL CONTRIBUTIONS to C.A.R.'s PACs may be used for both state and federal elections and therefore may be deposited into CREPAC/ Federal in addition to all other C.A.R. political action

committees. Up to \$200 of a REALTOR® Action Fund contribution will be divided between CREPAC/Federal and CREPAC, CREIEC, IMPAC and possibly ALF in an allocation to be determined by C.A.R. Any amount above \$200, up to applicable legal limits, will be allocated to CREPAC/Federal.

If you are a California major donor and need specific information regarding your contributions, please contact the C.A.R. Controller's office at (213) 739-8252. Contributions in excess of the contribution limits will be reallocated to another PAC connected with C.A.R. Under the Federal Election Campaign Act, an individual may contribute up to \$5,000 in a calendar year to CREPAC/Federal.

Political contributions are not deductible as charitable contributions for federal and state income tax purposes. **Federal and State law prohibit any individual from making political contributions (either RAA or RAF) in the name of or on behalf of any other person or entity.**

**NOTICE REGARDING DEDUCTIBILITY OF DUES, ASSESSMENTS AND CONTRIBUTIONS
2024 ESTIMATED PORTION OF YOUR DUES USED FOR LOBBYING THAT ARE NON-
DEDUCTIBLE:**

N.A.R. 27.36% of your total N.A.R. Allocation and Special Assessment (amount as pro-rated depending on the month you join)

C.A.R. 34.01% of your total C.A.R. Allocation and RAA (amount as pro-rated depending on the month you join) plus 70% of your C.A.R. New Member Fee (not prorated)

Local [Local Association must Insert] % of your Local Allocation (amount as pro-rated depending on the month you join)

Dues payments and assessments for your local association, C.A.R. and NAR, and contributions to RAF are not tax deductible as charitable contributions. However, the dues portion of your bill, excluding the portion of dues used for lobbying activities, REALTOR® Action Assessment and REALTOR® Action Fund, may be deductible as ordinary and necessary business expenses. Contributions to C.A.R. Housing Affordability Fund are charitable and tax-deductible to the extent allowed under both federal and state law. Please consult your tax professional.

All dues, assessments and fees are non-refundable.

C.A.R. HOUSING AFFORDABILITY FUND:

REALTORS® and REALTOR-ASSOCIATES® may make a voluntary, tax-deductible, charitable contribution to the C.A.R. Housing Affordability Fund (HAF) on the same check as the dues payment. HAF is a charitable nonprofit organization whose purpose is to address the statewide housing crisis. It receives contributions from REALTORS® and other individuals as well as businesses and other organizations and distributes funds through local associations of REALTORS® toward programs that increase homeownership and the supply of housing across the state.

HAF is exempt under Section 501(c)(3) of the IRS Code. Contributions to HAF from both individuals and businesses are charitable and tax-deductible to the extent allowed under both federal and state law.

Individual contributions are designated by 'Keys to California' Pins: Ambassador (\$25), Bronze (\$100), Silver (\$500) with an option to renew annually for \$250, Gold (\$1,000) with an option to renew annually for \$350, and Founder's Circle (\$1,500) with an option to renew annually for \$500. For information about HAF, including major non-cash gifts or corporate sponsorships, visit www.carhaf.org or contact the HAF at 213-739-8200 or by mail at 525 S. Virgil Ave., Los Angeles, CA 90020.

YOUR SUBSCRIPTION TO CALIFORNIA REAL ESTATE MAGAZINE IS PAID FOR WITH YOUR DUES AT A RATE OF \$6.00 AND IS NON-DEDUCTIBLE THEREFROM.