Greater Baton Rouge Association of REALTORS®, Inc. & GBRMLS

REALTOR® APPLICATION FOR BOARD/MLS MEMBERSHIP

- 1. Application must be signed by Applicant
- 2. Online Orientation must be successfully completed prior to services being rendered.
- I. CLASSIFICATION: _____ Agent _____ Associate Broker _____ LA Licensed Appraiser Trainee

(If you are the Principal Broker **DO NOT** use this application, call 225-761-2000 or go to <u>www.gbrar.com</u> and click on "Join GBRAR" for a DR application) Also, In order for you to apply for membership, your Sponsoring Broker or Certified Appraiser with whom you are affiliated must hold membership in GBRAR or GBRMLS respectively.

II. TYPE OF MEMBERSHIP (Check Yes to all that apply): I, HEREBY APPLY FOR:

- A. REALTOR® membership in the Greater Baton Rouge Association of REALTORS®, Inc. "GBRAR" (Association) _____Yes _____No
- B. Subscriber membership, in the Greater Baton Rouge Association of REALTORS®, Inc Multiple Listing Service (GBRMLS) (MLS) _____Yes ____ No

NOTE: If you said Yes to **B** above, you must also apply for membership in GBRAR under Section **A** above, or, currently hold REALTOR® membership in another local Board. If you belong to another local REALTOR® Board, a letter of good standing from that Board is required with your application.

LA LICENSED APPRAISER TRAINEE: If you are applying as a LA Licensed Appraiser Trainee you must (a) be working under the direct supervision of a State Certified Appraiser who currently holds membership in GBRAR as a Designated REALTOR® and/or GBRMLS as an MLS Participant, and (b) must be working on your LA State Certification. If affiliation with the LA Certified Appraiser under which you are granted membership ceases, your GBRAR and GBRMLS membership will be terminated until such time you become affiliated with another Certified Appraiser who is a member of GBRAR and/or GBRMLS. In order to reinstate membership, a membership transfer form will be required along with payment of any dues or fees owing. Any dues and fees paid are non-refundable.

Note: Persons other than principals, partners or corporate officers of real estate or appraisal firms must be employed by or affiliated with a Designated REALTOR® or State Certified Appraiser to be eligible for REALTOR® Membership. MLS Subscribers must remain affiliated with an MLS Participant to be an MLS Subscriber

Primary I	Board Affiliation	1:

Sponsoring Broker Name:_____

OR

Certified Appraiser you are working under the supervision of:

III. GENERAL INFORMATION

A.	Have you belonged to a REALTOR® Association in the past?YesNo			No
	NRDS ID# (if known)			
В.	Nick Name:			_
C.	DOB:/ _/			
D.	Real Estate License #:		Broker:	Sales:
E.	Cert. Appraiser: Appraiser Lic #:			
F.	Professional Designations:			
G.	Firm Affiliation:			
H.	Branch Address:	City:	State:	Zip:
I.	Home Address:	City:	State:	Zip:
J.	Preferred Contact Phone#:	Fax#:		
K.	Preferred e-mail:			
L.	Pref. Mail: OfficeHome	Pref. Fax:	Office I	Home
N.	What type credit do you need for you	r education taken through	ugh the GBRAR	?
	Continuing EdAppraisal C	.E. (where available)		
О.	Communication Authorization: I authorize GBRAR, GBRMLS, CID, WCR, CCIM, or			

O. **Communication Authorization:** I authorize GBRAR, GBRMLS, CID, WCR, CCIM, or other Divisions or Councils which I may subscribe as a member, to communicate information to me via Fax, Mail and Email at the addresses and phone numbers provided and any subsequent numbers or addresses which applicant provides.

IV. ASSOCIATION HISTORY

List all Boards of REALTORS® to which you now belong as a REALTOR® or MLS Member.

List all Boards of REALTORS® to which you previously belonged:

Have you ever been disciplined by any of the above? ____ Yes* ____ No **If yes, please attach copies of the Discipline or a narrative explanation.*

Have you ever been disciplined by a State Licensing Agency? ____Yes* ____No **If yes, please attach copies of the discipline or a narrative explanation.*

Do you have any record of:

YesNo	1. Code of Ethics violations or violations of other membership duties in any other Association within the
past three years.	
YesNo	2. Pending Ethics complaints or hearings
YesNo	3. Unsatisfied discipline pending
YesNo	4. Pending arbitration requests or hearings

Yes No 5. Unpaid arbitration awards or unpaid financial obligations to any other Association or MLS

IV. ARBITRATION AGREEMENT AND ADHERANCE TO POLICIES

As a condition of Membership in the Greater Baton Rouge Association of REALTORS®, Inc. or its MLS, either as a REALTOR® or an MLS Subscriber:

- A. I hereby agree for myself and the firm for which I act, to binding Arbitration of disputes as defined in and provided for in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS® with any member of the Greater Baton Rouge Association of REALTORS®, Inc., the GBRAR Multiple Listing Service (GBRMLS) or the Louisiana REALTORS® Association in accordance with the rules and regulations, or any client covered by the Association rules and regulations.
- B. Further, I agree to binding Arbitration of disputes as defined in and provided for in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS® and in accordance with the GBRAR Multiple Listing Service (GBRMLS) or with any other MLS Participant or Subscriber of any Board/Association MLS which shares a common database with the GBRAR Multiple Listing Service (GBRMLS) through a Regional Agreement.
- C. 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 and Regulations, including but not limited to discipline by the MLS, I understand I will not be entitled to a refund of my dues or fees.
- D. AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER. I am familiar with the Qualification and Election Provisions and the Bylaws of GBRAR and GBRMLS and authorize the Greater Baton Rouge Association of REALTORS®, Inc. and/or the GBRAR Multiple Listing Service (GBRMLS) or its representatives to verify any information in this application including contacting any Board/Association/MLS, the Louisiana Real Estate Commission, and any current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant/Subscriber to release all membership and disciplinary records to the Greater Baton Rouge Association of REALTORS®, Inc. and/or the GBRAR Multiple Listing Service (GBRMLS). I further authorize GBRAR or GBRMLS 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 GBRAR, GBRMLS, their agents, employees, committees or members.

I 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.

I understand that if GBRAR/GBRMLS requires completion of certain education courses, I must complete such courses prior to becoming a Member, MLS Participant or MLS Subscriber.

By becoming and remaining a member, I agree to become familiar with and abide by the Constitution, Bylaws, *Code of Ethics and Arbitration Manual*, and any other rule as from time to time amended of the NATIONAL ASSOCIATION OF REALTORS®, the Louisiana REALTORS® Association, the Greater Baton Rouge Association of REALTORS®, and the GBRAR Multiple Listing Service (GBRMLS).

VI. MLS RULES AND REGULATIONS

I understand and agree that by becoming and remaining a Subscriber to the MLS, I agree to abide by the MLS Rules and Regulations, 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 listing unless specifically authorized under the rules.
- C. I agree not to download MLS Data except as provided in the MLS Rules and Regs.
- D. I agree not to allow anyone other than authorized Participants, their Subscribers and the clerical users as defined in the MLS Rules & Regs 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/ID/token to any person nor make it available to any person. I further understand the Louisiana and United States penal codes prohibit unauthorized access to computer databases. I agree not to allow such unauthorized access by use of my equipment or pass codes.
- F. I understand that any assistants I have registered 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 in- formation 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 to me and ultimate termination of MLS services to me.
- G. The security of many homeowners in the area depends on the security of the lockbox system. I agree to become familiar with and obey the Lock Box Procedures. I will not lend or make available my lock box key pad to any person, even if an authorized MLS user. I further understand that the Board can incur costs in securing the system if I fail to take adequate measures to protect my keypad and lockbox and that I agree to be 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, in the event my actions may cause damage to the Greater Baton Rouge Association of REALTORS®, Inc.; the owner of the MLS and the Board may pursue any legal remedies against me to recover such damages.
- I. In the event Participant/Subscriber becomes delinquent in his/her MLS Fees, Participants/Subscribers MLS access will be immediately discontinued.

It shall be the responsibility of the Designated REALTOR® to ensure that licensees and State Certified Appraisers newly affiliated with their firm meet all of the requirements for membership which include (1) notification to the Association, (2) completion of Application for Membership, (3) payment of appropriate dues and fees, (4) duplicate copy of real estate license, (5) attendance at Board Indoctrination & Structural Measurement. These requirements must be completed with immediately upon affiliation. Should any new applicant not meet the necessary requirements within the allotted time, the Designated REALTOR® will be advised and continue to be billed for this licensee as per the GBRAR bylaws.

Contributions or gifts to the Greater Baton Rouge Association of REALTORS®, Inc., the Louisiana REALTORS® Association, the NATIONAL ASSOCIATION OF REALTORS®, BOARDPAC and LARPAC 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 PAC 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 decision not to contribute. Failure to contribute will not affect an individual membership status in GBRAR or GBRMLS. Applicants may not use the professional designation of REALTOR® until the Application is approved and membership requirements are completed.

I agree to the terms and conditions as stated in this application and certify that the information given in this Application is true, complete and correct.

Signature of Applicant		Date
	FOR OFFICE USE ONLY	
Date Application Received:	Payment Type:	
Date Completed Online Orientation		