

Greater Baton Rouge Association of REALTORS®, Inc. & GBRMLS
DESIGNATED REALTOR® APPLICATION FOR BOARD/MLS MEMBERSHIP

1. Copy of Real Estate License or Louisiana Appraisal Certification and license must accompany application.
2. Application must be signed.
3. Payment of fees must accompany application.
4. Orientation requirement must be met prior to services being rendered.

I. CLASSIFICATION:

I AM A _____ Principal Broker and/or _____ LA State Certified Appraiser
(If you are none of the above DO NOT use this application, contact 225-761-2000 for further info)

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

- A. Membership as Designated REALTOR® in the Greater Baton Rouge Association of REALTORS®, Inc.
“GBRAR” (Board) _____ YES _____ NO
- B. Membership as Designated REALTOR®, which is referred to as an MLS Participant, in the GBRAR
Multiple Listing Service. “GBRMLS” (MLS) _____ YES* _____ NO

**NOTE: If you said Yes to B above, you must be applying for membership in GBRAR under Section A above or already hold REALTOR® membership in a local Board. If you belong to another local Board, a letter of good standing from that Association is required with your application. Please specify which board or association you desire to be designated as your primary:*

Primary Board Affiliation: _____

III. GENERAL INFORMATION

- A. Have you belonged to a REALTOR® Association in the past? _____ Yes _____ No
NRDS ID# (if known) _____
- B. Name: _____
- C. SS #: _____ DOB: ____/____/____
- D. R.E. Lic #: _____ Broker: ____ Sales: ____
- E. Cert. Appraiser: _____
- F. Languages Spoken: _____ Designations: _____
- G. Firm: _____
- H. Firm Address: _____ City: _____ State: ____ Zip: _____
- I. Firm Phone #: _____ Firm Fax# _____
- J. Firm e-mail: _____
- K. Home Address: _____ City: _____ State: ____ Zip: _____
- L. Preferred Contact Phone#: _____ Preferred Fax#: _____
- M. Preferred e-mail: _____ Preferred billing type: ____ Mail ____ e-mail

N. Preferred Communication: _____ Mail _____ Fax _____ Email

O. Pref. Mail: _____ Office _____ Home Pref. Fax: _____ Office _____ Home

P. Communication Authorization: I authorize GBRAR, GBRMLS, CID, WCR, 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. Please remember to provide us with changes in address, phone, fax or email so we can keep your information current and provide timely communication to you.

Q. To add Branch Offices to the MLS contact GBRMLS Staff at 225-761-2000.

IV. LICENSEES

Designated REALTORS® are responsible for dues for each license that they hold. If your licensee(s) do not join the Board or MLS, you become responsible for dues for them as non-members.

Please list ALL licensees which you sponsor (or attach a list using a separate sheet if necessary)

Name	Brkr/Slsmn/Cert. Apprais.	License #

V. HISTORY

- A. Have you ever been disciplined by any current or previous REALTOR® organization? If so, please attach copies of the Discipline or a narrative of explanation. _____ Yes _____ No
- B. Have you ever been disciplined by a State Licensing Agency? If yes, please attach copies of the Discipline or a narrative of explanation. _____ Yes _____ No
- C. Do you have any record of judgements by a Court or other authority within the past 3 years?
 - Civil Rights Laws _____ Yes _____ No
 - Real Estate Licensing Laws _____ Yes _____ No
 - Other Laws prohibiting Unprofessional conduct _____ Yes _____ No
 - Code of Ethics Violations _____ Yes _____ No
 - Pending Ethics Complaints _____ Yes _____ No
 - Pending Arbitration Req. _____ Yes _____ No
 - Unpaid Arbitration Awards _____ Yes _____ No

VII. ARBITRATION AGREEMENT AND ADHERANCE TO POLICIES

As a condition of Membership in the Greater Baton Rouge Association of REALTORS®, Inc. or the GBRMLS, either as a Designated REALTOR® or MLS Participant:

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 GBRMLS,

or the Louisiana REALTORS® Association in accordance with the rules and regulations, or any client covered by the Association rules and regulations.

- A. 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 GBRMLS or with any other MLS Participant or Subscriber of any Board/Association MLS which shares a common database with the GBRMLS through a Regional Agreement.
- B. 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.
- C. 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 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 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.
- D. 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.
- E. I understand that orientation is a requirement for membership and that attendance is required before membership and services are granted.
- F. 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 GBRMLS.

VIII. MLS AGREEMENT (For GBRMLS Applicants)

For and in consideration of the services and payments hereinafter provided, the parties agree as follows:

- (1) Participant and his subscribers and other MLS users agree to abide by the rules and regulations of the MLS and further agree and acknowledge that all MLS content is provided for the use of the Participant and his Subscribers and it may not be sold, assigned or transferred, in any form, to others by anyone.
- (3) Participant is required to be a principal and must hold a current, valid real estate broker's license and be engaged in accepting and offering cooperation and compensation to other MLS Participants; or are licensed and certified by the Louisiana Real Estate Appraisal Board to engage in the appraisal of real property.
- (4) Participant and his MLS users acknowledge that the software used to provide on-line access to GBRMLS content, including the accompanying documentation, is confidential and constitutes trade secrets. Participant and his MLS users agree not to disclose, disseminate or copy the computer programs or

related documentation provided under this agreement, and further agree to abide by the terms and conditions of the master agreement executed between GBRAR/GBRMLS and Solid Earth.

(5) Participant and his MLS users acknowledge that the information contained in the MLS is confidential and no user may, nor may they authorize or allow anyone to, download the user's active listings, sold listing data or any other information contained in the MLS for recommercialization (resale) or any other purpose not authorized in writing by GBRAR/GBRMLS.

(6) Participant and his MLS users acknowledge that the Core Services subscribed to are as defined below: Core Services are defined as electronic access to the Multiple Listing Service which provides:

- Current listing information
- Information communicating compensation to potential cooperating brokers

(7) I, the undersigned broker (MLS Participant), herewith request and authorize the Greater Baton Rouge Association of REALTORS® Multiple Listing Service to send our clients listing property information to be placed on the Internet. We warrant that our listing client has properly authorized their property to be placed on the Internet and agree to indemnify, defend, and hold the Greater Baton Rouge Association of REALTORS®, Inc. and the GBRMLS harmless from any claims arising out of this request.

Participants listings will be transmitted by the service to the following unless Participant opts out in writing to GBRMLS:

- a) The GBRAR Broker Exchange Program (BX) more commonly referred to as (IDX)*
- b) Greater Baton Rouge Association of REALTORS® web site

* The right to display listing information pursuant to BX is limited to GBRMLS Participants. Your listings will automatically be displayed on BX. In order to download listings on your web site through BX, you will need to execute the BX License Agreement. For more information about the BX program go to <http://www.batonrougerealtors.com/bx> or contact the MLS Department at 225-761-2000 for information on executing a BX License Agreement.

In further consideration of the foregoing, the MLS Participant agrees as follows:

(8) An INITIAL FEE, plus all user fees, must accompany application. Any past delinquent GBRMLS/GBRAR accounts must be brought current.

(9) SUBSCRIBER/USER FEE - In addition to the above, Participant/Subscriber shall pay a Subscriber User Fee per agent in each office, according to policies set from time to time by the GBRAR Board of Directors. The Subscriber User Fee entitles the Subscriber to an MLS access ID number. GBRMLS shall invoice Subscribers. In the event Subscriber becomes delinquent in his/her user fees, Subscriber's MLS on-line access will be immediately discontinued. The Participant is responsible for all fees for all users affiliated with the Participant. Failure to pay the user fees within the prescribed time frame after being notified of the delinquency will be cause for the Participant's service to be discontinued. In order to rejoin MLS, the initial application procedure would apply and Participant/Subscriber shall be responsible to pay GBRMLS the appropriate fees in order to bring the account current, including delinquent fees.

(10) ROSTER - Participant agrees to furnish GBRMLS with the address of each office and branch office, and with a current roster of all agents. This roster is to include the name and license number of each agent. The roster is to be up-dated quarterly.

(11) RULES AND REGULATIONS - I understand and agree that by becoming and remaining a Participant/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 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 the clerical users 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 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 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 understand that I will be fined \$100.00 if I loan or authorize the use of my key by another individual. 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, 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.

IX. DESIGNATED REALTOR® LICENSEE RESPONSIBILITY

It shall be the responsibility of the Designated REALTOR® (DR) to ensure that licensees and State Certified Appraisers newly affiliated with their firm either 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, or the DR must submit Non-member dues for such licensees. These requirements must be completed immediately upon affiliation. The Designated REALTOR® will be advised and billed for any licensee as a non-member per the GBRAR bylaws.

X. INCOME TAX DEDUCTIBILITY NOTICE

Contributions or gifts to the Greater Baton Rouge Association of REALTORS®, Inc., the Louisiana REALTORS® Association, the NATIONAL ASSOCIATION OF REALTORS®, 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.

XI. Communication Authorization

By signing below I consent to receive communications from Greater Baton Rouge Association of REALTORS®, GBRAR Commercial Investment Division (CID) , LA Commercial Database (LACDB), National Association of REALTORS®, Louisiana REALTORS®, Women’s Council of REALTORS®, CCIM, IREM, and other Divisions or Councils of the REALTOR® Association which I may have a designation or subscribe as a member, to communicate information to me via Phone, Fax, U.S. Mail and Email at the addresses, phone and fax numbers provided in this application and any subsequent numbers or addresses which applicant provides. Please remember to provide us with changes in address, phone, fax or email so we can keep your information current and provide timely communication to you.

I certify that I have read this agreement, consent thereto, and agree to be bound by the above and foregoing. I certify that the information given in this Application is true, complete and correct.

Signature of Applicant

Date

FOR OFFICE USE ONLY

Date Application Received _____ Staff _____

Copy of Real Estate or Appraiser License Attached _____

Application Processed by/Date: _____

Date Approved by Board of Directors _____

Date Scheduled Orientation _____ Attended Orientation _____

Effective Membership Date _____ Effective MLS Start Date _____

- 1. Copy of Real Estate License or LA State Appraiser Certification must accompany application.**
- 2. Application must be signed by Applicant.**
- 3. Payment of fees must accompany this application.**