

TIGAR

The Inland Gateway
Association of REALTORS®

www.tigar.org

Ph: 951.735.5121 Fax: 951.735-0335

APPLICATION FOR REALTOR® AND/OR MLS MEMBERSHIP

MEMBERSHIP TYPE

1. I apply for the following category of membership:

REALTOR®

MLS Broker Participant

Designated REALTOR® (Broker of Record)

MLS Salesperson Subscriber

MLS Appraiser Participant

New Licensee Member

Association Transfer Member

Secondary Member

MEMBER INFORMATION

2. Name: (as it appears on your license) _____

3. Nickname: _____

4. Firm Name: _____

5. Firm Address: _____

(Street)

(City)

(State)

(Zip)

6. Firm Telephone Number : _____ Firm Fax Number : _____

7. List all other DBA's: _____

8. Home Address : _____

(No P.O. Box) (Street)

(City)

(State)

(Zip)

9. Home Telephone Number: () _____ Home Fax Number: () _____

Cell Number: () _____ Voicemail () _____

10. Which do you want as the primary mailing address? _____ Home _____ Firm

11. E-Mail Address: _____ Birth Date (M/D): _____ / _____ /XXXX

12. DRE License # _____ OREA Appraisers License # _____

Type: Broker

Type: Certified General

Salesperson

Certified Residential

Corporate

Licensed

Expiration Date: _____

Expiration Date: _____

13. Professional Designations: GRI CRS Other (please specify) _____

14. List all Boards/Associations of REALTORS® and MLS to which you CURRENTLY BELONG:

Participant or Subscriber _____

List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED:

Participant or Subscriber _____

Your NRDS Number (9 digit # assigned by NAR): _____

National REALTOR® Data System number if previous member of an Association

15. 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® or REALTOR-ASSOCIATE® membership. 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 a MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as a MLS Subscriber. If applicable, please complete below:

Name of Designated REALTOR® (Broker of Record) : _____

Designated REALTOR® DRE or OREA License # : _____

Name of MLS Broker or Appraiser Participant: _____

MLS Broker or Appraiser Participant DRE or OREA License #: _____

16. MLS Broker Participants ONLY: To be eligible for MLS Membership, MLS Broker Participants must offer and/or accept compensation in the capacity of a real estate broker.

I certify that I actively endeavor during the operation of my real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

Yes, I certify.

No, I cannot certify

17. **Designated REALTOR®/MLS Broker and Appraiser Participant Applicants ONLY:**
Designated REALTOR® and MLS Broker and Appraiser Participant applicants must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/Association of any changes, additions, or deletions from the list. 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 #.

18. I am (check the applicable boxes): Sole Proprietor General Manager
 Corporate Officer Branch Office Manager

19. If you checked any box in question 18, you must answer the following:

A. Are you or your firm subject to any pending bankruptcy proceedings?

Yes No

B. Have you or your firm been adjudged bankrupt within the last three (3) years?

Yes No

If you answered yes to (a) or (b), you may be required to make cash payments for membership dues and MLS fees.

C. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violations of:

- (i) civil rights laws Yes, I certify No, I cannot certify
(ii) real estate licensing laws Yes, I certify No, I cannot certify
(iii) any felony or crime of moral turpitude Yes, I certify No, I cannot certify

If you could not certify one or more of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

20. Have you even been disciplined by any of the above Boards/Associations or MLSs listed in question 14?

Yes. If yes, attach copies of the discipline. No

21. 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.** 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® 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® or REALTOR-ASSOCIATE®.** I understand that the professional designations REALTOR® and REALTOR-ASSOCIATE® are 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® or REALTOR-ASSOCIATE®, I will discontinue use of the term REALTOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals or any other medium.

3. **Orientation.** I understand that TIGAR requires orientation. I must complete such orientation prior to becoming a member of The Inland Gateway Association of REALTORS® or MLS.
4. **No refund.** I understand that TIGAR 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.
5. **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 MS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, continue to hold, any type of membership to release all my membership of 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.
6. **SIGNS.** PLEASE BE ADVISED THAT MOST MUNICIPALITIES AND HOMEOWNER'S ASSOCIATIONS HAVE VERY SPECIFIC ORDINANCES REGARDING SIGNS AND IT IS YOUR RESPONSIBILITY TO ENSURE COMPLIANCE. VIOLATIONS WILL BE SUBJECT TO SPECIFIC MUNICIPALITY AND ORGANIZATIONAL ENFORCEMENT POLICIES AS WELL AS PROFESSIONAL STANDARDS PRACTICES. TIGAR'S LOCAL MUNICIPAL SIGN ORDINANCES CAN BE LOCATED AT www.tigar.org.
7. **BUSINESS LICENSES:** PLEASE BE ADVISED THAT MOST MUNICIPALITIES HAVE VERY SPECIFIC REQUIREMENTS REGARDING BUSINESS LICENSES AND IT IS YOUR RESPONSIBILITY TO ENSURE COMPLIANCE. VIOLATIONS WILL BE SUBJECT TO SPECIFIC MUNICIPALITY ENFORCEMENT POLICIES AS WELL AS PROFESSIONAL STANDARDS PRACTICES. TIGAR'S LOCAL MUNICIPAL BUSINESS LICENSE REQUIREMENTS CAN BE LOCATED AT www.tigar.org.
8. By signing below, I expressly authorize TIGAR, 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 or listed in IMS or MLS services, material advertising the availability of our quality of any property, goods or services offered, endorsed or promoted by TIGAR.
9. 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 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 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 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 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 and ultimate termination of MLS services.
- G. I will not lend or make available my lockbox key 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 key 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 the Board/Association which owns the MLS and the Board/Association may pursue its legal remedies against me to recover such damages.

10. **REALTOR®, REALTOR-ASSOCIATE® 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 a 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 disputers 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.

TIGAR Membership Information by completing the application will provide provisional membership subject to the completion of requirements and verification of records, receipt of any “core” files from prior associations, and approval of the TIGAR Membership Committee and ratification by the TIGAR Board of Directors. There are 2 Mandatory Orientation requirements;

Step 1 – NAR Ethics course & Test, with passing grade & certificate proceed to step 2

Step 2 – TIGAR Orientation Connect (2hr meeting) Leadership briefing and you are sworn in as a

REALTOR® This MUST be completed within the first 90 days or a \$50.00 assessment fee applies with subject to termination.

Payment procedures for dues, fees and other services are posted on the tigar.org website under Internet Services (IMS) and with your public and private ID you may pay these online. ALL Membership dues, MLS fees, lockbox leases, event registration are posted on your account regularly and it is your RESPONSIBILITY to sign on and check your current invoice status.

Lockboxes

TIGAR offers a lease program for lockboxes of \$4.00 per month with a minimum 3 month lease period and renewal. YOU ARE SOLELY RESPONSIBLE FOR PROMPT PAYMENTS TO AVOID LATE FEES OR SUSPENSION OF MLS AND KEY SERVICES. All financial obligations MUST be paid in full prior to terminating membership and attempting to join another association will incur a \$150.00 assessment fee per lockbox and delay in MLS services to be transferred.

SIGNATURE & ACKNOWLEDGMENT SECTION

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. Brokers take full responsibility for licensee, and will be financially responsible for any and all fees for lockboxes and MLS services during the time in which the licensee is on the DRE roster. Broker is responsible for making changes in DRE and association roster and the Association is held harmless for fees assessed due to a failure to process licensees accordingly. In addition it is the Broker's sole responsibility to notify the association of member or licensee changes within 48 hours. BROKERS MUST SIGN THIS APPLICATION IN ORDER FOR APPLICATION TO BE PROCESSED!

Signature of Applicant **(REQUIRED)** Date of Signature

Signature of Designated REALTOR® (Broker of Record) **(REQUIRED)** Date of Signature

Signature of MLS Broker Participant **(REQUIRED if applying as MLS only)** Date of Signature

**When you have completed the application simply fax it to TIGAR at 951-735-0335 or come into the TIGAR office located at 321 E. Sixth St., Corona, CA 92879. Applications are processed within 24 hours of receipt as long as the application is fully completed, with signatures and payment. If you have any questions please contact Marie at 951-735-5121.