Fresno Association of REALTORS® 6720 N. West Fresno, CA 93711 Phone (559)490-6400 Fax (559)490-6464

Joined Date	
Member #	
Office #	

Application for REALTOR® and/or Multiple Listing Service (M.L.S.) Membership

	r apply for the following categories of membership.	
	Principle REALTOR® (Broker) MLS Broker Participant Non Principle REALTOR® (Agent) MLS Agent Subscriber MLS Appraiser Participant	
ne	* A Valid Photo ID or Driver's License is <u>Required</u> to Process This Applica eral Information	ıtion [;]
	Name (as it appears on your license)	
	Name for Membership (if different)	
	Firm Name	
	Firm Address street city state zip co	 ode
	Firm Telephone Number Firm Fax Number	
	Home Address city state zip co	
	Contact Number Home Fax Number	
	Please mail any FAR/MLS correspondence to my (check one): Firm Home	
	E-Mail address Social Security # (last 4 digits)	
	Website	
	BRE License # Expiration Date	
	Type (check one) Broker Salesperson Corporate	
	Professional Designations GRI CRS Other(s)	
	Have you ever been a member of an Association of REALTORS® or MLS service? Yes	_ No
	If yes, where?	
	Persons other than principles, partners, corporate officers or branch office managers of real estate firm employed by or affiliated with a Principal REALTOR® to be eligible for REALTOR® membership. Principles, Partners, Corporate Officers or Branch Office Managers of real estate firms who hold a valicense must remain employed by or affiliated with a MLS Broker Participant or MLS Appraiser PartiMLS Subscriber. If applicable, please complete below:	Perso alid Ca

Name of Principal REALTOR® (Broker)	
Principal REALTOR® DRE License #	Expiration Date
Name of MLS Broker or Appraiser Participant	
MLS Broker or Appraiser Participant DRE or OREA License # _	

16. Principal REALTOR®/MLS Broker and Appraiser Participant Applicants Only.

Principal REALTOR® and MLS Broker and Appraisal Participant applications must provide the Association a list of licensees employed by or affiliated with them and must also regularly update the Association on any changes, additions, or deletions from the list. On a separate sheet or form, please list <u>all</u> licensees under your license, including their name, the type of license and their DRE or OREA License #.

General Terms and Conditions of Membership

- 1. **Bylaws, Policies and Rules and Regulations.** I agree to abide by the Bylaws, Policies and Rules and Regulations of the Fresno Association of REALTORS® (F.A.R.), the Bylaws, Policies and Rules of the California Association of REALTORS® (C.A.R.), the Bylaws, Policies and Rules of the National Association of REALTORS® (N.A.R.), all as may from time to time be amended.
- 2. **Use of the term REALTOR®.** I understand that the professional designation REALTOR® is a federally registered trademark of the National Association of REALTORS® (N.A.R.) and use of the designation is subject to N.A.R. Rules and Regulations. I agree, that I cannot use the professional designation until this application is approved, all my membership requirements are completed, and I am notified of membership approval of this designation. I further agree that should I cease to be a REALTOR®, I will cease use of the term REALTOR® and Logo in all business cards, certificates, signs, seals or any other medium.
- 3. **Orientation.** I understand in order to achieve full REALTOR® status I must attend Orientation provided to me by the Fresno Association of REALTORS® as mandated by the California Association of REALTORS®. **\$100.00 Orientation Deposit*. *Refunded to you if Orientation is completed within 90 days from joining date, in the event orientation is not attended with in 90 days, deposit is forfeited.**
- 4. **No Refund.** I understand that my F.A.R. Dues and Fresno Multiple Listing Service 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 Fresno Association of REALTORS® or its representatives to verify any information provide by me in this application by any method including the California Department of Real Estate, my current or past responsible Broker or Principal REALTOR®, or 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 the Fresno Association of REALTORS®, including information regarding all final findings of Code of Ethics violations or other membership duties within the past three years; pending ethics complaints (or hearings); unsatisfied discipline pending; pending arbitration; requests (or hearings); and 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 Fresno Association of REALTORS®, 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. By signing below, I expressly authorize the Fresno Association of REALTORS®, California Association of REALTORS® and National Association of REALTORS® and their subsidiaries or representatives to fax or e-mail me, at the fax number and e-mails addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Association.
- 7. **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 Fresno MLS Rules and Regulations and, if applicable, the CRMLS 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 and Regulations.
 - B. I agree not to reproduce any portion of the active listings except as provided in the MLS Rules and Regulations.
 - C. I agree not to download MLS data except as provided in the MLS Rules and Regulations.

- D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS Rules and Regulations 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 and Regulations. 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 and Regulations.
- 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 users 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 disciplinary and ultimate termination of MLS Services.
- G. The security of homeowners depends on the security of the lockbox system. I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand the Fresno Association of REALTORS® 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 liable for these costs. I understand in the event of a lost or stolen ActiveKEY, my current deposit is forfeited. Replacement Key deposit is as follows: 2nd Key = 120.00, 3rd Key = 180.00, 4th Key = 240.00 etc.
- H. I understand that by installing Fresno MLS mobile applications, I agree to be bound by the terms of the Fresno MLS Rules & Regulations.
- I. I understand and agree that the above statements are in addition to the MLS Rules and Regulations, to which I have also agreed. Violation of any Fresno MLS Rules and Regulations or, if applicable, the CRMLS Rules and Regulations, may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to the Fresno Association of REALTORS® which owns the MLS and the Association may pursue its own legal remedies against me to recover such damages.

8. REALTOR® and MLS Applicants Only; Arbitration Agreement.

A condition of membership is the Fresno Association of REALTORS® as a REALTOR® and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) you agree for yourself and the corporation or firm for which you act as a partner, officer, principle or branch manager to binding arbitration of dispute with other REALTOR® members of this Association; with any member of the California or National Association of REALTORS®; and any client provided the client agrees to binding arbitration at the 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, principle or branch office manager to binding arbitration of disputes with other MLS participants and subscribers; or any other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with this Association through a Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association Rules and Procedures of Arbitration.

I certify that I have read and agree to the terms and conditions of this application, including the privacy policy, and that all information given in this application is true and correct.

Signature of Applicant	Date
Signature of Principal REALTOR®	_Date
Signature of MLS Broker Participant	_Date

<u>ATTENTION</u>: REALTOR® Fees are prorated and change on the 1st of each month. MLS Fees & Key Access Fees are prorated and change on the 25th of each month

Fresno REALTOR® Dues and Fees credit card, or cashier's Orientation Deposit (refunded if taken \$100.00 check within 90 days of join date, forfeited if not) Entry Fee (one time if renewed annually) \$180.00 F.A.R. Dues \$27.47 From Oct 2018 Thru Dec 2018 C.A.R. Dues \$71.00 From Oct 2018 Thru Dec 2018 N.A.R. Dues \$65.00 From Oct 2018 Thru Dec 2018 **REALTOR® Dues Total** \$443.47 Annual Dues Prorated for Joining Month REALTOR® Action Fund* \$20.00 OR \$49.00 OR \$148.00 **Total with Optional Contribution*** \$463.47 OR \$492.47 OR \$591.47 Fresno Multiple Listing Service (FMLS) Fees **REALTOR®** Member **MLS Only Member** Broker or Appraisal Entry Fee (one time) \$160.00 \$160.00 (Brokers Only) Entry Fee (waived if FAR entry fee is paid) \$0.00 \$100.00 (Agents Only) MLS Only Member Orientation Deposit \$0.00 \$100.00 (refunded if taken within 90 days of join date, forfeited if not) Service Fees (\$90.00 Semi-Annually) \$105.00 From Oct 2018 Thru Apr 2019 \$105.00 Data Fee (\$120.00 Semi-Annually) \$140.00 From Oct 2018 Thru Apr 2019 \$140.00 **FMLS Fees Total** (Agent) \$245.00 \$445.00 **FMLS Fees Total** (Broker) \$405.00 \$505.00 **Secondary CRMLS Access** Secondary MLS access requires FMLS membership Service and Data Fees (\$140.00 Semi-Annually) \$163.33 From Oct 2018 Thru Apr 2019 \$163.33 MLS-Touch MLS-Touch & Trends Stat Reporting REALTOR® Member Benefit \$4.95/month* (App Download is good for 2 mobile devices: phone/tablet) *MLS-Touch/Trends is billed Semi-Annually with MLS Dues (\$29.70) **Express Key** Deposit (One Time) \$60.00 Initialization Fee \$85.00 Access Fee** (\$193.71 Annually) \$80.71 From Oct 2018 Thru Feb 2019 **Express Key Total** \$225.71 Annual Dues Prorated for Joining Month eKEY Activation (One Time) \$50.00 Service Level Basic: \$15.13/month Pro: \$30.76/month Co-Op Key Access Fee*** (\$193.71 Annually) \$80.71 From Oct 2018 Thru Feb 2019

Total Amount Paid

*All fees are non-refundable and payable by cash, check,

^{*}Contributions or gifts to the Fresno, California, and National Association of REALTORS®, IMPAC and CREPAC 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 Political Survival 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 in C.A.R. or M.L.S.

^{**} Amount includes 8.225% sales tax.

^{***} Co-Op Key applies to all lockbox keys

Fresno Multiple Listing Service (FMLS) ExpressKEY System Access Agreement

	HERE	EBY AGREED AMONG The Fresno Multiple Listing Service FMLS	(Broker of)
1. ExpressKEY Deposit-PMLS. In the event of violation of any provision of this agreement, the deposit shall be forfeited by the BROKER/ASSOCIATE, which represe the held by FMLS. In the event of violation of any provision of this agreement, the deposit shall be forfeited by the BROKER/ASSOCIATE provision of the BROKER/ASSOCIATE provision of the BROKER/ASSOCIATE provision of the BROKER/ASSOCIATE and BROKER and ASSOCIATE hereby waive any claim to any interest on shall be retained by FMLS as partial consideration for its services and BROKER and ASSOCIATE hereby waive any claim to any interest on shall be retained by FMLS as partial consideration for its services and BROKER and ASSOCIATE hereby waive any claim to any interest on the following events. 8. RETURN OF ExpressKEY - BROKER/ASSOCIATE agrees to return the ExpressKEY within 48 hours of receipt of a request to do so by FM days of any of the following events. 8. Termination of ASSOCIATE agrees to return the ExpressKEY within 48 hours of receipt of a request to do so by FM days of any of the following events. 8. Termination of ASSOCIATE as association with BROKER for any reason. In the event of death of ASSOCIATE, as SOCIATE, as an active member in good standing with the Fresso Multiple Listing Service. 8. Termination of ASSOCIATE as association with BROKER for any reason. In the event of death of ASSOCIATE, as SOCIATE, as a service member in good standing with the Fresso Multiple Listing Service and payable than a service of the deposit of ASSOCIATE as a service were provided herein shall result in forfeiture of the deposit of the deposit of ASSOCIATE. Full automatically by renewed on a year passoon and the event of death of ASSOCIATE as a service provided passociated with the cecution of this form (fees will be promoted for the fisser instituted by either party. 9. SYSTEM ACCESS FEE-BROKER/ASSOCIATE hereby agrees to pay to the Fresso Multiple Listing Service and payable upon the capture of the deposit of ASSOCIATE as a payable upon the cecution of this fo			Company Name and Broker's Associa
be held by FMLS. In the event of violation of any provision of this agreement, the deposit shall be forfeited by the BROKER/ASSOCIATE is shall be retained by FMLS on and its scer FMLS. RETURN OF ExpressKEY -BROKER/ASSOCIATE acrees to return the ExpressKEY within 48 hours of receipt of a request to do so by FW days of any of the following events: a. Termination of cither BROKER or ASSOCIATE as an active member in good standing with the Fresson Multiple Listing Service. b. Termination of ASSOCIATE's association with BROKER for any reason. In the event of death of ASSOCIATE, ASSOCIATE's personal representatives shall surrender the ExpressKEY as fall. Sand shall be entitled to a return d without interest of the deposit ASSOCIATE personal representatives shall surrender the ExpressKEY as fall. Sand shall be entitled to a return d without interest of the deposit ASSOCIATE personal representatives shall surrender the ExpressKEY and list surface and payable Marcel 15 for each year this agreement entitle sing for the fiscal year of March 1 – February 28. Each subsequent yea and payable March 1 for each year this agreement remains in effect. At time of Termination, any usused portion of the System Access fee. Intra year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28.) Each subsequent yea and payable March 1 for each year this agreement remains in effect. At time of Termination, any usused portion of the System Access fee. Intra year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28.) Each subsequent yea and payable March 1 for fees have a fee and the property of System. The Systems			(Associate) Witnesse
HALS. RETURN OF ExpressKEY -BROKER/ASSOCIATE agrees to return the ExpressKEY within 48 hours of receipt of a request to do so by FM days of any of the following events: a. Termination of cither BROKER or ASSOCIATE as an active member in good standing with the Fresso Multiple Listing Service. b. Termination of ASSOCIATE; association with BROKER for any reason. In the event of death of ASSOCIATE, ASSOCIATE, September 19 personal representatives shall surrender the ExpressKEY to FMLS and shall be entitled to a refund with interest of the deposit to ASSOCIATE. Failure to return the ExpressKEY as provided herein shall result in forfeiture of the deposit to FMLS. c. This agreement shall automatically be renewed on a yearly basis unless terminated by either party. SYSTEM ACCESS FEE-BROKER/ASSOCIATE hereby agrees to pay to the Fresso Multiple Listing Service an annual System Access fee. first year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent yea and payable March 1º for each year this agreement remains in effect. At time of Termination, any unused portion of the System Access Fee Service previously paid shall be forfieled by BROKER/ASSOCIATE and BROKER/ASSOCIATE and BROKER/ASSOCIATE to access the System and the property of Supra. The System Access the Company of the System Access Fee Service previously paid shall be forfieled by a BROKER/ASSOCIATE and BROKER/ASSOCIATE to access the System System Access service previously paid shall be forfrieded by a rea and shall at all times eremain the property of Supra. The software and all applicable rights in patents, copyrights, trade secret rademarks associated with the ExpressKEY are and shall at all times remain the property of Supra. However, when used in conjunction with itsed in the Fresso Multiple Listing Service (FMES) and the ExpressKEY and the Express	b s	be held by FMLS. In the event of violation of any provision of this as shall be refunded upon return of the ExpressKEY by BROKER/ASSO	agreement, the deposit shall be forfeited by the BROKER/ASSOCIATE. The deposit OCIATE prior to breach of this agreement. Interest earned by FMLS on the deposit
3. RETURN OF ExpressKEY - BROKER/ASSOCIATE agrees to return the ExpressKEY within 48 hours of receipt of a request to do so by Fb days of any of the following; events: a. Termination of either BROKER or ASSOCIATE as an active member in good standing with the Fresno Multiple Listing Service. b. Termination of SASOCIATE's association with BROKER for any reason. In the event of death of ACCIATE, ASSOCIATE, association with BROKER for any reason. In the event of death of ACCIATE, ASSOCIATE personal representatives shall surrender the ExpressKEY to PMLS and shall be entitled to a refund without interest of the deposit of ASSOCIATE relative to return the ExpressKEY as provided herein shall result in forfeiture of the deposit to ASSOCIATE relative to return the ExpressKEY as provided herein shall result in forfeiture of the deposit to ACCIES FEE-BROKER/ASSOCIATE hereby agrees to pay to the Fresno Multiple Listing Service an annual System Access fee. first year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent year and payable March 1 ⁸ for each year this agreement remains in effect. At time of Termination, any unusced portion of the System Access Fee Service previously paid shall be forfeited by BROKER/ASSOCIATE and BROKER/ASSOCIATE shall not be entitled to a refund. 1. TITLE AND SECURITY OF ExpressKEY — The Fresno Multiple Listing Service hereby allows BROKER/ASSOCIATE to access the System System ExpressKEY and its secret code. BROKER/ASSOCIATE hereby acknowledges and agrees that the System, including all its componen ExpressKEY. Are and shall at all times remain the property of Supra. Hoovever, when used in conjunction with listed in the Fresno Multiple Listing Service (FM System) and the proposal by a special pay and the construction of the ExpressKEY in BROKER/ASSOCIATE is accessed to the ExpressKEY of the presno Multiple Listing Service (FM LS) as a result of BROKER/ASSOCIATE accessed the ExpressKEY will result in a forfeited depo			ges receipt of ExpressKEY# and its secret code from
a. Termination of either BROKER or ASSOCIATE as an active member in good standing with the Fresno Multiple Listing Service. b. Termination of ASSOCIATE: ASSOCIATE in the ExpressKEY or Spruided herein shall result in forfeiture of the deposit to FMLS. c. This agreement shall automatically be renewed on a yearly basis unless terminated by either party. 4. SYSTEM ACCESS FEE-BROKEFIASSOCIATE hereby agrees to pay to the Fresno Multiple Listing Service an annual System Access fee. first year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent year and payable March 1 for each year this agreement remains in effect. At time of Termination, any unused portion of the System Access fee. First year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent year and payable March 1 for each year this agreement remains in effect. At time of Termination, any unused portion of the System Access fee. Service previously paid shall be forfeited by BROKER/ASSOCIATE and BROKER/ASSOCIATE in the System (ACCESS) (n the ExpressKEY within 48 hours of receipt of a request to do so by FMLS or within
 SYSTEM ACCESS FEE-BROKER/ASSOCIATE hereby agrees to pay to the Fresson Multiple Listing Service and manual System Access fee, first year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent yea and payable March 1 for each year this agreement remains in effect. At time of Termination, any unused portion of the System Access Fee I Service previously paid shall be forfeited by BROKER/ASSOCIATE and BROKER/ASSOCIATE shall not be entitled to a refund. TITLE AND SECURITY OF ExpressKEY. The Fresno Multiple Listing Service hereby allows BROKER/ASSOCIATE to access the Syster Supra ExpressKEY and its secret code. BROKER/ASSOCIATE hereby acknowledges and agrees that the System, including all its component ExpressKEY, are and shall at all times remain the property of Supra. However, when used in conjunction with listed in the Fresno Multiple Listing Service, the BROKER/SASSOCIATE agrees to the following:	d	 a. Termination of either BROKER or ASSOCIATE as an act b. Termination of ASSOCIATE'S association with BROKER personal representatives shall surrender the ExpressKEY to ASSOCIATE. Failure to return the ExpressKEY as provided in the ExpressKEY and ExpressKEY as provided in the Express in the Expr	R for any reason. In the event of death of ASSOCIATE, ASSOCIATE'S heirs or to FMLS and shall be entitled to a refund without interest of the deposit due ded herein shall result in forfeiture of the deposit to FMLS.
 5. TITLE ÅND SEČÜRITY OF ExpressKEY - The Fresso Multiple Listing Service hereby allows BROKER/ASSOCIATE to access the System SupressKEY and its secret code. BROKER/ASSOCIATE hereby acknowledges and agrees that the System, including all its componene ExpressKEY, are and shall at all times remain the property of Supra. The software and all applicable rights in patents, copyrights, trade secret trademarks associated with the ExpressKEY are and shall at all times remain the property of Supra. However, when used in conjunction with listed in the Fresno Multiple Listing Service, the BROKER/SASSOCIATE is grees to the following:	f	SYSTEM ACCESS FEE-BROKER/ASSOCIATE hereby agrees to print year is payable upon the execution of this form (fees will be pro-	oay to the Fresno Multiple Listing Service an annual System Access fee. The fee for t rated for the fiscal year of March 1 – February 28). Each subsequent year's fee is due
b. To not allow his/her personal ID number (PIN) to be attached to the ExpressKEY. c. To not loan the ExpressKEY to any person whatsoever, or to permit the ExpressKEY to be used for any other purpose by any othe d. To not assign, transfer, or pledge this ExpressKEY. e. To immediately notify the Fresno Multiple Listing Service (FMLS) in writing of the loss or theft of an ExpressKEY and the cir surrounding such as loss or theft. Loss or theft of the ExpressKEY will result in forfeiture of the deposit. f. To follow all additional security procedures as specified by Fresno Multiple Listing Service (FMLS). g. BROKER/ASSOCIATE acknowledges that the ExpressKEY remains updated as long as it has 10 minutes of continuous cellular proday. Any update code required, will only be given to the Keyholder as long as that Keyholder is in good standing with the FMLS. 6. BROKER/ASSOCIATE understands that the ExpressKEY and related equipment are being leased from Fresno Multiple Listing Service (FM terms of this agreement. Failure to return all, or damaged equipment (Re. marking, etching, defacing), will result in a forfeited deposit and ac charges to replace the product to its original state. Replacement fees are as follows: ExpressKEY - \$249.00 7. IDEMNIFICATION – BROKER/ASSOCIATE covenants and agrees to indemnify and hold the Fresno Multiple Listing Service (FMLS) han and all liability, obligations, or demands against Fresno Multiple Listing Service (FMLS) as a result of BROKER'SASSOCIATE'S loss or understand the product to the service of the service of the service (FMLS) as a result of BROKER'SASSOCIATE as a result of BROKER'SASSOCI	5. T S E tr	FITLE AND SECURITY OF ExpressKEY - The Fresno Multiple Lis Supra ExpressKEY and its secret code. BROKER/ASSOCIATE here ExpressKEY, are and shall at all times remain the property of Supra. rademarks associated with the ExpressKEY are and shall at all times isted in the Fresno Multiple Listing Service, the BROKER'S/ASSOC	sting Service hereby allows BROKER/ASSOCIATE to access the System by use of a eby acknowledges and agrees that the System, including all its components, and the The software and all applicable rights in patents, copyrights, trade secrets, and a remain the property of Supra. However, when used in conjunction with properties CIATE agrees to the following:
g. BROKER/ASSOCIATE acknowledges that the ExpressKEY remains updated as long as it has 10 minutes of continuous cellular p day. Any update code required, will only be given to the Keyholder as long as that Keyholder is in good standing with the FMLS. 6. BROKER/ASSOCIATE understands that the ExpressKEY and related equipment are being leased from Fresno Multiple Listing Service (FM terms of this agreement. Failure to return all, or damaged equipment (Re. marking, etching, defacing), will result in a forfeited deposit and ac charges to replace the product to its original state. Replacement fees are as follows: ExpressKEY - \$249.00 7. IDEMNIFICATION – BROKER/ASSOCIATE covenants and agrees to indemnify and hold the Fresno Multiple Listing Service (FMLS) har and all liability, obligations, or demands against Fresno Multiple Listing Service (FMLS) as a result of BROKER'S/ASSOCIATE'S loss or u ExpressKEY including, but not limited to, any and all liabilities, including attorney's fees, incurred by Fresno Multiple Listing Service (FML damage or injury to premises arising out of the use by BROKER/ASSOCIATE or by any other person of the ExpressKEY. 8. REIMBURSEMENT – BROKER/ASSOCIATE agrees to reimburse Fresno Multiple Listing Service (FMLS) for any and all expenses incurred Multiple Listing Service's (FMLS's) attempting to recover the ExpressKEY from BROKER/ASSOCIATE as a result of BROKER'SASSOC to surrender the ExpressKEY in accordance with this agreement. In the event the Fresno Multiple Listing Service (FMLS) commences legal against BROKER/ASSOCIATE to recover the ExpressKEY or to enforce or interpret any of the provisions of this agreement, BROKER/ASSOCIATE are so pay all costs incurred by Fresno Multiple Listing Service (FMLS) to enforce or interpret any of the provisions of this agreement, BROKER/ASSOCIATE are so pay all costs incurred by Fresno Multiple Listing Service (FMLS) to enforce or interpret any of the provisions of this agreement, BROKER/ASSOCIATE in fact associated with BROKER in an effort to sell re		 c. To not loan the ExpressKEY to any person whatsoever, or d. To not assign, transfer, or pledge this ExpressKEY e. To immediately notify the Fresno Multiple Listing Servic surrounding such as loss or theft. Loss or theft of the Expression 	r to permit the ExpressKEY to be used for any other purpose by any other person. ce (FMLS) in writing of the loss or theft of an ExpressKEY and the circumstances pressKEY will result in forfeiture of the deposit.
and all liability, obligations, or demands against Fresno Multiple Listing Service (FMLS) as a result of BROKER'S/ASSOCIATE'S loss or u ExpressKEY including, but not limited to, any and all liabilities, including attorney's fees, incurred by Fresno Multiple Listing Service (FML damage or injury to premises arising out of the use by BROKER/ASSOCIATE or by any other person of the ExpressKEY. 8. REIMBURSEMENT – BROKER/ASSOCIATE agrees to reimburse Fresno Multiple Listing Service (FMLS) for any and all expenses incurred Multiple Listing Service's (FMLS's) attempting to recover the ExpressKEY from BROKER/ASSOCIATE as a result of BROKER'S/ASSOC to surrender the ExpressKEY in accordance with this agreement. In the event the Fresno Multiple Listing Service (FMLS) commences legal against BROKER/ASSOCIATE to recover the ExpressKEY or to enforce or interpret any of the provisions of this agreement, BROKER/ASS agrees to pay all costs incurred by Fresno Multiple Listing Service (FMLS) together with reasonable attorney's fees as determined by the cou appeal, if any. 9. BROKER'S RESPONSIBILITY-BROKER confirms that BROKER is both a licensed real estate broker and an active member of the organiz herein. Further, BROKER confirms that ASSOCIATE is in fact associated with BROKER in an effort to sell real estate through the same but that ASSOCIATE does have a real estate license, and that BROKER is jointly and severally liable with ASSOCIATE. 10. FORFETTURE and DEPOSIT/DEFAULT – Failure to abide by all provisions of this lease shall result in forfeiture. Forfeiture of the Express shall be in addition to and not in lieu of any other remedy available to the Fresno Multiple Listing Service (FMLS). 11. By signing this agreement, all parties agree to abide by the MLS Rules and Regulations, as from time to time amended, included but not limit mentioned rules. 12. Broker's Signature 13. Broker's Signature	te	g. BROKER/ASSOCIATE acknowledges that the ExpressKE day. Any update code required, will only be given to the BROKER/ASSOCIATE understands that the ExpressKEY and related terms of this agreement. Failure to return all, or damaged equipment tharges to replace the product to its original state. Replacement fees a	EY remains updated as long as it has 10 minutes of continuous cellular phone access Keyholder as long as that Keyholder is in good standing with the FMLS. Ed equipment are being leased from Fresno Multiple Listing Service (FMLS) under the (Re. marking, etching, defacing), will result in a forfeited deposit and additional
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	11. E	By signing this agreement, all parties agree to abide by the MLS Rule	
Contact Phone Broker's Company	Associ	ate's Signature	Broker's Signature
	Contac	et Phone	Broker's Company
FAR Staff Broker's License Number	EAD C	toff	Broker's License Number

Date

The FRESNO ASSOCIATION OF REALTORS® Member Information Privacy Policy

The FRESNO ASSOCIATION OF REALTORS® ("F.A.R.") has created this Member Information Privacy Policy to demonstrate its firm commitment to the privacy of member information and so that you, as a member of F.A.R., will be aware of the uses made of your member information by F.A.R.

- 1. **CONFIDENTIAL.** In general, all member information provided to F.A.R. by its members is treated as confidential and F.A.R. uses its best efforts to keep such information confidential and prevent unauthorized use. We will not share, sell or otherwise provide your information to any third party except to the National Association of REALTORS®, California Association of REALTORS®, Rapattoni Corporation, or as described in this document. We maintain security procedures and standards which we believe are as safe as today's technology permits. We test these procedures and modify them regularly as new technologies become feasible.
- 2. **F.A.R. MEMBER COMMUNICATIONS.** F.A.R. will use your preferred contact information to send you regular and special membership communications and publications. For example, members of F.A.R. receive a weekly membership newsletter and we will need to access and use your preferred mailing address and/or e-mail address to send you this publication. Please note that the weekly newsletter is a member benefit and that all members will automatically be included in this mail/e-mail list.
 - "Preferred contact information" as used in this section and the remainder of this privacy policy is the information pertaining to your name, email address, mailing address, telephone and facsimile numbers which you indicated to F.A.R. as the preferred contact information to receive communications. For example, you may have indicated your business address as your preferred mailing address and your home telephone number as your preferred telephone number.
- 3. **MEMBER REQUESTS.** From time to time, you may contact F.A.R. and make requests. In order to respond to your request, we may need to access and use your member information. For example, we may need to access your preferred mailing address to send you the information you requested.
- 4. **MEMBER DIRECTORY**. As one of the many benefits of membership with F.A.R., we make available on our web sites, including www.fresnorealtors.com and www.fresnomls.com, a searchable database of our members called "Find A Member" or "Find A REALTOR®." The purpose of this directory is to assist the public and our membership in locating and contacting our members. The Directory contains searchable characteristics about our members, such as the member's name and/or company. The member information made available through these functions is intended to contain only the business information of our members. Under no circumstances will we intentionally display or make available your personal home addresses or telephone number in the REALTOR® Directory unless you indicated these to F.A.R. as your preferred contact information.
- 5. **MEMBER ROSTER.** A member benefit provided by F.A.R. is a printed member roster. This roster is a compilation of all the members of the Fresno Association of REALTORS®, and is only provided to members in good standing. This roster shall be treated as confidential, and shall not be reproduced or redistributed.
- 6. **NAMES OF DIRECTORS AND COMMITTEE MEMBERS; USE OF PREFERRED CONTACT INFORMATION.** For use by F.A.R. members and for purposes of conducting F.A.R. Board of Directors meetings, we make available on our web site (www.fresnorealtors.com) and in other print and electronic formats the names of those F.A.R. members serving as directors or committee members of F.A.R. In addition, in order to provide meeting related information and to send official Board of Directors notices, we access and use the preferred contact information of F.A.R. directors and committee members, including email and mailing addresses.
- 7. **REQUEST FROM THE PUBLIC.** If the public contacts F.A.R. and requests information regarding one of its members, we may check our member database and verify to the public whether the person(s) is in fact a member of F.A.R. We may also provide the public with the name and telephone number of the firm with which that member is affiliated. However, in no event will we provide personal information to the public, such as your home address and telephone number, unless you indicated these to F.A.R. as your preferred contact information or unless required by a subpoena, search warrant or other legal process or in the case of imminent physical harm to the public or other members.
- 8. **E-MAIL POLICY.** F.A.R does not provide access to its members or the public, to the e-mail database. However, as described in item 4 above, F.A.R. may include member e-mail information in the "Find A Member" or "Find A REALTOR®" functions.
- 9. **"LISTSERVS."** From time to time, F.A.R. may create and maintain a "listserv" for a particular topic or subject of interest to its members. A listserv is a program that sends emails to the addresses on the listserv's list. If you provided your email address to F.A.R., your email address may be used on a listserv. In other situations, the listserv may only be available if you affirmatively sign up to participate. In any event, if you decide you do not want to participate in a particular listserv, the first email you receive from the listserv should provide you instructions on how to opt out of the service.
- 10. **ORDERS; CREDIT CARD INFORMATION.** F.A.R. sells various real estate related products and services to its members. In order to process and complete orders, we may need to access your member information, such as your name, company name, address, state and zip code. This information will only be used to process your order (i.e. ship and mail your order) and to send you information regarding updates to the products or services you purchased. If you pay for your order by credit card, we will need to ask you for your credit card number and expiration date, which will be used solely to complete your order and otherwise kept confidential.
- 11. **CHOICE/OPT OUT.** F.A.R. recognizes the importance of your privacy. If you do not want your member information displayed or used in one or more of the manners described above, please read the following instructions:

To opt out of having your preferred contact information included in the Member Director, please FAX us at (559) 490-6464 or write us at: 6720 N. West Avenue, Fresno, CA 93711. Please be sure to specify in your FAX or writing that you want to have your preferred contact information removed from the F.A.R. Member Directory. To insure your request is processed timely and accurately, please provide the following information with your request: first name, last name, office name, F.A.R. member number, and your signature. F.A.R. will process your request as quickly as possible; however, your name may continue to be reproduced in the Member Directory until the request is ultimately processed. F.A.R. apologizes in advance for any inconveniences this may cause.

To opt out of the weekly email newsletter, simply click the "unsubscribe" link on the email message.

Please note, if you are a director or committee member of C.A.R., you cannot opt out of having your name reproduced and your preferred contact information used in the manner described in Sections 4 and 5 above.

- 12. **CORRECTIONS/UPDATES.** If there is member information about you which needs to be corrected or updated, please FAX us at (559) 490-6464 or write us at: 6720 N. West Avenue, Fresno, CA 93711.
- 13. **CONTACTING F.A.R.** If you have any questions about this Privacy Policy, please feel free to call us at (559) 490-6400 or write us at: 6720 N. West Avenue, Fresno, CA 93711.
- 14. **CHANGES IN THIS POLICY.** From time to time, F.A.R. may need to change this privacy policy to better meet the needs of its members. As such, we reserve the right to change this privacy policy at any time. Such changes may be made without prior notice so we encourage you to periodically check this privacy policy statement for changes that we may make. Changes to this policy will be effective when posted on F.A.R.'s web site unless determined otherwise by the F.A.R. Board of Directors.

Member Roster Privacy Policy Compliance Form

(print name) do hereby acknowledge that I have real understand, and agree to comply with the Member Information Privacy Policy of the Fresno Association REALTORS®. I also agree that I will not reproduce or redistribute, or allow any action that would reproduce or redistribute, this Member Roster.
also understand that, from time to time, the Fresno Association of REALTORS® may need to change the privacy policy to better meet the needs of its members. As such, we reserve the right to change this privacy policy at any time. Such changes may be made without prior notice so we encourage you to periodically checkins privacy policy statement for changes that we may make. Changes to this policy will be effective who posted on F.A.R.'s web site unless determined otherwise by the F.A.R. Board of Directors. I understand that is my responsibility to maintain compliance with any future modifications to this policy.
Signature Date

Avoid Late Fees!

Automatically charge fees to your credit card

C	heck any boxes that apply:
	All MLS Recurring Semi Annual fees (May 1st & November 1st) *CRMLS and Clerical MLS included
	MLS-Touch App fee (Charged to MLS only members: May 1st & November 1st)
	FAR Member Websites
	RETS Feed (May 1st & November 1st)
	Key Access Billing (March 1st)
	Real Estate Guide (date varies)
	Events, Classes, Seminars
	Store Items Purchased
	New Application Start-up fees (One time charge in the amount of \$)
N	Member Name:
1	Member number:
	Credit Card Type: □ Visa □ Mastercard □ American Express □ Discover
C	Credit Card #
F	Expiration date: CVC Code:
E	Billing Zip Code:
Si	gn: Date:
	rint:



6720 N. West Ave Fresno, CA 93711 Ph. 559-490-6400 Fax. 559-490-6464