

- 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.

22. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities for violations of:

- (i) civil rights laws within the last three (3) years
 Yes, I certify. No I cannot certify.
(ii) real estate license laws within the last three (3) years
 Yes, I certify. No I cannot certify.
(iii) criminal convictions where (1) the crime was punishable by death or imprisonment in excess of one year under the law under which you were convicted and (2) no more than ten (10) years have elapsed since the date of the conviction or your release from the confinement imposed for that conviction, whichever is the later date.
 Yes, I certify. No, I cannot certify.

If you could not certify any 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.

23. Have you ever been disciplined by any of the above Boards/Associations or MLSs in question 16?

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

24. Have you ever been disciplined by the BRE?

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®, 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® 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 regulation. 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 if the Board/Association or the MLS requires orientation, I must attend such orientation prior to becoming a member of the Board/Association or MLS.
4. **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.
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 Bureau 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, 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.

6. By signing below, I expressly authorize the Board/Association, including the local, 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, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/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 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 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 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.

Non-member Assessment =

Designated REALTORS® Dues \$ _____

Political Survival Contribution* (Voluntary) \$ _____

Dues Total \$ _____

MLS Application/Initiation Fees \$ _____

MLS Fees \$ _____

MLS Broker or Appraiser Participant

Non-MLS Subscriber Count _____X

Non-MLS Assessment=

MLS Broker or Appraiser Participant Fees: \$ _____

MLS FEES TOTAL \$ _____

Total Amount Paid \$ _____

Please indicate here if payment is by personal check. Yes No

FOR OFFICE USE ONLY

Check received in the amount of \$ _____

Orientation (if applicable) attended _____

Membership start date _____

MLS Participant/Subscriber start date _____

Date of Verification of License _____

Date Lockbox Key Issued _____

Office Code _____

C.A.R member Number _____

Primary Board/Association _____

*Contributions or gifts to the Board/Association, the California Association of REALTORS®, the 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® and REALTOR-ASSOCIATES® 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 status in C.A.R. or MLS.

Santa Maria Association of REALTORS®
MULTIPLE LISTING SERVICE
KEYCARD USAGE AGREEMENT

The Santa Maria Association of Realtors® (SMAOR) through its Multiple Listing Service (MLS) hereby agrees to lease a keycard and its personal “pin”, receipt of which is hereby acknowledged, and licenses its use for access to the Sentrilock keycard system of the Santa Maria Association of Realtors® on the following terms and conditions:

1. Access card holder is hereby granted a revocable license to use the keycard in connection with his/her normal and customary activities while as a real estate agent, under the terms and conditions set forth.
2. **Eligibility.** All MLS Participants and Subscribers are eligible to hold a keycard provided:
 - a. The keycard holder signs a usage agreement with the SMAOR.
 - b. To continue eligibility to use the system, membership with the Santa Ynez MLS must be active and all dues paid.
 - c. Cardholders must comply with all MLS rules relating to lock boxes.
3. **Revocation of Service.** The Participant or subscribers service shall be revoked by deactivating the keycard upon the happening of any of the following events.
 - a. Termination of eligibility as defined in paragraph 2.
 - b. Failure of keycard holder to perform in accordance with all the rules and conditions set forth in this agreement.
 - c. Failure to pay the yearly access fee.
4. **Security of Card.** Cardholder acknowledges that it is necessary to maintain the Security of the card to prevent its use by unauthorized persons and agrees:
 - a. To keep the keycard in keycard holder’s possession or in a safe place at all times and to be accountable to SMAOR for the keycard.
 - b. Not to allow keycard holder’s personal identification number (pin) to be attached to the card, nor disclose it to a third party.
 - c. Not to loan the card to any person, for any purpose, or to permit the card to be used for any purpose by another person.
 - d. To immediately notify the SMAOR of the loss or theft of a keycard.
 - e. To follow all additional rules and regulations as specified in this agreement or as adopted by the SMAOR from time to time.
5. **Audit/Inspection of card.** Upon receipt of written notice, keycard holder shall immediately submit card for inspection at the SMAOR office at a time designated by SMAOR. The keycard shall be deemed lost if a cardholder refuses or is unable to demonstrate that the card is within the cardholder’s physical control. Those cards considered by the SMAOR, at its discretion, to be lost will be deactivated immediately.
6. **Indemnity.** Keycard holder shall indemnify the SMAOR against, and hold SMAOR harmless from, any and all actions, suits, fees, arising out of, connected with, or resulting from the use of the keycard.

7. **Reimbursement.** Cardholder agrees to reimburse the SMAOR for any and all expenses incurred in attempting to enforce or interpret any of the provisions of this agreement.
8. **Cardholder Responsibility.** Each cardholder agrees:
 - a. To view an instructional video prior to being given a keycard.
 - b. To pay the keycard access fee,.
 - c. To immediately notify the SMAOR of any change in company/ office affiliation or termination.
9. **Keycard Access Fee Option:**
Option #1 Seven day access fee of \$20.00.
Option #2 Annual access fee of \$150.00.
10. **Access Fees:** Keyholder shall pay keycard access fee prior to being given a keycard. Upon the renewal it is the keycard holders responsibility to pay the access. Failure to pay this fee will result in the termination of the keycard. There shall be no refunds for partial service periods for those who terminate their participation.
11. **Failure to comply.** Any failure to comply with any of these terms of this agreement shall constitute an event of material default. In the event of such default, the SMAOR has the right to immediately terminate access to the system with out any liability for hardship to the keycard holder.
12. **Violations.** Keycard holders allowing the use of the keycard by an unauthorized person, or otherwise violating these rules or abusing the system's security will be subject to loss of access, fines, or both, as determined by the SMAOR MLS Rules and Regulations.
13. **Warranty.** The SMAOR does not offer any warranty regarding the keycard or key box products.

I have read this agreement, as a keycard holder I understand and agree with its terms and conditions.

Date: _____

Keycard Holder Signature: _____