



**CALIFORNIA ASSOCIATION OF REALTORS®
APPLICATION FOR
REALTOR® AND/OR MLS MEMBERSHIP
SANTA MARIA ASSOCIATION OF REALTORS®**

TYPE OF APPLICATION

1. I apply for the following categories of membership (check all applicable boxes):
- | | |
|---|---|
| <input type="checkbox"/> Designated REALTOR®
(Principal, Partner, Corporate Officer
or Branch Office Manager) | <input type="checkbox"/> MLS Broker Participant
(Responsible Broker) |
| <input type="checkbox"/> REALTOR® | <input type="checkbox"/> MLS Appraiser Participant |
| <input type="checkbox"/> Affiliate member | <input type="checkbox"/> MLS Subscriber |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> MLS Clerical User |

GENERAL INFORMATION

2. Name (as it appears on your license): _____
3. Nickname: _____
4. Firm Name: _____
(This is the broker/brokerage name under which you will be doing business and under which DRE has issued your license and/or approved your DBA)
5. Firm Address: _____
(street) (city) (state) (zip code)
6. Firm Telephone Number: _____ Firm Telephone Number-Direct: _____
Cell Number: _____ Firm Fax Number: _____
7. Which do you want as the primary phone? Firm Firm-Direct Cell
8. List all other DBAs: _____

9. Home Address: _____
(street) (city) (state) (zip code)
10. Home Telephone Number: _____ Home Fax Number: _____
11. Which do you want as the primary mailing address? Firm Home
12. E-Mail Address: _____ Birth Date (M/D/Y): ____/____/____
Website address: _____ Social Media Handles: _____

13. Please list your applicable license(s) corresponding with this application:

Broker's License, DRE License #: _____ Expiration Date: _____
 Salesperson's License, DRE License #: _____ Expiration Date: _____
 Corporate License, DRE License #: _____ Expiration Date: _____

BRE Appraiser's License, Certified General, License #: _____ Expiration Date: _____
 BRE Appraiser's License, Certified Residential, License #: _____ Expiration Date: _____
 BRE Appraiser's License, License #: _____ Expiration Date: _____

14. Please list Professional Designations: (ex: GRI, CRS, etc.) _____

15. Primary Specialty: Residential Brokerage Property management
 Commercial/Industrial Brokerage Appraising
 Farm and Land Brokerage Mortgage Financing
 Building and Development Other(s) (please specify): _____

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

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

My NRDS # is: _____

My NRDS Office # is: _____

17. 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® 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:

(Note: at the end of the application, those named below will be necessary signers of this application)

Name of Designated REALTOR®: _____

Designated REALTOR® DRE or BRE License #: _____

Name of MLS Broker or Appraiser Participant: _____

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

18. **MLS BROKER PARTICIPANT APPLICANTS 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. 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.** When applying for Designated REALTOR® and REALTOR® membership, upon acceptance and payment of all dues and assessments, I will automatically become a member of the California Association of REALTORS® and the National Association of REALTORS®, as well as my local Board/Association. 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®.** I understand that the professional designations REALTOR® 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®, I will discontinue use of the term REALTOR® 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 complete such orientation prior to becoming a member of the Board/Association or MLS, or by the deadline set by the Board/Association or the MLS if provisional membership is allowed. I understand that unless or until I complete required orientation, my application for membership will not be granted, including that in the event a Board/Association or MLS granted any introductory provisional membership pending timely completion of orientation, that said provisional membership will be dropped upon expiration of the deadline set.
4. **License validity.** I understand that if my license is terminated, lapses or inactivated at any time, my REALTOR® membership and/or MLS participation/subscription is subject to immediate termination.
5. **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.

Applicant’s initials _____

6. **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 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.
7. By signing below, I expressly authorize the Board/Association/MLS, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone, text or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all

Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) .

8. **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 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 or device receiving MLS information. I agree not to transmit to or share the information with any participants, subscribers and clerical users, or any other non-subscribing licensee or third party, 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 any of my equipment, devices 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, code or device to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code or device 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 Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
9. **REALTOR® 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

EXHIBIT A
MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

1. MEMBERSHIP DUES AND ASSESSMENTS

Local Association Allocation \$ _____

Local Board/Association Application/Initiation Fees \$ _____

C.A.R. Allocation and REALTOR® Action Assessment* \$ _____

(Select amount from below proration schedule)

2019 C.A.R. Allocation and REALTOR® Action Assessment Proration Schedule

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$184	\$168.67	\$153.33	\$138	\$122.67	\$107.33	\$92	\$76.67	\$61.33	\$46	\$30.67	\$15.33

C.A.R. New Member Fee** \$ 100.00

N.A.R. Allocation \$ _____

(Select amount from below proration schedule)

2019 N.A.R. Allocation Proration Schedule

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
\$150	\$137.50	\$125	\$112.50	\$100	\$87.50	\$75	\$62.50	\$50	\$37.50	\$25	\$12.50

N.A.R. Special Assessment \$ 35.00

REALTOR® ACTION FUND*** (optional) \$ 148.00 or \$49.00

C.A.R. HOUSING AFFORDABILITY FUND (optional) \$ 10

MEMBERSHIP DUES AND ASSESSMENTS TOTAL \$ _____

Political contributions are not deductible as charitable contributions for federal and state income tax purposes. Dues payments & assessments (Local Association, C.A.R., and NAR) and contributions to “REALTOR® Action Fund” are not tax deductible as charitable contributions at the Federal level. Contributions to the C.A.R. Housing Affordability Fund are charitable and tax deductible to the extent allowable under both Federal and State law. Payments, excluding the portion of dues used for lobbying activities and REALTOR® Action Fund, may be deductible as ordinary and necessary business expenses. Please consult your tax professional.

* The REALTOR® Action Assessment is a mandatory, pro-rated \$49 state political assessment which may be satisfied in one of two ways: either (1) a voluntary contribution to CREPAC and/or CREIEC and/or other related political purposes or (2) a designation of the funds for political purposes in the C.A.R. general fund. You may include the entire amount on one check and if you do so, the assessment will go into CREPAC and/or CREIEC, or other related political purposes. If you choose not to contribute to a C.A.R. Political Action Committee (PAC), you must do so in writing and the entire assessment will be placed in the C.A.R. general fund and used for other political purposes. PAC contributions from the REALTOR® Action Assessment will be allocated among CREPAC and CREIEC and possibly IMPAC and ALF. The allocation formula is subject to change. Payment of the assessment is a requirement of maintaining membership.

** \$70 of the \$100 C.A.R. New Member Fee will automatically be deposited into the C.A.R. Issues Mobilization Political Action Committee (“IMPAC”). The \$70 assessment is mandatory. If you choose not to contribute to IMPAC, you must do so in writing and the entire \$70 assessment will be placed in the C.A.R. general fund and used for other political purposes.

*** Make a difference by helping promote REALTOR® interests through the political process and designate an additional \$49 or more to the REALTOR® Action Fund. \$49 is the suggested additional voluntary contribution but you may give more, or less, or nothing at all. See additional information on the political contribution structure and allocation in the Legal Notices and Disclosures set forth below. No member will be favored or disfavored by reason of the amount of his/her contribution or his/her decision not to contribute. Contributions to the REALTOR® Action Fund will be allocated among C.A.R.'s political action committees (CREPAC, CREIEC, and CREPAC/Federal) according to a formula approved by C.A.R. depending on whether it is a personal or corporate contribution. The allocation formula is subject to change including re-designating a portion to IMPAC and ALF. Failure to contribute to RAF will not affect an individual's membership status in C.A.R.

2019 Estimated Non-Deductible Portion of Your Dues Used For Lobbying

JAN	N.A.R. 38% \$57.00 C.A.R. 52.01% \$147.72 Total: \$204.72	JUL	N.A.R. 38% \$28.50 C.A.R. 56.70% \$108.86 Total: \$137.36
FEB	N.A.R. 38% \$52.25 C.A.R. 52.57% \$141.24 Total: \$193.49	AUG	N.A.R. 38% \$23.75 C.A.R. 57.95% \$102.38 Total: \$126.13
MAR	N.A.R. 38% \$47.50 C.A.R. 53.20% \$134.77 Total: \$182.27	SEPT	N.A.R. 38% \$19.00 C.A.R. 59.45% \$95.91 Total: \$114.91
APR	N.A.R. 38% \$42.75 C.A.R. 53.90% \$128.29 Total: \$171.04	OCT	N.A.R. 38% \$14.25 C.A.R. 61.25% \$89.43 Total: \$103.68
MAY	N.A.R. 38% \$38.00 C.A.R. 54.71% \$121.81 Total: \$159.81	NOV	N.A.R. 38% \$9.50 C.A.R. 63.48% \$82.95 Total: \$92.45
JUN	N.A.R. 38% \$33.25 C.A.R. 55.63% \$115.34 Total: \$148.59	DEC	N.A.R. 38% \$4.75 C.A.R. 66.31% \$76.48 Total: \$81.23

LEGAL NOTICES AND DISCLOSURES REGARDING DUES BILLING STATEMENT

California Association of REALTORS® (C.A.R.) Political Action Committees: C.A.R. sponsors four Political Action Committees (PACs). CREPAC is used to support state and local candidates to further the goals of the real estate industry. CREIEC is an independent expenditure committee that independently advocates for or against candidates in accordance with the interests of the real estate industry. CREPAC/Federal supports candidates for the U.S. Senate and House of Representatives. IMPAC supports local and state ballot measures and other advocacy oriented issues that impact real property in California. IMPAC is funded by your dues dollars. C.A.R. also supports the Advocacy Local Fund (ALF), a non-PAC fund.

CORPORATE CONTRIBUTIONS to C.A.R.'s PACs are permissible and may be used for contributions to state or local candidates or for independent expenditures to support or oppose federal, state, or local

candidates. However, current C.A.R. practice is to deposit all corporate contributions into CREPAC, CREIEC or IMPAC. A corporate contribution includes any contribution drawn from a corporate account.

PERSONAL CONTRIBUTIONS to C.A.R.'s PACs may be used for both state and federal elections and therefore may be deposited into CREPAC/Federal in addition to all other C.A.R. political action committees. Up to \$200 of a REALTOR® Action Fund contribution will be divided between CREPAC/Federal and CREPAC in an allocation to be determined by C.A.R. Any amount above \$200, up to applicable legal limits, will be allocated to CREPAC/Federal.

If you are a California major donor and need specific information regarding your contributions, please contact the C.A.R. Controller's office at (213) 739-8252. Contributions in excess of the contribution limits will be reallocated to another PAC connected with C.A.R. Under the Federal Election Campaign Act, an individual may contribute up to \$5,000 in a calendar year to CREPAC/Federal.

C.A.R. HOUSING AFFORDABILITY FUND: REALTORS® and REALTOR-ASSOCIATES® may make a voluntary, tax-deductible, charitable contribution to the C.A.R. Housing Affordability Fund (HAF) on the same check as the dues payment. HAF is a charitable nonprofit organization whose purpose is to address the statewide housing crisis. It receives contributions from REALTORS® and other individuals as well as businesses and other organizations, and distributes funds through local associations of REALTORS® toward programs that increase homeownership and the supply of housing across the state.

HAF is exempt under Section 501(c)(3) of the IRS Code. Contributions to HAF from both individuals and businesses are charitable and tax-deductible to the extent allowed under both federal and state law.

Individual contributions are designated by 'Keys to California' Pins: Ambassador (\$25), Bronze (\$100), Silver (\$500) with an option to renew annually for \$250, Gold (\$1,000) with an option to renew annually for \$350, and Founder's Circle (\$1,500) with an option to renew annually for \$500. For information about HAF, including major non-cash gifts or corporate sponsorships, visit www.carhaf.org or contact the HAF at 213-739-8200 or by mail at 525 S. Virgil Ave., Los Angeles, CA 90020.

YOUR SUBSCRIPTION TO CALIFORNIA REAL ESTATE MAGAZINE IS PAID FOR WITH YOUR DUES AT A RATE OF \$6.00 AND IS NON-DEDUCTIBLE THEREFROM.

2. MLS FEES

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 \$ _____

3. 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	_____	_____

APPENDIX B

Citation Schedule of Fines for Violations S.M.A.O.R. MLS Rules

Fines are assessed from the date of discovery. **Payment is required within 48hrs failure to do so will result in suspension of MLS access until payment has been received.**

Section	Summary	Fine
5.1.6	Violation of Subscriber Waiver back to date of waiver certification	\$250 - No Warning
5.1.7 & 4.3	Failure to notify MLS within 5 business days of employment of an MLS/Clerical Assistant	\$100 – 1 day warning
7.5	Late submission/failure to submit Exclusive Right or Exclusive Agency Listings on residential 1-4 units the required within 1business day.	1 st offense- Warning 2 nd offense- \$500 No Warning 3 rd offense- \$1,000 No Warning
7.6	Failure to submit SEL form within 2 days	\$250 - 1 day warning
7.8.a	Failure to submit listing changes to MLS within 2 days	\$100- 1 Day Warning
7.8.b	Failure to submit SOLD information to MLS within 2 days	\$100 - No Warning
7.8.b	Failure to submit modification or listing addendum prior to increasing list price in the MLS.	1 st offense - \$100 No Warning 2 nd offense- \$250 No Warning 3 rd Offense- 500 No Warning
7.9	Failure to notify MLS of withdrawal of listings within 2 days	\$100 - 1 day warning
7.10	Failure to report a contingency type properly	\$100 - 1 day warning
7.12	Failure to offer unconditional compensation	\$100 - 1 day warning
7.24	Failure to comply with auction requirements	\$100 - 2 day warning
7.26	Failure to properly input data to generate correct CDOM calculation	\$250 - 1 day warning
8.2	Failure to provide written documentation upon request of the MLS within 24 Hours (1 day)	\$100 - No Warning
8.3 & 7.26	Submission of incorrect, false or misleading information (<i>ie</i> , extending a listing without written authorization, misrepresentation of area, etc.)	\$250 - 2 day warning
10.1 & 7.10	Failure/negligence to report "Pending" Contingent-REO, Contingent-Short Sale, or Contingent and Sold within 2 days (7.10/7.10.1/7.10.2)	\$100 - 1 day warning
10.3	Failure/negligence to report the Cancellation of Pending Sales within 2 days	\$100 - 1 day warning
11.5.a	Posting branding of any type in MLS photos is forbidden.	\$250 – No Warning
11.5.b	The 1 required front exterior photo of the subject property, of which the agent/broker has authority to use will remain in MLS after listing is SOLD	\$100- No Warning
12.10	Unauthorized framing of other Brokerage websites or use of metatags and keywords that would divert traffic	\$250 - 1day warning.
12.12	Pass codes shall not be shared.	\$1,000 - No warning
12.5 & 12.15	Inputting into "public remarks" section of database any information prohibited in Section 12.5 & 12.15.2.1 (Branding or non-marketing remarks)	\$250 – No warning
12.18	The term MLS and Multiple Listing Service must be used per Sec. 12.18	\$1000 - 5-day warning
13.2	Keyholders shall not loan or share Keycards	\$1,000 - No warning
13.1 (13.1.2)	Failure to install a property assigned lockbox, programmed for this region and authorized by the MLS in which the property is listed AND as required by the MLS to which the key holder holds membership.	\$250 - 1-day warning
13.15	Failure to remove lockbox(s) within 2 days	\$100 - 1-day warning

(Citation Revised March 16, 2021)

ATTN: NEW MEMBER

You will find the MLS Rules & Regs of Santa Maria Association of REALTORS®, Inc. at www.smaor.com which are revised from time to time.

It is your responsibility to become familiar with the Rules & Regs. If you have any questions about its contents, or citation policy please feel free to contact jessie@smaor.com and we will reply as soon as possible.

Membership lapsing past 6 months will be reassessed application fees.

Upon joining as a new MLS member, you will be required to complete an online Orientation which will review some provisions of these MLS Rules, but not all provisions. It is therefore your responsibility to review the entire document.

****NOTE**** Please remember that may NOT you share your MLS password and you may NOT share your lockbox key with anyone for any reason. There are significant and increasing fines attached to each violation.

Thank you for choosing to join Santa Maria Association of REALTORS®.

By signing below, you acknowledge it is your responsibility to review the MLS Rules & Regulations and acknowledge your responsibility as outlined above.

Signature

Date

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 deceiving 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 card holder'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 Fees:**
Quarterly access fee of \$24.00.

10. **Access Fees:** Keyholder shall pay keycard access fee prior to being given a keycard. Upon the renewal it is the keycard holder's 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 without 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: _____

