

### APPLICANT INFORMATION

License Type: ☐ Qualifying Broker ☐ Associate Broker ☐ Appraiser

Specialty: ☐ Residential ☐ Commercial ☐ Farm/Ranch ☐ Property Mgmt. ☐ Other: \_\_\_\_\_

I am applying for the following Secondary Membership type (check one):

☐ Qualifying Broker Authority ☐ Associate Broker

Date: \_\_\_\_\_ Name: \_\_\_\_\_ (as it appears on license)

DOB: \_\_\_\_\_ Nickname: \_\_\_\_\_ NRDS: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Carrier (e.g. Verizon, AT&T, etc.): \_\_\_\_\_

Other Phone: \_\_\_\_\_ This is a: ☐ Cell Phone ☐ Landline

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Preferred Mailing Address: ☐ Home ☐ Office

### BROKERAGE INFORMATION

Qualifying Broker Name: \_\_\_\_\_ Office NRDS: \_\_\_\_\_

Office Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

Office Phone #: \_\_\_\_\_ Office Fax #: \_\_\_\_\_

Office Email: \_\_\_\_\_ Website: \_\_\_\_\_

### LICENSE/ASSOCIATION INFORMATION

License #: \_\_\_\_\_ State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

- Are you presently/previously a member of any other Association of REALTORS®? ☐ Yes ☐ No
  - If yes, name of Association and member type: \_\_\_\_\_

- Last date (year) of completion of NAR's Code of Ethics training requirement: \_\_\_\_\_

- Do you acknowledge that your use of the REALTOR® trademarks must comply with the National Association's trademark rules?<sup>1</sup> ☐ Yes ☐ No
- Have you been refused membership in any other Association of REALTORS®? ☐ Yes ☐ No

If so, please explain the basis for each such refusal on a separate page.

- Do you have any record of civil judgements imposed within the past seven (7) years involving civil rights laws, real estate licenses laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities? Please provide details on a separate page. ☐ Yes ☐ No
- Do you have a record of criminal convictions(s) within the past seven (7) years? ☐ Yes ☐ No  
Please provide details on a separate page.
- Have you been found in violation of the Code of Ethics or other membership duties in the past 3 years? ☐ Yes ☐ No  
Please provide details on a separate page.
- Are there any pending ethics complaints against you? ☐ Yes ☐ No  
Please provide details on a separate page.
- Do you have any unsatisfied discipline pending?<sup>2</sup> ☐ Yes ☐ No  
Please provide details on a separate page.
- Are you a party to pending arbitration request? ☐ Yes ☐ No  
Please provide details on a separate page.
- Do you have any unpaid arbitration awards or unpaid financial obligations to another association and/or MLS? ☐ Yes ☐ No  
If so, please provide details on a separate page.

**Supra Pin:** Please provide your Supra Serial Number and 4-digit Pin for a cooperating key: \_\_\_\_\_

**Navica MLS Password:** Please provide a 6-8 letter and number password that will be easy for you to remember: \_\_\_\_\_

## REQUIRED ACKNOWLEDGEMENTS

A non-refundable application fee as determined from time to time by the Board of Directors will be assessed on all applications. RLCAR, RANM and NAR membership dues and fees are non-refundable and are not deductible as charitable contributions for Federal Income Tax purposes. However, such payments may be deducted as ordinary and necessary business expenses. Please consult with a qualified professional for tax preparation advice.

## TERMS AND CONDITIONS OF SERVICE

- I agree not to reproduce any portion of the active listings except as provided in the MLS Rules
- I agree not to download MLS data except as provided in the MLS rules
- 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 information to any participants, subscribers or clerical user not authorized to access the system by the rules. I agree not to use to MLS to create another product except as may be used by participant who downloaded the data in compliance with the MLS Rules.
- I agree I will not give or sell my password to any person or make it available to any person.

- I understand that unlicensed assistants may be authorized to have limited access to the MLS for clerical purposes 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's classification. I further understand that any violations by a clerical user employed by me, under contract with me, or used by my is my responsibility and can result in discipline and/or termination of MLS services.
- The security of many homeowners in the area 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 that the Association can incur costs in securing the system if I fail to take adequate measures to protect me key and lockbox and that I may be held responsible for these costs.
- I understand and agree that the above statements are in addition to the MLS rules, to which I have agreed. Violation of any MLS rule may result in discipline, fine, and up to termination of my MLS services. In addition to that, if my actions cause damage to the Association, which owns the MLS, the Association may pursue legal remedies against me to recover such damages.
- In the event of membership election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws, Rules and Regulations and Policies of the Ruidoso/Lincoln County Association, the New Mexico Association and the National Association, and if required, and further agree to satisfactorily complete a reasonable and nondiscriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.
- I understand membership brings certain privileges and obligations that require compliance, including but not limited to proper use of the term "REALTOR® and the REALTOR® logo<sup>1</sup>. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the timeframe established in the association's bylaws.
- I hereby certify that the foregoing information furnished by me is true and correct and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues established annually by the Board of Directors which are due in full by December 31st of the current year.
- In the event I fail to maintain eligibility for membership, or discontinue membership, I understand I will not be entitled to a refund of dues and fees for any reason. I further acknowledge and understand that the Association may object to my use of any company name or Website name which, in the Association's sole determination, is confusingly similar to any name used in commerce by the Association or the Association's MLS and that the Association believes would leave the public confused.

\_\_\_\_\_ Initials

## ARBITRATION AGREEMENT

A condition of membership in the Association as a REALTOR® and participation in the MLS is that you agree to binding arbitration of disputes. A REALTOR® (including Designated REALTOR®), 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® members of this Association; (ii) MLS Participants of this Association; (iii) with any member of the New Mexico or National Association if REALTORS®; and (iv) any client provided the client agrees to binding arbitration at the Association.

**Note:** Applicant acknowledges that if accepted as a member and he/she subsequently resign from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may

*condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceedings and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®<sup>2</sup>.*

\_\_\_\_\_ Initials

## NAR CODE OF ETHICS AND NEW MEMBER/MLS ORIENTATION

I agree to complete the Association's mandatory Orientation course within 90 days of date of application. I, further, agree to complete online NAR Code of Ethics training within 30 days of application as well as RLCAR MLS Orientation. Failure to meet either of these requirements may result in having my membership terminated.

I understand that I will be required to complete periodic Code of Ethics training in addition to the initial orientation program within the time specified by NAR.

\_\_\_\_\_ Initials

## CONTACT ACKNOWLEDGEMENT

By joining the Ruidoso/Lincoln County Association of REALTORS® (the "Association"), you agree and authorize RLCAR and its affiliated REALTOR® organizations, representatives, and/or affinity partners to contact you to advertise the availability of, or quality of, any property, goods or services offered, endorsed or promoted by the Association, via the contact information you have provided on this application. RLCAR uses email as the best means of communicating with our members for issues regarding membership (including renewals and delinquent payments), Supra key service, and the MLS.

\_\_\_\_\_ Initials

## REQUIRED SIGNATURE

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established.

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

QB Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1 The term REALTOR® is a federally registered collective membership mark which identifies a real estate professional who is a member of the National Association and subscribes to its strict Code of Ethics. The National Association's Trademark Rules are set forth in the Membership Marks Manual, available at: [www.nar.realtor/membership-marks-manual](http://www.nar.realtor/membership-marks-manual)

2 Article IV, Section 2, of the NAR Bylaws prohibits Member Boards from knowingly granting REALTOR® or REALTOR-ASSOCIATE® membership to any applicant who has an unfulfilled sanction pending which was imposed by another association of REALTORS® for violation of the Code of Ethics. (Adopted 1/01)