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New Member Application



Please check one:  REALTOR® & MLS & Sentrilock  REALTOR® only  MLS & Sentrilock  MLS only  
 (For "MLS ONLY" Offices Only)

MLS APPLICATION Please check one:  Agent Subscriber  Broker Participant

**AGENT OR BROKER INFORMATION**

Have you previously held membership in another Association of REALTORS®?  Yes - Where?  No

Are you currently a member of another Association of REALTORS®  Yes - Where?  No

NRDS #(if known): \_\_\_\_\_ MLS # (if known) \_\_\_\_\_

Name (as shown on your license)

First Last MI

Home address:

Street City State Zip

Which address is your primary mailing address?  Office  Home Contact Phone # \_\_\_\_\_

Birthdate: \_\_\_\_\_ CaDRE License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

**OFFICE INFORMATION**

Broker Office Name: \_\_\_\_\_ Broker DRE license # \_\_\_\_\_  
 or  
 Corporate DRE license # \_\_\_\_\_

Office Address:

Street City State Zip

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

**REQUIREMENTS FOR BROKERS (PARTICIPANTS)**

I hereby apply for Participation in the CRMLS Multiple Listing Service and certify that the above information is correct. I further acknowledge understanding that as a Participant:

1. I have received and agree to abide by the Rules and Regulations and all administrative policies. I will observe these Rules with such amendments as may be made hereafter as long as I remain a Participant.
2. I am responsible for the practices of all licensees using my service.
3. I must submit all exclusive right and exclusive agency listing profiles to the service for dissemination to the other Participants and may receive listing information filed by all other Participants.
4. I agree to pay fees as may be determined for the use (and fines for the misuse) of the service by the broker and any licensee using his service. Reinstating fees and /or termination of service will result for delinquent accounts.
5. I am responsible for notifying the service center in writing of all licensees affiliated under my license.
6. I agree to attend Orientation within 60 days of application.

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

**REQUIREMENTS FOR AGENTS (SUBSCRIBERS)**

1. I have received and agree to abide by the Rules and Regulations and all administrative policies. I will observe these Rules with such amendments as may be made hereafter as long as I remain a Subscriber.
2. I agree to attend an Orientation.
3. I am responsible for the security of my agent pass code and will not share it or make it available to any person.
4. I understand that my MLS dues are non-refundable.

Agent Signature: \_\_\_\_\_

**Broker's Authorization**

Signature: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF MEMBERSHP

**BYLAWS, POLICIES AND RULES** - I agree to abide by the bylaws, policies and rules of the Pacific Southwest Association of REALTORS®, the bylaws, policies and rules of the California Association of REALTORS®, the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may be amended.

**USE OF THE TERM REALTOR®** - I understand that the professional designations REALTOR® is a federally registered trademark 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 this professional designation 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.

**ORIENTATION** - I understand that I must attend orientation *WITHIN 2 OFFERINGS of APPLICATION DATE* or my REALTOR® membership status will be terminated. FREE orientation, including DRE approved Ethics training is offered once every other month. **APPLICANT'S INITIALS** [REDACTED]

**NO REFUND** - I understand that Association membership dues are NON-REFUNDABLE. In the event I fail to maintain eligibility for membership for any reason, I understand I will not be entitled to a refund of my dues.

**AUTHORIZATION TO RELEASE AND USE INFORMATION; WAIVER** - I authorize the 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 Association where I held, or continue to hold, any type of membership. I further authorize any Association where I held, continue to hold, any type of membership to release all my membership or disciplinary records to Pacific Southwest Association of REALTORS®, 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 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.

**PERMISSION TO COMMUNICATE** - By signing this application, I authorize the Association, (including 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 by the Association.

**WAIVER OF ARBITRATOR DISCLOSURE REQUIREMENTS** - By signing below, I expressly agree that all arbitrations pursuant to the California Code of Ethics and Arbitration Manual ("Manual") shall be governed by the Manual, and I specifically agree to waive the arbitrator disclosure requirements of the provisions of the California Ethics Standards for Neutral Arbitrators in Contractual Arbitration in California and California Code of Civil Procedure Section 1281.9(a)(2),(3),(4) and (b) 1281.85, which require disclosure by REALTOR® arbitrator of information about prior arbitrations that is confidential under the rules of the California Association of REALTORS® and National Association of REALTORS®.

**REALTOR® ARBITRATION AGREEMENT** - A condition of membership in the Association as a REALTOR® is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) 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® members of this Association; (ii) with any member of the California or of REALTORS®; and (iii) any client provided the client agrees to binding arbitration at the Association.

I acknowledge the **TERMS AND CONDITIONS OF REALTOR® MEMBERSHP**

[REDACTED]  
Applicant's Initials

## MLS TERMS AND CONDITIONS

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. 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.
- D. 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 databases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
- F. I understand that clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user's 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. 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 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. .
- 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.

I acknowledge the **TERMS AND CONDITIONS OF MLS MEMBERSHIP**

[REDACTED]  
Applicant's Initials

**ARBITRATION:** MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with this Board/ Association MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association rules and procedures for arbitration.