



Affiliate Application

- PLEASE PRINT -

TYPE OF MEMBERSHIP

- Escrow Title Lender/Financial Services Home Inspection
 Home Warranty Property Disclosure Marketing Other: _____

GENERAL INFORMATION

(PLEASE PROVIDE A COPY OF YOUR DRIVER'S LICENSE)

Name: _____
 Company Name: _____
 Company Address: _____ City _____ State _____ Zip _____
 Company Telephone Number: _____ Company Fax Number: _____
 Home Address: _____ City _____ State _____ Zip _____
 Home Telephone Number: _____ Home Fax Number: _____
 E-Mail: _____ which do you want as the primary mailing address? Firm Home

PAYMENT INFORMATION

Affiliate Dues \$120.00
REALTOR® Action \$49 (voluntary)
PWR Charity Levels 1,2 & 3 \$25,\$50 and \$100 (voluntary)

I authorize the Pacific West Association of REALTORS® to debit my credit/debit card for the amount of \$ _____.

Visa Mastercard Discover American Express Account Number: _____

_____ Expiration Date: _____ Enclosed is my

check # _____ for \$ _____. (Please make checks payable to PWR)

DESCRIPTION OF PRODUCT OR SERVICE

25 words or less: _____

REQUIRED SIGNATURES

APPLICATION CANNOT BE PROCESSED WITHOUT THIS INFORMATION

APPLICANT SIGNATURE: _____ DATE: _____

First Name Last Name

Pacific West Association of REALTORS®
 1601 E. Orangewood Ave. Anaheim CA 92805
 Phone (714) 245-5500 Fax (714) 245-5550 Rev. 06/17/09



GENERAL TERMS & CONDITIONS OF MEMBERSHIP

1. **Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Pacific West Association of REALTORS®, the bylaws, policies and rules of the California Association of REALTORS®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, 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 these designations are subject to N.A.R. rules and regulations. 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 under this designation. 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, such as business cards or stationary.
3. **Refunds.** I understand that the Pacific West Association of REALTORS® membership dues are non-refundable and that any unused portion of MLS service fees may be refundable upon written request
4. **Authorization to release and use information; waiver.** I authorize Pacific West Association of REALTORS® 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 or MLS where I held, or continue to hold, any type of membership. I further authorize any Association or MLS where I held, or continue to hold, any type of membership to release all my membership or disciplinary records to this Association, including information regarding (I), all final findings of code of ethics violations or other membership duties within the past (3) three 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 PWR, 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.
5. **Additional terms and conditions regarding MLS membership.** I understand and agree that by becoming and remaining a broker participant 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 to attend an Orientation program within 60 days of becoming an MLS Participant, and understand that an Orientation Deposit of \$100 will be collected. Said deposit will be refunded or credited back within 14 days of my successful completion of the Orientation program within the allotted time period.
 - B. I further understand that I will forfeit my \$100 Orientation Deposit in the event that I fail to attend Orientation on my scheduled date; only one reschedule will be allowed.
 - C. 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.
 - D. I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
 - E. I agree not to download MLS data except as provided in the MLS rules.
 - F. 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.
 - G. I agree I will not give or sell my password to any person nor 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.
 - H. 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.
 - I. 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 PWR 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. Lost or stolen cards MUST be reported within 48 hours to the **Pacific West Association of REALTORS®**.
Indemnification: Cardholder agrees to indemnify and hold the Pacific West Association of REALTORS® and all of its respective officers, directors and employees harmless from any and all liability, obligations, or demands against them as a result of cardholder’s loss or use of the card, including but not limited to, any and all liabilities, including attorney’s fees, incurred by them as a result of damage or injury to premises or persons arising out of use by cardholder, or any other person, of the card.
 - J. 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 PWR which owns the MLS and PWR may pursue its legal remedies against me to recover such damages.
6. **REALTOR® Arbitration Agreement.** A condition of membership in the Pacific West 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 REALTORS®, 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 Pacific West; (ii) with any member of the California or National Association of REALTORS®; and (iii) any client provided the client agrees to binding information at the Pacific West Association of REALTORS®. As an MLS Participant, 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; (ii) any other MLS Subscriber of another Association MLS which shares a common database with Pacific West’s MLS through a regional agreement. Any arbitration under this agreement shall be conducted using the Pacific West Association of REALTORS® facilities and in accordance with PWR rules and procedures for arbitration.