



1601 E. Orangewood Ave.  
Anaheim CA 92805

Phone (714) 245-5500 Fax (714) 245-5599 or Fax (714) 245-5550

## ATTENTION!

### PLEASE READ BEFORE CONTINUING...

Listed below are the items we need from you in order to process your application.

#### Application Checklist

- Broker & Office location NEED be an active MLS participants/subscriber of the SoCal MLS thru Pacific West A.O.R.**
- Application is completed & signed by both **BROKER AND APPLICANT**
- Current PWR Flex contract, signed with payment information**
- Copy of Valid Calif. Dept. of Real Estate License**
- Copy of Birth Dated Photo ID (driver's license)**

#### Supra Key Hours and Procedures

New Subscribers **8:30 A.M. – 3:30 P.M. Monday thru Friday.**

**SUPRA KEY WILL BE ISSUED AT THE TIME OF APPLICATION.**

**A separate form of payment to SUPRA** is required in the form of check or credit card only. Supra fees are in addition to; application fees and MLS fees.

#### Processing Time

Applicants should plan to spend approximately 45 min. to an hour for processing your application and issuing your Supra key.

Revised 1/11/2008



### **Transferring to PWR from another REALTOR® Association**

If you are a current REALTOR® broker or salesperson, transferring from another REALTOR® Association, please note the following steps you will need to take in order to make this a smooth transition:

- Contact your former Association to cancel your current membership *prior* to joining PWR.
- Obtain a *Letter of Good Standing* from your former Association. This letter needs to verify that your California and National Association of REALTORS® dues are current *and* the date for which you have attended a New Member Orientation and National Association of REALTORS® Mandated Ethics course.
- If you have not previously attended a REALTOR® ORIENTATION, you will be required to attend within 30 days of joining PWR.

### **Additional steps may apply if you are transferring from another SoCalMLS A.O.R. to PWR**

- Cancel your membership at your previous Association.
- Return your SafeMLS token at the time of cancellation
- Have your former Association delete or unassign your Supra Active Key and transfer out to PWR, any iBoxes that you will be bringing with you to PWR.
- If you have an e-Key (smart phone) cancel your e-Key service and return your companion key prior to joining PWR at your former Association. You will be issued new service upon joining PWR. If you have a "shelled" e-Key (a shell that encapsulates a palm device) it may be deleted and transferred with you to PWR.

### **If you are transferring from MRMLS or iTech MLS to PWR**

- Cancel your membership at your previous Association.
- Delete your Supra Display Key and any iBoxes at your previous Association and bring them with you at the time of joining PWR.
- If you have a Supra e-Key (smart phone or palm), cancel your e-Key service and return your companion key *prior* to joining PWR. You will be issued new e-Key service at PWR. If you have the "shelled" e-Key service (a shell that encapsulates the palm device) it may be deleted and transferred with you to PWR.

### **If you are transferring from Southland Regional AOR to PWR**

- Cancel your membership at your previous Association.
- Return your Supra Key and SafeMLS token to your previous Association. Keys and tokens cannot be transferred to PWR.

If you do not see your MLS system noted above, you may not be able to transfer you Supra Key to PWR. Please call our member services at: (714) 245-5500 for further direction. Supra iBoxes may still be transferred to PWR, provided they have been deprogrammed by your previous Association.

\*REALTORS® who have completed the New Member Orientation will not be required to complete further Code of Ethics Orientation upon application for membership in another A.O.R **provided that REALTOR® membership has been continuous or that any break in membership is for one year or less.** Applicants who have taken orientation in another state will be required to complete PWR's New Member Orientation.

\*\* Please be advised that REALTOR® dues are **non-refundable.** If you have paid California and National Association of REALTORS® membership dues for the current year, these may be transferred to PWR if you are joining as a REALTOR®. You will be required to pay PWR dues and MLS fees upon joining.





# Application for REALTOR® and/or MLS Membership

Pacific West Association of REALTORS®

## Type of Application

I am applying for the following categories of membership (check all applicable boxes):

Agent       Broker       Office Assistant - Clerical       Appraiser

## General Information

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

Nickname: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_ Firm Fax Number: \_\_\_\_\_

List all others dba's: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_ Home Fax Number: \_\_\_\_\_

\*\*A membership specialist will contact you to discuss the payment options that meet your needs.

A Daytime phone number to call: \_\_\_\_\_

Which do you want as the primary mailing address?     Firm       Home

Billing preference:     Postal Mail       E-Mail

E-Mail Address: \_\_\_\_\_ Birth Date (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_

Social Security # : \_\_\_\_\_ Drivers License # : \_\_\_\_\_

DRE License # : \_\_\_\_\_

OREA Appraisers License # : \_\_\_\_\_

Type:     Broker  
           Salesperson  
           Corporate

Type:     Certified General  
           Certified Residential  
           Licensed

Expiration Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Professional Designations:     GRI       CRS       Other(s) (please specify) : \_\_\_\_\_

Primary Specialty:

Residential Brokerage       Property Management  
 Commercial/Industrial Brokerage       Appraising  
 Farm and Land Brokerage       Mortgage Financing  
 Building and Development       Other(s) (please specify): \_\_\_\_\_





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If you checked any box in the previous question, you must answer the following:

- a. Are you or your firm subject to any pending bankruptcy proceedings?  Yes  No
- 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.

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 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.

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

Have you ever been disciplined by the DRE?

- 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®, 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® 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 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 pend-



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Pacific West Association of REALTORS®

ing; (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. 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.
8. **REALTOR®, REALTOR-ASSOCIATE® 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 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 Board/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 Board/Association facilities and in accordance with the Board/Association rules and procedures for arbitration.

## Sign Here

**I certify that I have read and agree to the terms and conditions of this application and that all information given in this application is true and correct.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Designater REALTOR®

\_\_\_\_\_  
Signature of MLS Participant

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature





## Terms of PWR Flex Payment Plan – MLS Participation

### AS A MLS SUBSCRIBER OF THE PACIFIC WEST

Association of REALTORS® (PWR), I acknowledge my obligation to pay my MLS Fees annually. As a service to its members, PWR. offers the flexibility of payments using either the Automated Debit Service Quarterly Payment option or the Invoice Quarterly Payment option.

### UNDER ALL OF THESE FINANCING OPTIONS

The member understands that there is an obligation to pay the membership and MLS obligation and that REALTOR® dues (PWR, C.A.R. and N.A.R.) are non-refundable. In the event of membership termination or non-payment, P.W.R. is authorized to collect all unpaid amounts in the form of a balloon payment reflecting the balance of unpaid REALTOR® dues.

### QUARTERLY AUTOMATED DEBIT SERVICE OPTION

In order to initiate the Automated Debit Service Quarterly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member authorizes P.W.R. to automatically debit the specified debit/credit card account in the amount of \$86.25 each quarter for three quarters, on or about on the following dates: April 1, 2011; July 1, 2011; and October 1, 2011. Member agrees that in consideration for the flexibility of quarterly payments to pay a service charge of \$20.00. Member further agrees that if at any time there is a default on the part of the member that the entire obligation is due, payable and collectable by PWR immediately.

### QUARTERLY INVOICE OPTION

In order to initiate the Invoice Quarterly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member agrees to remit quarterly installments, for three quarters, in the amount of \$86.25 prior to the following due dates: April 1, 2011; July 1, 2011; and October 1, 2011. Member agrees that in consideration for the flexibility of quarterly payments to pay a service charge of \$35.00. Member agrees that if at any time there is a default on the part of the member that the entire obligation is due and payable and collectable by PWR immediately.

### MONTHLY AUTOMATED DEBIT SERVICE OPTION

In order to initiate the Automated Monthly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member agrees to remit remaining Monthly Installments, in the amount of \$28.75. Member agrees that in consideration for the flexibility of Monthly payments to pay a service charge of \$39.00. Member agrees that if at any time there is a default on the part of the member that the entire obligation is due and payable and collectable by PWR immediately.

### GENERAL INFORMATION

**Members shall be assessed a \$25 processing FEE AND** all services suspended for non-sufficient fund (NSF) payments. Members will also be assessed a \$20 processing fee for payments received after the scheduled deadline. Following suspension of services, an additional \$25 MLS reconnection fee will be assessed.

**In the event the member changes the automated Debit Service credit/debit card account, it is the sole responsibility of the member to provide written notification to PWR at least 10 banking days prior to the due date.**

**It is the sole responsibility of the member** to provide written notification to PWR when changing the firm affiliation, business or residential mailing address.

**Automated Debit Service transactions MAY TAKE** up to 4 (four) banking days after the due date to post to the bank account. Funds must be available in the Automated Debit Service account on the first day of each billing cycle.

**Notice of termination must be in writing** and received ten business days prior to the next billing.

**For accounts 30 days or more past due, the PWR Flex** payment options will be terminated and member shall be assessed the remaining balance of REALTOR® dues.

## REALTOR® Action Fund: Explanation and Legal Notice

### NEW- \$49 C.A.R. MANDATORY REALTOR® ACTION ASSESSMENT (RAA)

The REALTOR® Action Assessment (\$49 of the \$184) will automatically be deposited into CREPAC and/or CREIEC and for other political purposes as your contribution. The REALTOR® Action Assessment (RAA) can be satisfied in one of two ways: (1) by either making a voluntary contribution to C.A.R.'s political action committees [California Real Estate Political Action Committee (CREPAC) and/or the California Real Estate Independent Expenditures Committee (CREIEC)], or used for other political activities, or (2) by opting to send the funds to the C.A.R. general fund for political purposes. Designated REALTORS® must pay the \$49 REALTOR® Action Assessment for each licensee of that DR (as shown in the nonmember count), and the payment will be treated in the same manner as the REALTOR® Action Assessment for members.

### Why was the REALTOR® Action Assessment needed?

Over the past few years, C.A.R.'s PAC funds have greatly diminished. C.A.R. PACS used to be in the top 10 of political action committees in California, but now ranks 37th, according to a recent study of PAC spending in California. Special interest groups routinely outspend the Association's PACS on a regular basis. The RAA adopted by the C.A.R. board of directors will help rectify this growing imbalance.

### How Do I Opt-Over to the General Fund?

If you wish to have your assessment entirely applied towards general political purposes rather than individual candidate expenditures (CREPA and/or CREIC) you may do so by calling the Pacific West Association of REALTORS® at (714) 245-5500 and requesting to "Opt-Over" your REALTOR® Action Assessment to the General Fund.

**REALTORS®** may also participate in REALTOR® Action Fund above and beyond the mandatory \$49 assessment amount by including a voluntary donation on the same check as your dues payment. One hundred and ninety-seven dollars (\$197) is the suggested voluntary contribution. However, donations are not limited to the suggested amount. No contributor will be favored or disfavored by reason 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.



## ORIENTATION ACKNOWLEDGEMENT

### Multiple Listing Service (MLS) Subscriber Only

Your scheduled Orientation Class appointment is for:

DATE:

TIME:

Address: 1601 E. Orangewood Ave. Anaheim CA 92805 Phone: (714) 245-5500

### I COMPLETELY UNDERSTAND AND AGREE TO THE FOLLOWING STATEMENTS

I agree I will timely complete the mandatory Pacific West Association of REALTORS® (PWR) Orientation Class for MLS participants and subscribers.

( )

Initial

I agree in the event I fail to complete the mandatory Orientation Class within 30 days of my application for MLS access that said access WOULD be SUSPENDED until I complete the class.

( )

Initial

I agree that I am allowed ONE rescheduled date within the 30-day timeframe and it is my responsibility to notify Pacific West A.O.R. Acceptable reasons for rescheduling include family emergency and illness. Business reasons are unacceptable.

( )

Initial

I agree as provided above, all fees are non-refundable and suspension or termination of my MLS subscription does not entitle me to a refund.

( )

Initial

Member  
Name \_\_\_\_\_

Member Signature \_\_\_\_\_

\*\*\*\*\*PLEASE FAX TO (714) 245-5550 OR (714)245-5599 \*\*\*\*\*

Revised 09/2008