

APPLICATION AND AGREEMENT FOR NEW OFFICE AND/OR DESIGNATED REALTOR® MEMBERSHIP

Please check one of the following: CCAR/ATS CCAR Only ATS Only

A Designated REALTOR® must have an active Texas Real Estate **Broker License** or Texas State Certified Appraiser Certificate and no current or pending bankruptcy. Fully complete application and return to CCAR.

Designated REALTOR® Personal Information:

1. Broker Name As Licensed: _____ Nickname: _____

Texas Real Estate License Number: _____ Expiration Date: _____

Or Certified Appraiser T.R.E.C. Certificate Number: _____ Expiration Date: _____

Drivers License Number: _____ Licensing State: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Phone Numbers: (Check **ONE** box to indicate the number that will be your primary MLS number)

Home Number: _____ Cell Number: _____

Voice Mail/Pager Number: _____ Personal Fax Number: _____

E-Mail Address: _____

E-mail will be used by ATS (for MLS listings), CCAR, TAR, and NAR. CCAR does not sell or otherwise distribute e-mails.

Web Address: _____

*Ethnicity: _____ *Gender: _____ *DOB: _____ *Answers are optional

Firm Information:

2. Name of Office: _____

Office Address: _____ City: _____ State: _____ Zip: _____

Office Phone Number: _____ Office Fax Number: _____

Office E-Mail Address: _____

Office Web Address: _____

Corporate License Number: _____ Type: Sole Proprietorship Partnership Corporation LLC

CCAR Member: Yes / No **FOR CCAR OFFICE USE ONLY** Date: _____

MMSI Number: _____ NRDS Number: _____ MLS Office Code: _____

DR® MMSI Number: _____ DR® NRDS Number: _____ MMSI (Office) MMSI (DR)
 \$ LOGS BOD

DR® Primary with MLS DR® Secondary with MLS Primary Only Secondary Only MLS Only

Primary Board: _____ COE: _____ Orientation: _____

Notes: _____

3. Have you held, or do you hold, membership in the Collin County Association of REALTORS® or another Board/Association of REALTORS®? Yes _____ No _____

If yes, list Board/Association name: _____

Did you attend an orientation class at the above Board/Association? Yes _____ No _____

If yes, date you attended: _____

4. Addresses of any branch offices: _____

5. List names of all licensed persons with your firm (Attach separate sheet(s) if necessary):

Please Note: Designated REALTORS® (DR's) have 30 days to report any new individuals licensed with their firm either directly or indirectly (indirectly means through another broker in the firm or a corporation in which the DR has an ownership interest or management position). Any licensee not reported to the CCAR after the 30-day period will show up in the data that comes from TAR quarterly. The DR of these unreported individuals listed in the TAR report, are then billed directly by the CCAR for sponsorship dues. If the DR does not pay the invoice or require the licensee to fulfill membership criteria, the DR will be subject to suspension and ultimately termination of membership. There is NO opportunity to return licensees to TREC once the sponsorship dues are billed. To avoid future liability concerning sponsorship dues, the DR should return the license(s) to TREC and maintain a copy in their files. This refers to all licensees (real estate or appraisal trainees) whether they are actively working or not.

6. Are you a member of an institute, society or council affiliated with the National Association of REALTORS®? _____ Yes _____ No

If yes, please indicate the name of the affiliate: _____

7. What professional designations, if any, do you hold? _____

8. Do you hold, or have you ever held, a real estate license in any other state? ____ Yes ____ No

If yes, with which state: _____

9. Have there been any official sanctions of your real estate license, in this or any other state within the last five years? _____ Yes _____ No.

If yes, specify the substance of each sanction, the agency issuing such sanction, and current status or resolution of such complaint (attach separate sheet(s) if required).

10. Are you or is any real estate firm in which you are a sole proprietor, general partner or corporate officer involved in any pending bankruptcy or insolvency proceeding or have you or any real estate firm in which you are a sole proprietor, general partner or corporate officer been adjudged bankrupt in the past three years? Yes _____ No _____

If yes, specify the place(s) and date(s) of such action, and detail the circumstances relating thereto (attach separate sheets if necessary): _____

Please Note: Applicant acknowledges that if the applicant, or any real estate firm in which the applicant is a sole proprietor, general partner or corporate officer is involved in any pending bankruptcy or insolvency proceeding or has been adjudged bankrupt in the past three years, the Association may require as a condition of membership that the bankrupt applicant pay cash in advance for Association and MLS fees for up to one year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later) or, in the event that bankruptcy proceedings are initiated subsequent to obtaining membership in the Association, that the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one year from the date that the member has been discharged from bankruptcy.

11. Are there now any pending or unresolved complaints, or have there been within the past three years any complaints against you or the firm with which you have been associated before any state real estate regulatory agency or any other agency of government? _____ Yes _____ No

If yes, specify the substance of each complaint in each state, the agency before which complaint was made, and the current status or resolution of such complaint (attach additional sheets if necessary).

12. Do you have any disabilities which require special accommodations including the provision of auxiliary aids and services? _____ Yes _____ No
Please attach a written description of needs.

I do hereby request and authorize, any person or persons to furnish any information and to answer all questions asked concerning my credit worthiness or moral character in connection with this application and I agree that any information and comment furnished to the Association by any member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel or defamation of character.

The foregoing facts and statements are true to the best of my knowledge and belief.

I hereby apply for Designated REALTOR[®] membership in the Collin County Association of REALTORS[®] Inc., (CCAR). In the event my application is approved, I agree as a condition to membership to complete the indoctrination course, if any, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the National Association of REALTORS[®], including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the Association and the Constitution, Bylaws, and Rules and Regulations of the Collin County Association, the Texas Association and the National Association. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws, Rules and Regulations, and duty to arbitrate, all as from time-to-time amended.

Please Note: Applicant acknowledges that if accepted as a Member and he/she subsequently resigns or is expelled from membership in the Association with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if applicant resigns or is expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon his/her payment of the award, plus any costs that have been established

previously as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

Please Note: Dues payments to the Collin County Association of REALTORS® are not tax deductible as charitable contributions. Portions of such payments may be tax deductible as ordinary and necessary business expenses. A portion of your dues that is spent for lobbying the state or federal government is not deductible for income taxes. I further understand subscription fees to the Texas REALTOR® and Today's REALTOR® magazines are included in my dues payment. I understand dues payments are not refundable.

I agree, if my membership is approved as a Designated REALTOR® of CCAR, I will pay the prescribed dues and fees in accordance with the Bylaws of the Association, from time-to-time in effect. I agree to assume responsibility of reporting, in writing, all names of persons to CCAR, within thirty days, who become licensed with me as an employee or affiliated with me as an independent contractor (see question five above).

I further acknowledge that I am aware of the zoning ordinances effecting my office location(s) and acknowledge that my current and/or future office location(s) will be in compliance.

If this application is withdrawn prior to the first available orientation, a \$100 processing fee will be deducted from the \$300 application fee before a refund is made. If a withdrawal request is made after the first available orientation, no refund will be made of dues or application fee. The applicant must make all requests for withdrawals and/or refunds of application fees in writing. If applicable, all REALTOR® member applicants are required to attend the orientation within 60 days or two orientation offerings. Services are subject to the attendance of orientation and approval of the Board of Directors.

"This contract is subject to arbitration under the Texas General Arbitration Act".

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, may be grounds for revocation of my membership if granted.

Signature of Applicant: _____ **Date:** _____

Association Technology Services, Inc.
(Collin County Association of REALTORS® MLS Provider)
6821 Coit Road Plano, Texas 75024-5417 (972)618-3800

**APPLICATION FOR PARTICIPATION IN
NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC.
("NTREIS")**

NAME OF APPLICANT: _____

TEXAS BROKER LICENSE NUMBER OR
STATE CERTIFIED APPRAISAL CERTIFICATE NUMBER: _____

NAME OF FIRM OR COMPANY: _____

OFFICE STREET ADDRESS (No P.O. Boxes): _____
Street

City State Zip Code

OFFICE PHONE NUMBER: _____ OFFICE FAX NUMBER: _____

MAILING ADDRESS (if different): _____
Street City State Zip Code

HOME ADDRESS (if different): _____
Street City State Zip Code

LOCAL MULTIPLE LISTING SERVICE PROVIDER: _____

Utilize the Status Report to report all persons licensed, directly or indirectly, with you or your firm/company

DATE: _____ SIGNATURE: _____

1. This Application must be completed in full, legible, and returned to your local Multiple Listing Service Provider (stated above), with the Participation Agreement attached and signed.
2. The Application fee must accompany the Application (\$250.00) and the quarterly Subscriber Fee.
3. Attach a letter of good standing from your primary Board or Association of REALTORS® for yourself and each agent licensed under you or your firm/company.
4. Attach a photocopy of your Texas Real Estate Brokers License or Texas State Certified Appraisal Certificate.
5. Attach a complete Subscriber Information Sheet for each individual licensee either directly or indirectly with you or your firm/company.
6. Attach a complete MLS Waiver Form for each individual in your firm/company who meets the requirements set forth in such MLS Waiver Form.

The attached document(s) are made a part of this Application for all purposes.

**PARTICIPATION AGREEMENT
APPLICATION FOR SERVICE FROM THE
NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC. ("NTREIS")
THROUGH ASSOCIATION TECHNOLOGY SERVICE, INC., ("ATS"),
LOCAL MULTIPLE LISTING SERVICE ("MLS") PROVIDER**

STATE OF TEXAS

COUNTY OF _____

THIS AGREEMENT is made and entered into by the undersigned party ("Participant") in conjunction with Participant's Application for MLS service from NTREIS, through the local MLS provider.

FOR AND IN CONSIDERATION of the privileges of service from NTREIS, the benefits to be derived by the Participant, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon acceptance of the Application of the Participant, the Participant agrees as follows:

1. Participant acknowledges that Participant has read all Rules and Regulations of the MLS and of the National Association of REALTORS® ("NAR"), understands such Rules and Regulations, and agrees to observe, comply with, and uphold the Rules and Regulations so long as Participant is a member of the MLS.
2. Participant covenants and agrees that, for every listing of property filed with the MLS, Participant will obtain a written listing agreement from the owner or owners of the property, which listing agreement will provide:
 - (a) a good and sufficient legal description of the property;
 - (b) that the listing broker on the property has either an exclusive right to sell or lease the property, or that the listing broker is appointed as the exclusive agent of the owner for the sale or lease of the property,
 - (c) for the listing broker to make blanket unilateral offers of cooperation and compensation to all other participants in the MLS; and
 - (d) authorization for the listing broker to submit statistical information to the MLS after the property is sold or exchanged, including, but not limited to, the true sales price, whether the sale was for cash or financed by the owner, and, in the event of an exchange, the value allocated to the property by the parties to the exchange transaction.
3. Participant agrees to retain in Participant's files an executed copy of the listing agreement for a period of 365 days after the date on which the property is sold or the date on which the listing for the property is terminated, whichever is later.
4. Participant covenants and agrees, with respect to each listing of property filed with the MLS by Participant, to complete a profile sheet on a form made available by the MLS. By filing the information concerning each listing with the MLS by Participant, Participant warrants and represents to the MLS that Participant has obtained a written listing agreement described in paragraph 2 and a duly completed profile sheet containing the information required by the MLS. Participant agrees to retain in Participant's files each of the profile sheets for a period of 365 days after the date on which the property is sold or the date on which the listing for the property is terminated, whichever occurs later.
5. Participant agrees to indemnify and hold harmless NTREIS, the local MLS provider, and all other participants of the MLS of and from any and all claims, causes of action, damages, losses or injuries sustained as a result of the failure of Participant to comply with the terms and provisions of this Agreement or of the Rules and Regulations of the MLS, as amended from time to time. The indemnification provisions of this paragraph shall survive any resignation or termination of service from NTREIS by Participant. Participant acknowledges that all data included in the MLS system belongs to and is owned by NTREIS.
6. I hereby authorize representatives of NTREIS and/or the local MLS provider to request information concerning my creditworthiness in connection with this Application.
7. I agree that as a condition of my participation in NTREIS, through the local MLS provider, to complete the orientation course(s) as prescribed by NTREIS.

Signature of Participant
(Designated REALTOR®)

DATE: _____

Office Address

Office MLS Code: _____