



Part I

Membership Application and New Membership Form

I, _____, hereby apply for Designated REALTOR® REALTOR®
Membership

Primary Secondary Membership (check one) in the above-named Board/Association. When my application is approved, I agree as a condition of Membership to complete the indoctrination course of the above named Board/Association within 60 days, including the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, duty to arbitrate contractual disputes in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®, which I have read and understood prior to my membership and the Missouri Supplement thereto and the Constitutions, Bylaws, Rules and Regulations of the above named Board/Association, the State Association, and the National Association. And I further agree to complete satisfactorily a reasonable and nondiscriminatory written examination covering such Code, Constitutions, Bylaws, Rules and Regulations, and duty to arbitrate. 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.

Applicant acknowledges that if accepted as a Member and s/he subsequently resigns or is expelled from membership in the Board/Association with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon the applicant's verification that s/he 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 previously been established as due and payable, in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

**SIGNATURE ACKNOWLEDGES THAT APPLICANT HAS READ AND AGREED TO MEMBERSHIP
DUTIES,
INCLUDING ARBITRATION AND ALL NOTICES ON THIS PAGE.**

APPLICANT'S SIGNATURE

DATE

NOTICES:

REALTOR® Dues are not refundable.

1. Part of your 2018 dues structure includes \$40 that will be set aside by the Missouri REALTORS® to be used for issues activity. These monies will fund an “issues reserve fund” and may be used in the discretion of the Association to promote or oppose issues that affect REALTORS®.
2. Your 2018 dues includes a \$35.00 mandatory assessment by the National Association of REALTORS® for all REALTOR® and REALTOR-Associate® members to fund a nationwide Consumer Advertising campaign (formally known as the Public Awareness Campaign) that includes TV network and cable ads highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®.

Please note that the entire \$35 Consumer Advertising Campaign assessment qualifies as fully deductible.

3. Dues payments are not deductible as charitable contributions for income tax purposes. However, dues payments may be deductible as an ordinary business expense. It is recommended that you contact your personal tax adviser about business deductions.
4. Contributions to RPAC are also voluntary and are used for political purposes. You may refuse to contribute without reprisal and the National Association of REALTORS® or any of its state associations or local boards will not favor or disfavor any member because of the amount contributed. 70% of each contribution is used by your state PAC to support state and local political candidates. Until your state PAC reaches its RPAC goal, 30% is sent to National RPAC to support federal candidates and is charged against your limits under 2 U.S.C. 441a; after the state PAC reaches its RPAC goal it may elect to retain your entire contribution for use in supporting state and local candidates. We need your help with donations to reach our goal, thank you!
5. Missouri REALTORS PAC, Inc. may not accept contributions from corporations, associations or partnerships formed outside of chapters 347 to 360, RSMo, natural persons who are not United States citizens, foreign governments, foreign corporations other than foreign LLCs registered to do business in Missouri, other state political action committees, candidate committees, political party committees, campaign committees, exploratory committees, or debt service committees. Article VIII, Section 23.3(12) & (16).
6. The Budget Reconciliation Act of 1993 contains a provision that eliminates the deductibility of lobbying expenses of corporations and trade associations as a business expense for federal income tax purposes. Therefore, the 2018 dues paid to local, state and national associations will be nondeductible to the extent of that association’s lobbying expenditures on state and federal issues.

Since your local Board/Association has less than \$2,000 of expenses for lobbying on state and federal issues, the nondeductible portion of your Local Board’s/Association’s dues is zero. Please note below, the amount of state and national dues which REALTORS® and REALTOR-Associate® are not able to deduct on their federal tax returns as business expenses.

Estimated Lobbying Expense Percentage

Non-Deductible Portion:

National Association of REALTORS®

– 43% or \$52.00 (Annual NAR Dues, \$120.00)

Missouri REALTORS®

– 30% or \$58.50 (Annual Designated REALTOR® State Dues, \$195.00)

– 30% or \$54.00 (Annual REALTOR®/Realtor Associate® State Dues, \$180.00)

TOTAL NON-DEDUCTIBLE PORTION (DESIGNATED REALTORS®) \$110.50

TOTAL NON-DEDUCTIBLE PORTION (REALTORS®, REALTOR-ASSOCIATES®) \$106.00

**[Designated REALTOR®, REALTOR® and REALTOR-Associate® membership includes
Local, State, and National Association]**

Part II

Name of Board/Association _____

Name _____

Birthdate ____ / ____ / ____

Name of Firm _____

Gender (F/M) ____

Office Address _____

Office Phone _____

Residence
Address _____

Cell Phone _____

E-Mail Address _____

Have you held REALTOR® or REALTOR-ASSOCIATE® membership previously in any other Board
of REALTORS®? Yes No

If yes, where? _____

NRDS#: _____

Classification: Designated REALTOR® REALTOR®

Orientation Date ____ / ____ / ____

Started in Real Estate Business ____ / ____ / ____

Individual License # _____

Partnership/Corporation License # _____

Certified Appraiser License

Fax _____

Do you have any record of recent or pending bankruptcy? Yes No

Have you been found in violation of state real estate licensing regulations, civil rights laws or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three (3) years? Yes No

Within the last ten years, have you been: 1) convicted of a crime punishable by imprisonment in excess of one year or 2) been released from confinement imposed for that conviction? Yes No

Do you have any unsatisfied discipline pending for violation of the Code of Ethics? Yes No

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years? Yes No

Realtor® Association Marketing Consent

By signing below, I consent that the REALTOR® Associations (local, state national) and their subsidiaries, if any, (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax number, email address, or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Applicant's Signature _____ Date _____

Designated Realtor's Signature _____ Date _____

Tri-Lakes MLS, SOMO MLS Security Enrollment Agreement

1. The participant or subscriber agrees to abide by all MLS Governing Documents, as they may be amended and updated from time to time (including fines and penalties for infractions thereof), including but not limited to the Governing Documents specifically set forth herein.
2. The MLS agrees to maintain its Multiple Listing Service in accordance with National Association of Realtors® (“NAR”) Handbook on Multiple Listing Policy and have its Governing Documents reviewed by NAR on a periodic basis as required by NAR policy.
3. The participant or Subscriber agrees to **prohibit access to the MLS by those not authorized to use the MLS**, and agrees to keep any security features, including but not limited to passwords, confidential in accordance with the MLS Governing Documents.
4. The Tri-Lakes MLS is for my exclusive use only, and may not be shared with or used by any other person, entity, agency, firm or organization not authorized by the Tri-Lakes MLS. Sharing or giving of any TLMLS data to anyone not entitled to this information may result in violation of the MLS Governing Documents.
5. Photo Identification is required at the time of security registration, along with registration fee as established by the Directors of the Tri-Lakes MLS. Other fees may be established in accordance with TLMLS Governing Documents.
6. The participant or subscriber agrees to maintain listing information in a complete, accurate, and timely manner; and take full responsibility for the information entered.
7. The participant or subscriber agrees to allow the MLS to distribute and disseminate listing information to other participants and subscribers of the MLS (other than those whom have opted out), and to others, with approval of the participant, as may be desired or necessary, consistent with the functions of an MLS.
8. The participant or subscriber acknowledges that any copyright and ownership interest in property images taken by photographers through agreement with the MLS shall belong to the MLS. Copyright ownership interests in images submitted by the participant or subscriber shall remain with the participant or subscriber. The participant or subscriber grants a license to the MLS to reproduce, distribute, and transform the image and place an MLS copyright legend on the image. The participant or subscriber represents that it has the right to authorize the MLS to so utilize any such image and agrees to indemnify and hold the MLS harmless from and against any liability that the MLS may incur as a result of any claim that the MLS did not have the right to utilize any such image according to the license herein granted.
9. The participant or subscriber agrees not to sell MLS data or to recompile MLS data, derive products or analyses from the MLS data, or distribute in written, printed or electronic form, proprietary or copyrighted information of the MLS other than the participant or Subscriber’s own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis (“CMA”) purposes or the marketing of properties or prospective purchasers or tenants.
10. The participant agrees to be responsible to the MLS for all fees and/or fines incurred for the use of the MLS for each of his or her subscribers, including any and all assistants/office assistants, and clerical staff (licensed or unlicensed.)

- 11. The participant agrees to take full responsibility for actions taken by any of his or her subscribers, including any and all assistants/office assistants, and clerical staff (licensed or unlicensed,) and will do anything in his or her power to ensure that his or her subscribers follow the MLS Governing Docs.**
- 12. The subscriber acknowledges & understands that in addition to his or her own responsibility for complying with all MLS Governing Docs as set forth more fully above, his or her participant is fully responsible for the subscriber in matters pertaining to the MLS.**
- 13. The participant agrees to take full responsibility for any persons other than subscribers contracted or employed by the participant or his or her subscribers, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.**
- 14. The subscriber acknowledges and understands that the participant is fully responsible for any other persons contracted or employed by the participant or the subscriber, including but not limited to assistants, clerical staff, licensed or unlicensed, and acknowledge that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.**
- 15. The subscriber and/or participant agree to abide by all relevant Governing Docs and other obligations of membership including the payment of fees. If the participant or subscriber is a REALTOR® member of a board or association other than TLBOR, the participant or subscriber further agrees to be bound by the NAR Code of Ethics on the same terms and conditions as TLBOR members, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS in accordance with the established procedures of TLBOR. The participant or subscriber (whether a TLBOR member or not) understands that a violation of the NAR Code of Ethics could result in a suspension/termination of the participant or subscriber's MLS privileges including any discipline, fees, and/or fines, that may be imposed.**
- 16. The participant or subscriber confirms that he/she currently, and will on a continual and ongoing basis in the operation of his/her real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other participants or subscribers through the MLS in accordance with NAR's definitions. Participant or subscriber agrees that he/she must continue to engage in such activities during his/her participation in the MLS, and acknowledges that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.**

Acknowledgement

Access and use of the Tri-Lakes Multiple Listing Service is for the exclusive use of the Participant. Any misuse, or use for other purposes, is prohibited and may affect use and access to the service. This includes sharing or transfer of information to others, or uses that are not in accordance with our policies/procedures/rules and regulations/bylaws will constitute an unauthorized use.

BY SIGNING THIS, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND I AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Applicant's Signature _____ Date _____

Designated Realtor's Signature _____ Date _____

