

NRDS# _____

New Orleans Metropolitan Association of REALTORS®, Inc. (NOMAR) Gulf South Real Estate Information Network, Inc. (GSREIN)

DESIGNATED REALTOR® APPLICATION FOR BOARD/MLS MEMBERSHIP

1. Copy of Real Estate License or Louisiana Appraisal Certification and license must accompany application.
2. Application must be signed.
3. Payment of fees must accompany application.
4. Orientation requirement must be met prior to services being rendered.

I. **CLASSIFICATION:** I AM A _____ Principal Broker and/or _____ LA State Certified Appraiser
(If you are none of the above **do not** use this application, contact 885-3200 for further info)

II. **TYPE OF MEMBERSHIP (Check all that apply):** I HEREBY APPLY FOR

A. Membership as Designated REALTOR® in the New Orleans Metropolitan Association of REALTORS®, Inc. “NOMAR” (**Board**) _____ Yes _____ No

B. Membership as Designated REALTOR®, which is referred to as an MLS Participant, in the Gulf South Real Estate Information Network, Inc. “GSREIN” (**MLS**) _____ Yes _____ No

NOTE: If you said Yes to B above, you must be applying for membership in NOMAR under Section A above or already hold REALTOR® membership in a local Board. If you belong to another local Board, a letter of good standing from that Association is required with your application.

Primary Board Affiliation: _____

PROVISIONAL MEMBERSHIP: By signing this application you are confirming your understanding and agreement to the following provisional membership requirements.

After receipt of application, a copy of your real estate license, and payment of all dues and fees, your application will be processed within **approximately** 72 hours from the date of receipt at which time “Provisional REALTOR® membership” shall be granted. **An email confirmation** which will include your **login and password** to www.NOMAR.org and to the GSREIN MLS (if applicable) will be sent to the email provided on your application. If you joined the GSREIN MLS, and after receiving this confirmation of “Provisional Membership”, you may come to either the Metairie or Mandeville Office to subscribe to the lockbox key service.

- Provisional members are subject to privileges and obligations of membership.
- Provisional membership is granted subject to subsequent review of the application by the Board of Directors.
- Provisional membership is granted **CONTINGENT** upon **attendance and completion of the next regularly scheduled Orientation following the date on this application. Failure to attend and complete Orientation on this date will cause your Provisional Membership to be suspended along with suspension of GSREIN MLS Services, including MLS System Access and Keybox Services Access, by 10:00 a.m. on the date of this Orientation.** Membership may be re-activated upon fulfillment of this orientation requirement.
- All dues and fees paid are non refundable.

III. ORIENTATION is a requirement for membership. Live orientation is held monthly on the first Tuesday at the Metairie office (3645 N. I-10 Service Rd at the corner Division and the N Service Rd). You will automatically be registered for the next orientation.

IV. GENERAL INFORMATION

- A. Have you belonged to a REALTOR® Association in the past? Yes No
NRDS ID# (if known) _____
- B. Name: _____
(Name as it appears on LA State License)
- C. Last 4 Digits of Social Security #: _____ DOB: _____
Alien Registration or Green Card # _____
- C. Real Estate License #: _____ Broker: Sales:
- D. Primary Field of Business (required): _____
- E. Cert. Appraiser: _____
- F. Languages Spoken: _____ Designations: _____
- G. Firm: _____
- H. Firm Address: _____ City: _____ State: _____ Zip: _____
(Municipal Address)
- I. Firm Phone #: _____ Firm Fax#: _____
- J. Firm e-mail: _____
- K. Home Address: _____ City: _____ State: _____ Zip: _____
(Municipal Address)
- L Preferred Contact Phone#: _____ Fax#: _____
- M. Preferred e-mail (**REQUIRED**): _____
- N. Preferred billing type: Mail E-mail
- O. Preferred Communication: FAX MAIL E-MAIL
- P. Pref. Mail: Ofc Home Pref. Fax: Ofc Home
- Q. **Communication Authorization:** I authorize NOMAR, GSREIN, CID, WCR, IREM, or other Divisions or Councils which I may subscribe as a member to communicate information to me via Fax, Mail

and Email at the addresses and phone numbers provided and any subsequent numbers or addresses which applicant provides. Please remember to provide us with changes in address, phone, fax or email so we can keep your information current and provide timely communication to you.

R.. To add Branch Offices to GSREIN request an MLS Branch Office Participation Agreement.

V. LICENSEES

Designated REALTORS® are responsible for dues for each license that they hold. If your licensee(s) do not join the Board or MLS within 60 days of your membership approval, you become responsible for dues for them as non-members.

Please list ALL licensees which you sponsor (use separate sheet if necessary)

Name _____ Brkr/Slsmn/Cert. Apprais. _____ License # _____

VI. HISTORY

A. List all Boards of REALTORS® to which you now belong as a REALTOR® or MLS Member.

B. List all Boards of REALTORS® to which you previously belonged

C. Have you ever been disciplined by any of the above? If so, please attach copies of the Discipline or a narrative of explanation. _____ Yes _____ No

D. Have you ever been disciplined by a State Licensing Agency? If yes, please attach copies of the Discipline or a narrative of explanation. _____ Yes _____ No

E. Do you have any record of judgements by a Court or other lawful authority within the past three (3) years?

Civil Rights Laws	_____ Yes	_____ No
Real Estate Licensing Laws	_____ Yes	_____ No
Other Laws prohibiting		
Unprofessional conduct	_____ Yes	_____ No
Code of Ethics Violations	_____ Yes	_____ No
Pending Ethics Complaints	_____ Yes	_____ No
Pending Arbitration Req.	_____ Yes	_____ No
Unpaid Arbitration Awards	_____ Yes	_____ No

VII. ARBITRATION AGREEMENT AND ADHERANCE TO POLICIES

As a condition of Membership in the New Orleans Metropolitan Association of REALTORS®, Inc. or the Gulf South Real Estate Information Network, Inc., either as a Designated REALTOR® or MLS Participant:

- A. I hereby agree for myself and the firm for which I act, to binding Arbitration of disputes as defined in and provided for in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS® with any member of the New Orleans Metropolitan Association of REALTORS®, Inc., the Gulf South Real Estate Information Network, Inc., or the Louisiana REALTORS® Association in accordance with the rules and regulations, or any client covered by the Association rules and regulations.
- B. Further, I agree to binding Arbitration of disputes as defined in and provided for in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS® and in accordance with the Gulf South Real Estate Information Network, Inc. or with any other MLS Participant or Subscriber of any Board/Association MLS which shares a common database with the Gulf South Real Estate Information Network, Inc. through a Regional Agreement.
- C. NO REFUND. I understand that my dues and MLS Fees are non-refundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason under the Bylaws or MLS Rules and Regulations, including but not limited to discipline by the MLS, I understand I will not be entitled to a refund of my dues or fees.
- D. AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER. I am familiar with the Qualification and Election Provisions and the Bylaws of NOMAR and GSREIN and authorize the New Orleans Metropolitan Association of REALTORS®, Inc. and/or the GSREIN MLS or its representatives to verify any information in this application including contacting any Board/Association/MLS, the Louisiana Real Estate Commission, and any current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant/Subscriber to release all membership and disciplinary records to the New Orleans Metropolitan Association of REALTORS®, Inc. and/or the Gulf South Real Estate Information Network, Inc. I further authorize NOMAR or GSREIN use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by NOMAR, GSREIN, their agents, employees, committees or members.
- E. I 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.
- F. I understand my requirement of attendance at new member Orientation as outlined under Provisional Membership.
- G. By becoming and remaining a member, I agree to become familiar with and abide by the Constitution, Bylaws, *Code of Ethics and Arbitration Manual*, and any other rule as from time to time amended of the NATIONAL ASSOCIATION OF REALTORS®, the Louisiana REALTORS® Association, the New Orleans Metropolitan Association of REALTORS®, and the Gulf South Real Estate Information Network.

VIII. MLS AGREEMENT (For GSREIN Applicants)

For and in consideration of the services and payments hereinafter provided, the parties agree as follows:

(1) The term “**Participant**” in a Board Multiple Listing Service is defined, as follows: Any REALTOR® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service “membership” or “participation” unless they hold a current, valid real estate broker’s license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.** Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey “participation” or “membership” or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 11/08)

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and on-going basis during the operation of the Participant's real estate business. The „'actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website (“VOW”) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business” to “offer or accept cooperation and compensation” only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Adopted 11/08)

The term “**Subscriber**” in a Board Multiple Listing Service is defined, as follows: REALTORS® who are non-principal brokers, sales licensees, licensed and certified real estate appraisers, or Non-REALTORS® who are non-principal brokers or sales licensees affiliated with an MLS Participant.

(2) Participant and his agent(s) agree to abide by the rules and regulations of the MLS service and further agree and acknowledge that all MLS data and photos are the exclusive property of NOMAR/GSREIN, which data and photos are provided for the use of participant and his agents and it may not be sold, assigned or transferred, in any form, to others by participant or its agents.

(3) Participant is required to be a principal and must hold a current, valid real estate broker's license and be capable of accepting and offering cooperation and compensation to other MLS Participants; or are licensed and certified by the Louisiana Real Estate Commission to engage in the appraisal of real property.

(4) Participant and his agents acknowledge that the software used to provide on-line access to GSREIN MLS data, including the accompanying documentation, is confidential and constitutes trade secrets of Interealty. Participant and his agents agree not to disclose, disseminate or copy the computer programs or related documentation provided under this agreement, and further agree to abide by the terms and conditions of the master agreement executed between NOMAR/GSREIN and Interealty.

(5) Participant and his agents acknowledge that the information contained in the MLS is owned by the N.O. Metropolitan Association of REALTORS®, Inc. and no user may, nor may they authorize or allow anyone to, download the user's active listings, sold listing data or any other information contained in the MLS for recommercialization (resale) or any other purpose not authorized in writing by NOMAR/GSREIN.

(6) Participant and his agent(s) acknowledge that the Core Services subscribed to are as defined below:

Core Services are defined as electronic access to the Multiple Listing Service which provides:

- Current listing information
- Information communicating compensation to potential cooperating brokers

(7) I, the undersigned broker (MLS Participant), herewith request and authorize the Gulf South Real Estate Information Network, Inc. to send our clients listing property information to be placed on the Internet. We warrant that our listing client has properly authorized their property to be placed on the Internet and agree to indemnify, defend, and hold the New Orleans Metropolitan Association of REALTORS®, Inc. and the Gulf South Real Estate Information Network, Inc. harmless from any claims arising out of this request. Those listings to be placed on the Internet will be properly identified by placing a "Y(es)" in the MLS field labeled Internet and IDX. *Contact us for recommended language to be included in your listing agreement.*

Participants listings will be transmitted by the service to the following unless Participant opts out in writing to GSREIN:

- a) Internet Data Exchange (IDX)*
- b) New Orleans Metropolitan Association of REALTORS® web site
- c) Immobil.com – NOMAR & GSREIN's (Multi-Lingual) property search engine
- d) REALTOR.com.

* The right to display listing information pursuant to IDX is limited to Participants who are REALTORS®. Your listings will automatically be displayed on IDX. In order to download listings on your web site through IDX, you will need to execute the IDX Access Agreement. Contact the MLS Department at 885-3200 for information on executing an IDX Access Agreement.

In further consideration of the foregoing, the MLS Participant agrees as follows:

(8) An ENTRANCE FEE, first quarter's service fee, plus all user fees, must accompany application. Any past delinquent GSREIN/NOMAR accounts must be brought current.

(9) QUARTERLY SERVICE FEE - Participant must pay a service fee quarterly, per office, and per branch office, within the areas in which the Association provides MLS services (includes unlimited on-line access.) Accounts must be paid by the 15th of each month. If not paid by the 15th, a delinquent fee of \$25 will be

assessed. If account is not paid by the 25th of the first month of the quarter, service will be terminated. In order to rejoin MLS, the initial application procedure would apply.

(10) SUBSCRIBER/USER FEE - In addition to the above, Participant/Subscriber shall pay a Subscriber User Fee per agent in each office. The Subscriber User Fee entitles the Subscriber to an MLS access ID number. GSREIN shall invoice Subscribers the beginning of June for the fiscal year July - June. The User Fee is payable on June 1st and becomes delinquent if not paid by June 30th. As of July 1st a 25% delinquent fee will be assessed. In the event Subscriber becomes delinquent in his/her user fees, Subscriber's MLS on-line access will be immediately discontinued. After July 1st, but before July 15th, a delinquent list will be sent to each broker to identify those subscribers who have not yet paid, and notifying the broker that failure to pay the current fee and delinquent fee will result in termination of the brokers MLS service on August 1st. Since the Participant is responsible for the annual user fee times the numbers of licensees in his office, the Participant is responsible for these fees. Failure to pay the user fees within the prescribed time frame after being notified of the delinquency will be cause for the Participant's service to be terminated. In order to rejoin MLS, the initial application procedure would apply and Participant/Subscriber shall be responsible to pay GSREIN the appropriate fees in order to bring the account current, including delinquent fees.

(11) ROSTER - Participant agrees to furnish GSREIN with the address of each office and branch office, and with a current roster of all agents. This roster is to include the name and license number of each agent. The roster is to be up-dated quarterly.

(12) TERM - The term of this agreement is for a period of one (1) quarter and is to continue on a quarter-to-quarter basis thereafter unless cancelled by either party upon thirty (30) days written notice prior to the termination. If service is terminated a new application and entrance fee, quarterly fee, fees for all licensees and any past unpaid invoices must be paid for re-activation of services.

(13) RULES AND REGULATIONS - I understand and agree that by becoming and remaining a Participant/Subscriber to the MLS, I agree to abide by the MLS Rules and Regulations, 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 listing unless specifically authorized under the rules.
- C. I agree not to download MLS Data except as provided in the MLS Rules and Regs.
- D. I agree not to allow anyone other than authorized Participants, their Subscribers and the clerical users as defined in the MLS Rules & Regs 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/ID to any person nor make it available to any person. I further understand the Louisiana and United States penal Codes prohibit unauthorized access to computer databases. I agree not to allow such unauthorized access by use of my equipment or pass codes.
- F. I understand that the clerical users I have registered 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 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 to me and ultimate termination of MLS services to me.

- G. The security of many homeowners in the area depends on the security of the lockbox system. I agree to become familiar with and obey the Lock Box Procedures. I will not lend or make available my lock box key pad to any person, even if an authorized MLS user. I understand that I will be fined \$100.00 if I loan or authorize the use of my key by another individual. I further understand that the Board can incur costs in securing the system if I fail to take adequate measures to protect my keypad and lockbox and that I agree to be 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, my actions may cause damage to the New Orleans Metropolitan Association of REALTORS®, Inc.; the owner of the MLS and the Board may pursue any legal remedies against me to recover such damages.
- I. In the event Participant/Subscriber becomes delinquent in his/her MLS Fees, Participants/Subscribers MLS access will be immediately discontinued.
- J. Participant/Subscriber agrees and acknowledges that all data and photos contained in the system are owned by NOMAR/GSREIN.

IX. DESIGNATED REALTOR® LICENSEE RESPONSIBILITY

It shall be the responsibility of the Designated REALTOR® (DR) to ensure that licensees and State Certified Appraisers newly affiliated with their firm either meet all of the requirements for membership which include (1) notification to the Association, (2) completion of Application for Membership, (3) payment of appropriate dues and fees, (4) duplicate copy of real estate license, (5) attendance at Board Orientation or DR must submit Non-member dues for such licensees. These requirements must be completed within sixty (60) days of affiliation. Should any new applicant not meet the necessary requirements within the allotted time, the appropriate monies will be returned, less a \$25.00 processing fee which will be retained by The New Orleans Metropolitan Association of REALTORS®, Inc. The Designated REALTOR® will be advised and billed for this licensee as a non-member per the NOMAR bylaws.

X. INCOME TAX DEDUCTABILITY NOTICE

Contributions or gifts to the New Orleans Metropolitan Association of REALTORS®, Inc., the Louisiana REALTORS® Association, the NATIONAL ASSOCIATION OF REALTORS®, MARPAC and LARPAC are not deductible as charitable contributions for Federal Income Tax purposes. However, dues may be tax deductible as ordinary and necessary business expenses. REALTORS® may participate in the PAC by including a voluntary donation on the same check as your dues payment. No contributor will be favored or disfavored by reasons of the amount of his/her contribution or decision not to contribute. Failure to contribute will not effect an individual membership status in NOMAR or GSREIN. Applicants may not use the professional designation of REALTOR® until the Application is approved and membership requirements are completed.

Communication Authorization: By signing below I consent to receive communications from New Orleans Metropolitan Association of REALTORS®, Gulf South Real Estate Information Network, NOMAR Commercial Investment Division, LA Commercial Database, National Association of REALTORS®, Louisiana REALTORS®, Women's Council of REALTORS®, CCIM, IREM, and other Divisions or Councils of the REALTOR® Association which I may have a designation or subscribe as a member, to communicate information to me via Phone, Fax, U.S. Mail and Email at the addresses, phone and fax numbers provided in this application and any subsequent numbers or addresses which applicant

Authorized Signature _____



FOR OFFICE USE ONLY

Date Application Received _____ Date Application Processed _____

Application Processed by: _____ Date Attended Orientation _____

Copy of Real Estate or Appraiser License Attached _____

Copy of Appraiser's State Certification Attached _____

Effective Membership Date _____ Effective MLS Start Date _____

- 1. Copy of Real Estate License or LA State Appraiser Certification must accompany application.**
- 2. Application must be signed by Applicant.**
- 3. Payment of fees must accompany this application.**