

NRDS# _____

**New Orleans Metropolitan Association of REALTORS®, Inc.
Gulf South Real Estate Information Network, Inc.**

REALTOR® APPLICATION FOR BOARD/MLS MEMBERSHIP

1. Copy of Real Estate License or Appraiser License and/or Certification must accompany this application.
2. Application must be signed by Applicant and Sponsoring Broker or Certified Appraiser.
3. Payment of fees must accompany this application. Fees are prorated by the date on your R. E. license.
4. Orientation requirement must be met or Provisional Membership Services will be suspended.

I. CLASSIFICATION:

I AM AN _____ Agent _____ Associate Broker
_____ LA Licensed Appraiser Trainee _____ LA State Certified Appraiser

(If you are the Principal Broker **do not** use this application, contact 885-3200 for DR application)

Also, In order for you to apply for membership, your Sponsoring Broker or Certified Appraiser whom you are affiliated must hold membership in NOMAR/GSREIN.

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

- A. REALTOR® membership in the New Orleans Metropolitan Association of REALTORS®, Inc. "NOMAR" (Board) _____ Yes _____ No
- B. REALTOR® membership, which is referred to as an MLS Subscriber, in the Gulf South Real Estate Information Network, Inc. "GSREIN" (MLS) _____ Yes _____ No

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

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 Membership Requirements cont.

NOTE:

- 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 at the Metairie facility and by video conference **for pre-registered applicants only** in the Mandeville Office. If there are no pre-registered applicants, the video conferenced orientation will not be held. Please check which orientation you will

attend: __ JAN __ FEB __ MAR __ APR __ MAY __ JUN __ JUL __ AUG __ SEP __ OCT __ NOV __ DEC

____ Metairie Office 3645 N. I-10 Service Rd (corner Division and the N Service Rd)

____ Mandeville Office 4350 Hwy 22, Ste. J (next to Rouses in the Beau Marche Shopping Center)

LA LICENSED APPRAISER TRAINEE: If you are applying as a LA Licensed Appraiser Trainee you must (a) be working under the direct supervision of a State Certified Appraiser who currently holds membership in NOMAR as a Designated REALTOR® and/or GSREIN as an MLS Participant, and (b) must be working on your LA State Certification. If affiliation with the LA Certified Appraiser under which you are granted membership ceases, your NOMAR and GSREIN membership will be terminated until such time you become affiliated with another Certified Appraiser who is a member of NOMAR and/or GSREIN. In order to reinstate membership, a membership transfer form will be required along with payment of any dues or fees owing. Any dues and fees paid are non-refundable.

Primary Board Affiliation: _____

Sponsoring Broker Name: _____

or

Certified Appraiser you are working under the supervision of: _____

IV. GENERAL INFORMATION

A. Have you belonged to a REALTOR® Association in the past? ____ Yes ____ No

NRDS ID# (if known) _____

B. Name of Applicant: _____
(Name as it appears on LA State License)

C. Last 4 Digits of Social Security #: _____ DOB: _____

Alien Registration or Green Card #: _____

D. Real Estate License #: _____ Broker: ____ Sales: ____

E. Appraiser License #: _____

F. Languages Spoken: _____ Designations: _____

G. Firm Affiliation: _____

H. Branch Address: _____ City: _____ State: ____ Zip: ____
(Municipal address)

I. Home Address: _____ City: _____ State: ____ Zip: ____
(Municipal Address)

J. Preferred Contact Phone#: _____ Personal Fax#: _____

K. E-mail (**REQUIRED**): _____

L. Preferred Communication: ____ Mail ____ Email Preferred billing type: ____ Mail ____ Email

M. Pref. Mail: ____ Ofc ____ Home Pref. Fax: ____ Ofc ____ Home

N. **Communication Authorization:** I authorize NOMAR, GSREIN, CID, WCR, CCIM, 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.

Note: Persons other than principals, partners or corporate officers of real estate or appraisal firms must be employed by or affiliated with a Designated REALTOR® or State Certified Appraiser to be eligible for REALTOR® Membership. MLS Subscribers must remain affiliated with an MLS Participant to be an MLS Subscriber.

V. ASSOCIATION HISTORY

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

List all Boards of REALTORS® to which you previously belonged

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

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

Do you have any record of:

- ____ Yes ____ No 1. Code of Ethics violations and violations of other membership duties in any other Association within the past three years.
____ Yes ____ No 2. Pending Ethics complaints or hearings
____ Yes ____ No 3. Unsatisfied discipline pending
____ Yes ____ No 4. Pending arbitration requests or hearings
____ Yes ____ No 5. Unpaid arbitration awards or unpaid financial obligations to any other Association or Association MLS

VI. 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 REALTOR® or an MLS Subscriber:

- 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.

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.

I understand my requirement of attendance at new member Orientation as outlined under Provisional Membership.

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.

VII. MLS RULES AND REGULATIONS

I understand and agree that by becoming and remaining a 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 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 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 is owned by NOMAR/GSREIN.

It shall be the responsibility of the Designated REALTOR® to ensure that licensees and State Certified Appraisers newly affiliated with their firm 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. 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 per the NOMAR bylaws.

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 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.**

I agree to the terms and conditions as stated in this application and certify that the information given in this Application is true, complete and correct.

In consideration of granting the applicant Provisional Membership and access to the GSREIN'S MLS and Lock Box System, said Applicant and the Sponsoring Broker, both, individually and jointly agree to abide by all rules and regulations, by-laws, and charter provisions of NOMAR and GSREIN and further do agree to hold harmless, indemnify and defend NOMAR and GSREIN from any and all claims or losses which might arise from their failure to do so.

Signature of Applicant

Date

**Signature of Sponsoring Broker, MLS Participant
Or Certified Appraiser Supervising Applicant**

Date

(Broker) Approval of Agent MLS access to add/ edit listings. ____ Yes ____ No

DUES & FEES PAID:

NOMAR New Member Fee \$ _____

LRA New Member Fee \$ _____

NOMAR Dues \$ _____

LRA Dues \$ _____

NAR Dues/Assessments \$ _____

MARPAC Contribution \$ _____

TOTAL BOARD DUES/FEES \$ _____

MLS Member Fees \$ _____

TOTAL MLS FEES \$ _____

TOTAL AMOUNT PAID \$ _____ Check# or Payment Type _____

I authorize the TOTAL AMOUNT PAID to be charged to the credit card as follows:

____ VISA ____ Master Card ____ Discover ____ American Express Expiration Date _____

Print Name on Account _____ Account# _____

Authorized Signature _____

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FOR OFFICE USE ONLY

Check# or Payment Type Received: _____ Date Application Received: _____

Application Processed by: _____ Date Application Processed: _____

Date Attended Orientation: _____ Copy of Real Estate License Attached: _____

Copy of Appraiser License Attached: _____ Copy of Appraiser Certification Attached: _____

Effective Membership Date: _____ Effective MLS Start Date: _____

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