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2021 SECONDARY MEMBERSHIP APPLICATION (4 PAGES)

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Name (EXACTLY a	s it appears on you	ır license):		
Nickname:				
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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®, including the <u>California Code of Ethics and Arbitration</u>

 <u>Manual</u> and the constitution, bylaws, policies and rules of the National Association of REALTORS®, including the NAR Code of Ethics, 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 requires orientation, I must complete such orientation prior to becoming a member of the Board/Association, or by the deadline set by the Board/Association if provisional membership is allowed.
- 4. **License validity.** I understand that if my primary association membership is suspended or terminated, or my license is terminated, lapses or inactivated at any time, my membership is subject to immediate suspension/ termination.
- 5. **No refund**. I understand that if my license is terminated, lapses or inactivated at any time, my REALTOR® membership is subject to immediate termination and I will not be eligible for a refund.
- 6. **Authorization to release and use information; waiver**. I authorize the Board or 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 or Association where I held, or continue to hold, any type of membership. I further authorize any Board or Association where I held, or continue to hold, any type of membership to release all my membership or disciplinary records to this Board or 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 pending; (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 or 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.
- 7. **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, text or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all Board/Association (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association (including the local, state and national, or their subsidiaries or representatives)
- 8. **Arbitration Agreement.** A condition of membership in the Board/Association as a REALTOR® or REALTOR-ASSOCIATE® 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 Broker or Appraiser Participant 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 participants and subscribers; or (ii) any other Broker or Appraiser Participant or Subscriber of another Board/Association which shares a common database with this Board/Association 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, pursuant to the *California Code of Ethics and Arbitration Manual*.

MALIBU CARAVAN RULES & PROCEDURES (initials required at bottom of page, please read)

1. MALIBU CARAVAN: WEDNESDAY, 10am – 12:30 pm. NEW MLS/CLAW LISTINGS ONLY (NEW=180 DOM or less). A new MLS listing may appear on this Caravan only three times in the first 6-month period of the listing date. If an agent submits a property more than three times during this time frame, or it is over 180 DOM, it will be automatically rejected and moved to Open House. Caravan will be organized according to the geographical sequence.

MALIBU OPEN HOUSE: **WEDS. 12:30 Noon - 2:00 p.m.** There is no limit to the number of times a property may be placed on Open House. Property must be currently ACTIVE in the MLS /CLAW. The properties may be anywhere, during any week.

- 2. <u>TOPANGA CARAVAN</u> THURSDAY (Area 27 Only): 10am 12:30pm, weekly. Same rules apply per "Caravan" above. You can choose all three options: Malibu Caravan, Malibu Open House, and Topanga Caravan (separate days).
- 3. <u>PARTICIPANTS</u>: All properties MUST BE HOSTED by a licensed agent or a qualified representative. Clients/customers are welcome with PERMISSION from the listing agent and accompanied by an agent. The Malibu and Topanga Caravans are a benefit of Primary and Secondary Membership of the M.A.R. and permission to submit properties is only available to members in good standing.
- 4. <u>DEADLINE</u>: Deadline for submitting all entries is always 3:00 p.m. on Monday for the coming Thursday. If Monday is a holiday, entries can be made the entire week before the deadline, from any computer in any location. Late submissions will not be accepted, as the online system will not allow submissions to be made after the deadline. No exceptions will be made. Certain Holiday weeks will have no Caravan; this is noted on the Caravan Schedule.
- 5. <u>SUBMISSIONS</u>: Enter submissions online at www.maliburealtors.org (Once you have logged in, click on the CARAVAN TAB, then click on SUBMIT. You must login with your member ID# and password). All fields are required in the submission form. The system will not permit you to submit without completing all fields. Please print your confirmation page.

 5a. Submissions can only be made by the MAR member/agent (or co-listing agent and MAR member) who is shown on the MLS listing (or by their designated assistant) and whose name will appear on the Caravan Sheet. Using an MAR membership account to add a property on Caravan and or Open House for someone other than the person(s) whose name appears on Caravan can result in a membership review by the Caravan Committee and the Board of Directors.
- 6. **EAST/WEST DIVISION:** WEST END is anything west of Latigo Canyon Road. EAST END is anything east of, and including, Latigo Canyon Road, and roads/streets entered via Latigo Canyon Road. The CARAVAN SCHEDULE may be obtained online in the Caravan section. The acceptance of properties that might be considered "out of area" and the order/time slot of properties published in Caravan and Open House are at the discretion of the Caravan Publisher.
- 7. **RAIN / SHINE**: M.A.R.® does not cancel the Caravan. **The individual agents** will be responsible for making the decision for their particular property and can notify the office of a cancellation. We will notify membership of cancellations by e mail. Checking the Rain or Shine box on the Caravan form will reflect their decision. This weekly schedule of EAST END/WEST END does not change because of weather conditions. There is no automatic carry over of the original submission form. It is only valid for that date of submission.
- 8. <u>CANCELLATIONS</u>: If you are unable to hold the property open, contact the MAR office immediately. We cannot stop the listing once it has been published and printed by members, but we do send an email the day before Caravan to notify members of any cancellations. You can also use the **Caravan Cancellation/Addition Form which may be obtained by contacting the Association office. In addition, YOU MUST:** Place a "CANCELLED" sign conspicuously on the property the day of the Caravan/Open House and place a "CANCELLED" sign conspicuously on Pacific Coast Hwy the day of the Caravan/Open House. The sign must be clearly visible.
- 9. <u>ADDITIONS</u>: If you miss the Caravan submission deadline, you can call the Association office to obtain the **Caravan Cancellation/Addition Form.** It is **your** responsibility to notify the offices of your addition by phone or fax. It will **not** appear on the Caravan listing sheet.
- 10. DRIVE-BY'S: Absolutely NO "Drive-By Listings" on Caravan or O/H. Listing agent or assistant must be present.
- 11. **<u>DISTRIBUTION</u>**: The Association office will publish the Caravan for all members to view online by noon on Tuesday. To view current caravan login with membership ID and password, click on CARAVAN TAB, then click on VIEW CARAVAN. Members may print the caravan directly from this page. Distribution is otherwise prohibited.
- 12. **LIABILITY**: The listing agent agrees to indemnify The Malibu Association of REALTORS®, its Directors, officers, members and employees from all claims, demands, or liability and the cost of defense against such claims, demands, or liability from any person or entity that may arise during, or caused in any manner by, participation of the property on The Malibu Caravan.

 Applicant: I have read the M.A.R. Caravan Rules: Initials Required

I certify that I have read and agree to the all terms and conditions, and all information given is true and correct.				
APPLICANT'S SIGNATURE	Date			

2021 Dues - Secondary Members						
Annual Dues	\$305	Processing Fee: \$25	Total: \$330			
Dues are Pro-Rated starting: September \$255 Processing Fee: \$25 Total: \$280						
October	\$205	Processing Fee: \$25	Total: \$230			
November	\$155	Processing Fee: \$25	Total: \$180			

PAYMENT FOR SECONDARY MEMBERSHIP

Exp. Date	CID code:
credit card payment for my M	embership Dues, as indicated above.
Date:	

Once complete: file/save with your name, emailto:membership@maliburealtors.org

Please allow up to 2 days for processing.

MAR hours: Mon - Thurs, 9:30 am - 4:30 pm

Membership is not final until you receive confirmation from MAR by email.

Thank you for your application.