

Elmira-Corning Regional Association of REALTORS®

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Corning, New York 14830

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We welcome your interest in joining the Elmira-Corning Regional Association of REALTORS®. Joining the world's largest trade and professional association through your membership in the Elmira-Corning Regional Association of REALTORS® will give you a wide range of benefits, services and professional development.

Take a moment to complete your application and go over the information with your Broker. When you have completed the enclosed forms, please call the Association office to set up an appointment with Sandy Rose, our Member Services Coordinator. This meeting usually takes about two hours. You will need to bring the following items with you: all completed paper work, a copy of your large paper license, and a membership application fee of \$200.00. If you wish to receive a lockbox key on the day of this meeting you will also need to bring a separate check in the amount of \$100.000 for your lockbox key deposit.

If you are applying as a secondary and/or MLS only subscriber member, you must also submit a letter of good standing from your primary REALTOR® Association.

We look forward to working with you. If you have any questions, please feel free to contact us.

APPLICATION FOR REALTOR® MEMBERSHIP

To the Elmira-Corning Regional Association of REALTORS®, I hereby apply for REALTOR® membership in the ERCAR and am enclosing my check in the amount of \$200.00 for a one time application fee. My prorated dues in the amount of \$_____ can be paid with the submission of this application or no later than the last day of the month in which I join, and are payable to ECRAR. My application fee and any dues that have been paid will be returned to me in the event of non-election. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws and Rules and Regulations of ECAR, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

NOTE: Application acknowledges that if accepted as a member and he/she subsequently resigns from the Board or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.

I also understand that there will be no rebate of dues if I discontinue my membership in the Association. _____ (initial here)

I hereby submit the following information for your consideration:

Mr. Mrs. Miss Ms.

(First Name) (Middle Name/Initial) (Last Name) (Suffix)

Male Female *Date of Birth _____ (optional)

Real Estate/Appraiser License Number: _____ License Expiration Date _____
(MM/DD/YYYY)

Type of Membership: Broker Associate Broker Salesperson Appraiser

Office Name: _____

Office Address: _____

Office Phone: _____ Office Fax: _____ Office email: _____

Office Website: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____ Personal E-mail: _____

Personal Website: _____

Preferred Mailing Address: Home Office Preferred Phone: Home Office Cell

Are you currently a member of any other association of REALTORS®? Yes No

If yes, state who your primary association is: _____ and are you requesting to be a MLS participant only? YES NO NRDS ID#: _____

Have you previously held membership in any other association of REALTORS®? YES NO

If yes, name of association and type of membership held: _____

Have you ever been refused membership in any other association of REALTORS®? YES NO

If yes, state the basis for such refusal and detail the circumstances related thereto. Provide details as an attachment.

Have you ever been found in violation of the Code of Ethics or other membership duties in the past three years?

YES NO If yes, provide details as an attachment.

Do you have any Code of Ethics complaints pending? YES NO

If yes, specify the substance of each complaint in each state, the agency before which complaint was made, and the current status of the complaint as an attachment.

Have you been found in violation of state real estate licensing, regulations within the last three years? YES NO

If yes, provide details and attach to this application.

Has your license ever been suspended or revoked? YES NO

If yes, specify the place(s) and date(s) of such action, and detail the circumstances relating to the suspension or revocation and attach to this application.

Have you been convicted, adjudged or otherwise recorded as guilty by final judgment of any court of competent jurisdiction of a felony or other crime? YES NO

If yes, provide details and attach to this application.

Area of Specialization:

Choose up to 2 specialties. Mark "P" for your Primary field of business and "S" for your Secondary field of business.

Residential	Commercial
<input type="checkbox"/> 100 General Residential Sales	<input type="checkbox"/> 200 General Commercial Sales/Leasing
<input type="checkbox"/> 101 Existing Sales	<input type="checkbox"/> 206 Property Management
<input type="checkbox"/> 102 New Homes	<input type="checkbox"/> 207 Appraiser
<input type="checkbox"/> 103 Buyer Brokerage	<input type="checkbox"/> 220 Brokerage Management
<input type="checkbox"/> 107 Condominiums	<input type="checkbox"/> 221 Corporate Management
<input type="checkbox"/> 109 Appraisal	<input type="checkbox"/> 223 Investment Properties
<input type="checkbox"/> 120 Brokerage Management	General
<input type="checkbox"/> 121 Corporate Management	<input type="checkbox"/> 301 General Appraisal
<input type="checkbox"/> 122 Sales Management	<input type="checkbox"/> 302 General Real Estate
<input type="checkbox"/> 123 Trainer/Instructor/Educator	Specialties
<input type="checkbox"/> 130 Property Management-single family	<input type="checkbox"/> 313 Financial Services
<input type="checkbox"/> 131 Property Management-multi-family	<input type="checkbox"/> 314 Real Estate Law
<input type="checkbox"/> 132 Property Management-condo/resorts/time shares	<input type="checkbox"/> 316 Relocation
	<input type="checkbox"/> 319 Real Estate Taxation
	<input type="checkbox"/> Other

Please indicate the professional designations or certifications that you currently hold. (Check all that apply)

<input type="checkbox"/> ABR	<input type="checkbox"/> CCIM	<input type="checkbox"/> CRB	<input type="checkbox"/> GAA	<input type="checkbox"/> MAI	<input type="checkbox"/> SIOR
<input type="checkbox"/> ABRM	<input type="checkbox"/> CIPS	<input type="checkbox"/> CRE	<input type="checkbox"/> GRI	<input type="checkbox"/> RAA	<input type="checkbox"/> SRA
<input type="checkbox"/> CAE	<input type="checkbox"/> CPM	<input type="checkbox"/> CRS	<input type="checkbox"/> LTG	<input type="checkbox"/> RSPS	<input type="checkbox"/> SRES

Are you a registered voter? YES NO (optional)

Education Level	(optional)	Ethnicity	(optional)
<input type="checkbox"/> High School	<input type="checkbox"/> Bachelor's Degree	<input type="checkbox"/> Asian/Pacific American	<input type="checkbox"/> Native American
<input type="checkbox"/> Some College	<input type="checkbox"/> Graduate Degree	<input type="checkbox"/> Black/African American	<input type="checkbox"/> White/ Caucasian
<input type="checkbox"/> Associate's Degree	<input type="checkbox"/> Other	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Other

Foreign Languages spoken: (optional) _____

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, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Elmira-Corning Regional Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

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 numbers, e-mail address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) 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.

Dated: _____ Signature: _____

Date and sign the section below if you are requesting access to the MLS system

I wish to have access to the Multiple Listing Service of the Elmira-Corning Regional Association of REALTORS® ("MLS") and I agree to abide by its Bylaws, Rules and Regulations and other governing documents as from time to time adopted. Failure to attend mandatory new member orientation according to the Bylaws/MLS Rules and Regulations will result in suspension of MLS access.

Dated: _____ Signature: _____

If you are requesting access to the MLS system, please fill out the information listed below as you want it to appear in the MLS system. NOTE- this information is seen on many public websites.

Name: _____ Email: _____

Contact phone #: _____ *(this number appears with your listings as well as on rosters)*

Home phone #: _____ *(optional, this number will appear on rosters)*

Other phone #: _____ *(optional, this number will appear on rosters)*

Mailing address: _____
(Office address is recommended, as this address will appear in rosters found on the web)

LOCKBOX KEY SYSTEM

- I am requesting access to the lockbox system**
- I am declining access to the lockbox system at this time but understand that I can request participation at any time during my membership.**

Only complete the following two pages if you wish to access to the lockbox key system.

The Elmira-Corning Regional Association of REALTORS® (ERCAR) SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE ECRAR/MLS, and MLS PARTICIPANT (known as "Participant")

(Name of Participating Broker and Company)

AND MLS PARTICIPANT'S LICENSEE ("Authorized User or Agent") _____

(Name of Agent)

1. **SMART CARD RECEIPT:** Participant and Agent acknowledge receipt of the SentiLock Smart Card/reader from the ECRAR/MLS.
2. **TITLE TO SMART CARD:** Participant and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the ECRAR/MLS.
3. **CARD EXCHANGE BY SENTRILOCK OR ECRAR/MLS:** SentiLock may at its discretion require the ECRAR/MLS to replace the Smart Cards used by the ECRAR/MLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Card at no cost to the ECRAR/MLS unless the exchange is necessary due to Customer negligence.
4. **CURRENT UPDATE:** Agent acknowledges that the Smart Card has an update and that this code expires on a daily basis, prohibiting further use of the Smart Card until a new update is obtained from the ECRAR/MLS by placing the Smart Card in an ECRAR/MLS Card Reader or by another authorized method.
5. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates membership with the ECRAR/MLS and returns the Smart Card to the ECRAR/MLS.
6. **RETURN OF SMART CARD/READER:** Participant and Agent agree to return the Smart Card/reader within the earlier of (1) 48 hours of receipt of a request to do so by the ECRAR/MLS or SentiLock or (2) within five working days after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in the MLS.
 - b. Termination of an Agent's association with the said Participant for any reason.
 - c. Failure of the Participant /Agent to perform in accordance with any and /or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
 - d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the Smart Card/reader to ECRAR/MLS.
7. **SECURITY OF SMART CARD:** Participant and Agent acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the Smart Card in Agent's possession or in a safe place at all time.
 - b. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
 - c. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the Smart Card or allow any person to do so.
 - e. To not assign, transfer or pledge the rights of the Smart Card.
 - f. To notify the ECRAR /MLS immediately of the loss or theft of a Smart Card. The Participant/Agent shall sign and deliver a statement to the ECRAR/MLS with respect to the circumstances surrounding the loss or theft. ECRAR/MLS shall charge for the replacement of Smart Cards either lost or damaged.
 - g. To follow all additional security procedures as specified by the ECRAR/MLS.
8. **REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Agents who:
 - a. Have complied with this Agreement and the policies and procedures of the ECRAR/MLS with respect to the SentiLock System.
 - b. Pay a fee and/or deposit specified by the ECRAR/MLS to replace a Smart Card lost, stolen, damaged or defective.
9. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the Elmira-Corning Regional Association of REALTORS®, Inc. Multiple Listing Committee and or the Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card/reader and the Participant or Agent's right to be issued a Smart Card/reader.
10. **IDEMNIFICATION:** Participant and Agent agree to indemnify and hold the ECRAR and or the MLS and all of its respective officers, directors, MLS committee members and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the ECRAR/MLS resulting from loss, use or misuse of the SentiLock System including, but not limited to, any and all liabilities, including attorney's fees incurred by them as a result of damage or injuries to property or persons arising out of any entry by any person into any premises by use of the SentiLock System.

11. **REIMBURSEMENT:** Participant and Agent agree that, in the event that the ECRAR/MLS shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the ECRAR/MLS may be entitled.
12. **GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall nevertheless continue in full force.
13. **PARTIAL INVALIDITY:** If any provisions of this contract are held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
14. **DISCLOSURE TO CLIENTS:** The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is entered in to the MLS, reflecting that the lockbox has been authorized by seller. The ECRAR listing contract covers the permission of Lock Box installation.
15. **PARTICIPANT'S RESPONSIBILITIES:**
 - a. Participant warrants that Participant is either a licensed real estate broker or certified real estate appraiser and Participant of the Elmira-Corning Regional Association of REALTORS' MLS.
 - b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.
 - c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.
 - d. Participant agrees to notify the ECRAR/MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
 - e. Participant agrees to take all responsible means to obtain Agent's Smart Card/reader or cause Agent to return Smart Card/reader to ECRAR/MLS. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card/reader is returned. If an Agent does not return the Smart Card/reader, Participant agrees to furnish ECRAR/MLS with copies of written correspondence of all attempts made to obtain said Smart Card/reader.
 - f. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of ECRAR/MLS Smart Card privileges and, further, could cause the ECRAR/MLS to recall all Smart Cards/readers issued to the Participant and the Participant's Agent.
16. **MLS RULES AND REGULATIONS:** Listing Participant/Agent agree to abide by the MLS Rules and Regulations, and the Lock Box Policies and Procedures of the ECRAR as amended from time to time.
17. **ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:** This written contract expresses the entire agreement between Participants, Agents, and the ECRAR/MLS with respect to SentiLock Smart Cards/readers. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Agent.

Dated _____

BY _____ Multiple Listing Service of Elmira-Corning
Regional Association of REALTORS®

Agent _____

Participant (Broker) _____

The lessee has paid a one hundred dollar (\$100.00) deposit in the form of:

cash or ck# _____ or deposit rollover

Lock box key/reader returned on ____/____/____

Accepted by _____ ECRAR

Deposit Returned; Board Check # _____ Date: _____ By: _____

ELMIRA-CORNING REGIONAL ASSOCIATION OF REALTORS® MEMBERSHIP BENEFITS

- Affordable, local continuing education courses for license retention
- Free mandatory online ethics course
- Local Professional designation courses through co-op with NYSAR
- Salespersons/Brokers/30 hr. remedial courses offered each year
- Free IDX program
- Internet based MLS program
- On-site MLS assistance/training
- Tax data online for Steuben, Chemung, Schuyler, Seneca, Yates, Tioga and Tompkins Counties
- Electronic lockbox system featuring daily access reports, custom features, increased security and more
- Reciprocal MLS agreements with 5 surrounding boards; Bradford/Sullivan, Broome, Cayuga, Ithaca, and Rochester
- Networking and peer learning through committees and events
- Free Holiday Open House featuring our annual charity auction
- Community Service projects to promote REALTOR® image
- Discounts on vision care from Empire Vision
- Full-time staff to assist you with your needs
- Board leadership attends state/national meetings to stay abreast of current issues and legislation.
- FYI updates on news that affects your business
- Mediation/Grievance procedures overseen by certified Professional Standards Administrator
- Board website provides valuable resources to both members and consumers w/ FREE open house advertising
- Download contracts FREE from the web site
- Low-cost travel packages annually to Tri-State Convention
- Real Estate tools available for purchase, such; as lead based paint booklets, agency pamphlets etc.
- Lending Library of tapes, videos, and books

**2010 New Member Dues Prorating Schedule
FOR PRIMARY MEMBERS**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	*Oct	*Nov	*Dec
ECRAR												
Dues	\$75.00	\$50.00	\$25.00	\$175.00	\$150.00	\$125.00	\$100.00	\$75.00	\$50.00	\$25.00	\$125.00	\$100.00
MLS	\$132.96	\$88.64	\$44.32	\$310.24	\$265.92	\$221.60	\$177.28	\$132.96	\$88.64	\$44.32	\$221.60	\$177.28
-Sentrilock	\$48.60	\$32.40	\$16.20	\$113.40	\$97.20	\$81.00	\$64.80	\$48.60	\$32.40	\$16.20	\$81.00	\$64.80
NYSAR												
Dues	\$62.00	\$56.83	\$51.67	\$46.50	\$41.33	\$36.17	\$31.00	\$25.83	\$20.67	\$15.50	\$72.23	\$67.17
IMF/LAF	\$8.00	\$7.33	\$6.67	\$6.00	\$5.33	\$4.67	\$4.00	\$3.33	\$2.67	\$2.00	\$9.33	\$8.67
NAR												
Dues	\$80.00	\$73.33	\$66.67	\$60.00	\$53.33	\$46.67	\$40.00	\$33.33	\$26.67	\$20.00	\$93.33	\$86.67
PR	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$70.00	\$70.00
TOTAL	\$441.56	\$343.53	\$245.53	\$746.16	\$648.11	\$550.11	\$452.08	\$354.05	\$256.05	\$158.02	\$672.59	\$574.59

* NYSAR and NAR dues seen above are based on 2008 rates and are subject to change in September.

-Sentrilock participation is optional

A \$200.00 new member application fee is due with the application. If the new member wishes to obtain a lockbox key a \$100.00 Lockbox key Deposit is also required with the application. Dues are prorated and are due at the end of the month in which the new member applies for membership.

**2010 New Member Dues Prorating Schedule
FOR MLS ONLY MEMBERS**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
MLS	\$147.96	\$98.64	\$49.32	\$345.24	\$295.92	\$246.60	\$197.28	\$147.96	\$98.64	\$49.32	\$246.60	\$197.28
-Sentrilock	\$48.60	\$32.40	\$16.20	\$113.40	\$97.20	\$81.00	\$64.80	\$48.60	\$32.40	\$16.20	\$81.00	\$64.80
TOTAL	\$196.56	\$131.04	\$65.52	\$458.64	\$393.12	\$327.60	\$262.08	\$196.56	\$131.04	\$65.52	\$327.60	\$262.08

A \$200.00 new member application fee is due with the application. If the new member wishes to obtain a lockbox key a \$100.00 Lockbox key Deposit is also required with the application. Dues are prorated and are due at the end of the month in which the new member applies for membership.

2010 DUES SCHEDULE

Primary REALTOR®/MLS Members: Total per year \$1,210.84

APR 2010 - OCT 2010:	ECBOR Board Dues	\$175.00	
MLS Dues	\$280.00		
	Sentrilock Fees	\$113.40	
	Apple Miner Tax Program	<u>\$ 30.24</u>	
		\$598.24	Due date: 03/26/2010
NOV 2010 – MAR 2011:	NAR Dues (2010)	\$ 80.00 *	
	NAR P.R. Campaign (2010)	\$ 35.00 *	
	NYSAR Dues (2010)	\$ 62.00 *	
	NYSAR IMF/LAF** (2010)	\$ 8.00 *	
	ECBOR Board Dues	\$125.00	
	MLS Dues	\$200.00	
	Sentrilock Fees	\$ 81.00	
	Apple Miner Tax Program	<u>\$ 21.60</u>	
		\$612.60	Due date: 10/22/2010

MLS Only: Total per year \$786.24

APR 2010 – OCT 2010:	MLS Dues	\$315.00	
	Sentrilock Fees	\$113.40	
	Apple Miner Tax Program	<u>\$ 30.24</u>	
		\$458.64	Due date: 03/26/2010
NOV 2010 – MAR 2011:	MLS Dues	\$225.00	
	Sentrilock Fees	\$ 81.00	
	Apple Miner Tax Program	<u>\$ 21.60</u>	
		\$327.60	Due date: 10/22/2010

Affiliate Members: Total per year \$300.00

APR 2010 – MAR 2010:	ECRAR Board Dues	\$175.00	Due date: 03/26/2010
NOV 2010 – MAR 2011:	ECRAR Board Dues	\$125.00	Due date: 10/22/2010