

Elmira-Corning Regional Board of REALTORS®, Inc.

3338 State Route 352
Corning, New York 14830

Website www.elmira-corningrealtors.com

Telephone 607-562-7035

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email srose@elmira-corningrealtors.com

We welcome your interest in joining the Elmira-Corning Regional Association of REALTORS® as an Affiliate Member. Affiliate Members have many opportunities to participate in the Association:

- Your name and company name will be listed on the Elmira-Corningrealtors.com website
- Your name and company will appear in our MLS system so agents have your contact information at their fingertips
- You may attend our membership meetings throughout the year; these meetings create great networking opportunities
- You will receive updates from the association
- You may lease a Sentrilock key card that will give you access to properties that are being marketed for sale; however, you must have a legitimate need for it, such as a home inspector.
- You are given the opportunity to sponsor events throughout the year
- Affiliate members can purchase ad space on our Elmira-Corningrealtors.com website
- You are welcome to join an association committee

When you have completed the application you may mail it or fax it to the address/fax # found above.

We look forward to working with you. If you have any questions, please email us at srose@elmira-corningrealtors.com

**Elmira-Corning Regional Association of REALTORS®
Affiliate Application for Membership**

I hereby apply for Affiliate Membership in the Elmira-Corning Regional Association of REALTORS®. Enclosed is a check for the application fee in the amount of \$50.00, which will be returned in the event that this application is not accepted. Once acceptance into the board has been granted, I agree to abide by the Rules and Regulations set forth in the By-Laws, policy and procedures or the ECRAR and the Code of Ethics of the National Association of REALTORS®. I irrevocably waive all claims against the Board or any of its Officers, Directors, or Members for any acts in connection with the business of the Board, and particularly as to it's or their acts in election or failure to elect, advancing, suspending, expelling, or otherwise disciplining me as an applicant, or as a member.

Business Name _____
(as you want it to appear on the roster)

Type of Business _____

Office Address _____

City _____ **State** _____ **Zip** _____

Office Phone: _____ **Office Fax:** _____

Office Web Page: _____

Contact Person: _____ **Title:** _____

Contact Persons email: _____

Contact Persons phone: _____

I am authorizing contact of the following members of the Board who know me:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Are you a past or current member in another REALTOR® Association Board?
Yes or No (circle one) if yes please list: _____

I agree to pay the fees as established by the Board of Directors until such time as written resignation is tendered to the Association. Currently Affiliate dues are \$300.00 annually. I will receive my first prorated dues billing after my membership has been approved by the board of directors.

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, 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(s) in the future. This consent recognizes that certain state federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Signature of Applicant

Date

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.**

Complete the following two pages, only if you wish participate in the lockbox system.

The Elmira-Corning Regional Association of REALTORS® (ECRAR) SMART CARD AUTHORIZED USER AGREEMENT FOR NON-MLS PARTICIPANTS

IT IS HEREBY AGREED BETWEEN THE ECRAR/MLS, and the ECRAR Authorized Office (known as "company owner")

(Company Owner and Company Name)

AND ECRAR Authorized non-mls participant Key User (known as "User") _____

(Name of key user)

1. **AUTHORIZATION:** The ECRAR/MLS may, upon approval of the ECRAR board of directors, lease keys to affiliate members who are in good standing and actively engaged in a recognized field of real estate practice or in related fields, or to unlicensed personal assistants and/or individuals seeking licensure as a real estate appraiser, who are under the direct supervision of a designated REALTOR®, or MLS participant, or their licensed designee. In such instances, the lease agreement shall be signed by the key user and by a principal, partner, or corporate officer of the key user's firm and if applicable, unlicensed assistant's licensed designee. A copy of a government issued photo ID of the user is required is required to be kept on file with the ECRAR.
2. **TITLE TO SMART CARD:** Company Owner and User 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:** User 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 or employment with the company owner and returns the Smart Card/reader to the ECRAR/MLS.
6. **RETURN OF SMART CARD/READER:** Company Owner and User 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 the Affiliate Office as an ECRAR Affiliate Member.
 - b. Termination of a User's association with the said Owner for any reason.
 - c. Failure of the Company Owner /User 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 Company Owner/User, heirs or personal representatives will surrender the Smart Card/reader to ECRAR.
7. **SECURITY OF SMART CARD:** Company Owner/User acknowledges 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 User'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 PUPROSE 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 Company Owner/User 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 Users 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:** Company Owner and User 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 Company Owner or User's right to be issued a Smart Card/reader.

- 10. **IDEMNIFICATION:** Company Owner and User 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:** Company Owner and User agree that, in the event that the ECRAR/MLS shall prevail in any legal action brought by or against the Company Owner/User to enforce the terms of this Agreement, the Company Owner/User 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. **COMPANY OWNER'S RESPONSIBILITIES:**
 - a. The Company's owner warrants that the Company is a member in good standing with the ECRAR, and that the User is actively employed by the Company.
 - b. The Company Owner agrees to enforce the terms of the Agreement with respect to any User 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 User.
 - c. The Company Owner agrees to notify the ECRAR/MLS immediately, in writing, should the Company or User terminate their relationship or should with ECRAR/MLS, or should the user no longer be associated with the company.
 - d. The Company Owner agrees to take all responsible means to obtain User's Smart Card/reader or cause User to return Smart Card/reader to ECRAR/MLS. The Company Owner will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card/reader is returned. If a User does not return the Smart Card/reader, Company Owner agrees to furnish the ECRAR/MLS with copies of written correspondence of all attempts made to obtain said Smart Card/reader.
 - e. The Company Owner agrees that he/she is jointly and severally liable, together with the User, for all duties, responsibilities and undertakings of the User 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 Company and the Company's User.
- 15. **MLS RULES AND REGULATIONS:** The Company Owner/User 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.
- 16. **ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:** This written contract expresses the entire agreement between Company Owner, User, 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 Company Owner or User.

User _____ Dated _____

Company Owner _____ Dated _____

Licensed Designee _____ Dated _____

Copy of Government issued photo ID of user attached: Office is in Good Standing with ECRAR

- 17. **REQUEST FOR AFFILIATE SMART CARD AUTHORIZATION**
Please attach a statement explaining the nature of your business requiring your need to obtain a smart card/reader from the ECRAR/MLS. Date of Board approval: _____ ECRAR/MLS Official: _____
- 18. **SMART CARD RECEIPT:** User acknowledges receipt of the SentiLock Smart Card/reader from the ECRAR/MLS.

Signature of Key holder: _____

Signature of ECRAR Official _____ Date key was issued: _____
The lessee has paid \$100.00 deposit in the form of: Cash Check or Deposit rollover

Office use only- Lockbox key/reader returned on date: _____ By: _____
Deposit Returned; Board Check # _____ Date: _____ By: _____

Advertising space on the Elmira-Corning Regional Association of REALTORS® website is available to our Affiliate members only. If you would like to purchase advertising space please complete the information below. This service maybe purchased at anytime during membership.

**Web Site Advertising Agreement
Elmira-Corning Regional Association of REALTORS®**

3338 State Route 352 • Corning, NY 14830 • 607-562-7035 • FAX: 607-562-8178
www.elmira-corningrealtors.com

This advertising agreement is made on the _____ day of _____ 20____, between
The Elmira-Corning Regional Board of REALTORS®, Inc. (hereinafter called ECRAR) and The Affiliate Office
_____ (hereinafter called the Advertiser).

The Advertiser agrees to advertise on the ECRAR website for a period of one year from the date hereof at a cost of \$200.00 annually, (billed semiannually).

All invoices must be paid within 30 days of the billing date. Failure to pay invoices in a timely manner may result in the withdrawal of any associated advertising by the ECRAR. It may further result in the cancellation of this agreement.

If the Advertiser terminates their Affiliate membership with the ECRAR this advertising contract will also be deemed canceled as of the effective termination date. No money shall be refunded for unused advertising time, however subsequent quarters remaining in the annual contract will not be billed.

The ECRAR guarantees that the Advertisers ad will not appear simultaneously with another competitor's ad.

All advertisers must submit their camera-ready artwork to the ECRAR. All ads will be placed on the Web Site in a timely manner, not to exceed 15 business days from the date the art work is received. (If you do not have camera-ready artwork available, please contact the ECRAR office and they may be able to assist you.)

The size of the advertising space is 170 Pixels (2.361 inches) wide by 80 Pixels (1.111 inches) high at a 72 dpi resolution.

This agreement shall constitute the entire agreement between the parties unless amended in writing and signed by both parties. The laws of the state of NY shall govern this agreement.

Signature _____ Date _____

Print name and title _____

Billing Address: _____

Please return contract to ECRAR for acceptance. YOUR COPY WILL BE MAILED TO YOU.

ECRAR

Accepted By: _____

Art work received: Date ____/____/____

Posted to Web Site Date ____/____/____

2010 DUES SCHEDULE

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