



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

Please complete the enclosed application **(NOTE-Salespersons and Associate Brokers- this application requires your Designated Broker's signature(s))**. Once you have completed the enclosed forms, please call the Association office to set up a new member appointment with Sandy Rose, our Member Services Coordinator. This meeting usually takes about two and a half hours. You will need to bring the following items with you: all completed paper work, and a membership application fee of \$200.00 (payable by check, cash or credit card). If you wish to receive a lockbox key on the day of this meeting you will also need to bring a separate payment (cash or check) in the amount of \$100.00 for your lockbox equipment 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.

If you are a Designated Broker or Appraiser joining as a new office you must complete the enclosed membership application as well as a new office application.

We look forward to working with you. Please feel free to contact us with any questions you may have.



ECRAR

Membership Benefits

- Affordable, local, state approved, classroom education courses for license retention
- Local professional designation courses through co-op with NYSAR
- New primary members receive 2 online continuing education courses for free; 3 hours of Fair Housing and 3 hours of Ethics
- Access to RPR (Realtor Property Resource™) the most robust and complete public data regarding every parcel of property in the United States and yearly RPR training
- Networking opportunities through membership meetings, committees and events
- Free Holiday Party featuring charity auction
- Community Service projects to promote the REALTOR® image
- Full-time staff to assist you with your needs
- Association leadership attends state/national meetings to keep you informed about current issue and legislation
- Association Newsletters and Updates to help you stay informed
- Mediation/Grievance procedures overseen by certified Professional Standards Administrator
- Code of Ethics Enforcement and Ombudsman Program
- Association website provides valuable resources to both members and consumers including free open house advertising
- Real Estate tools available for purchase, such as; lead based paint booklets, agency pamphlets etc.
- Lending Library of tapes, videos and books
- Life Insurance Benefits for primary members
- NYSAR & NAR benefits for members including access to FREE NYSAR Legal Hotline
- Ad campaigns promote benefits of using a REALTOR®, ECRAR's community involvement and market statistics
- Dotloop transaction Management system provided FREE to primary members
- Young Professionals Network (YPN) Events
- Bluetooth lockbox system featuring daily access reports, custom features, increased security, mobile app and more
- Access to free downloadable/fillable contracts



MLS Benefits

- Online listing database which offers cooperative compensation
- Quick or detailed searches, CMAs, report capabilities
- Customizable settings & displays
- Direct access to fillable forms & contracts
- Mortgage Calculator
- Online showing scheduler/approval/reporting system
- Integration with blue tooth lock box system
- Integration with RPR™ program
- Integration with Dotloop software program
- Broker Open House/Caravan Scheduler
- MLS email system
- Member database/contact info including affiliates
- Online dues payments/history
- Reciprocal MLS agreements with 5 surrounding Multiple Listing Services; Bradford Sullivan, Broome, Ithaca, North Central Penn and Rochester.
- Listing Syndication to Realtor.com & over 100 other sites
- Customer Support via Live Chat, email or call toll free
- Free IDX program
- Prospecting and contact data base
- Onsite MLS assistance /training
- We offer a property tax program for 7 counties including Steuben, Chemung, Schuyler, Seneca, Yates, Tioga, Broome and Tompkins Counties



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APPLICATION FOR REALTOR®/MLS MEMBERSHIP

(Check One)

I hereby apply for **REALTOR® Membership** in the ECRAR and its MLS

I hereby apply for **ECRAR MLS ACCESS ONLY** *(Must hold primary REALTOR® membership at another REALTOR® Assoc.)*

I am enclosing payment in the amount of \$200.00 for the new member application fee. My prorated dues in the amount of \$_____ can be paid with submission of this application or no later than the last day of the month in which I join. Cash, credit card, or check (payable to ECRAR) are acceptable forms of payment. 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 the ECRAR, the New York State Association of REALTORS® (NYSAR) and the National Association of REALTORS® (NAR) 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 requirements, such as orientation, not be completed within the timeframe established by 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.

I acknowledge that as a member of the Association, I will be licensed to use the REALTOR® trademarks to indicate such membership, and I agree to abide by the rules governing use of those trademarks. I understand that REALTOR® is a federally registered trademark of the National Association and use of this designation is subject to rules promulgated by the National Association. Upon termination of my membership in the Association for any reason, my license to use the term REALTOR® is automatically revoked and I will immediately discontinue use of the term REALTOR® and all REALTOR® trademarks.

NOTE: The duty to submit to an ethics complaint continues in effect even after membership lapses or is terminated. Any ensuing discipline will be held in abeyance until such time as the respondent rejoins an association of REALTORS® (see Code of Ethics and Arbitration Manual, Section 20(e)). The duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while the former member was a REALTOR®.

I also understand that there will be no rebate of dues if I discontinue my membership in the Association and or the MLS. *(Initial here)* _____

FIRST NAME: _____ MIDDLE NAME/INITIAL _____ LAST NAME _____

(As it appears on your real estate license)

LICENSE TYPE: *(Check one)* Salesperson Associate Broker Designated Broker Appraiser

REAL ESTATE/APPRaiser LICENSE #: _____ EXP. DATE: _____

HOME ADDRESS: _____ CITY: _____ STATE: _____

EMAIL ADDRESS: _____

CONTACT PHONE NUMBER: _____

OFFICE NAME: _____ OFFICE PHONE: _____

OFFICE ADDRESS: _____ CITY: _____ STATE: _____

PREFERRED MAILING ADDRESS: (CHECK ONE) HOME OFFICE

Have you ever been refused membership to a REALTOR® Association/Board? ____ YES ____ NO

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

Do you hold, or have you ever held a real estate license in any other state? ____ YES ____ NO

If yes, where? _____

Has your real estate license ever been suspended or revoked? ____ YES ____ NO

Do you have any record of civil judgments imposed within the past seven (7) years involving judgments of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities? ____ YES ____ NO (If yes, please provide details as an attachment)

Do you have a record of criminal conviction(s) within the past seven (7) years? ____ YES ____ NO (if yes, provide details in an attachment)

If you are now or have been a REALTOR® member before please provide your NRDS ID# _____ and complete the section below:

State the last date of completion of NAR's Code of Ethics training requirement: _____

Are you currently a member of another REALTOR® Association(s)/Board(s)? ____ YES ____ NO

If yes, please list: _____

If yes, who is your primary Association/Board: _____

Have you previously held membership in any REALTOR® Association/Board? ____ YES ____ NO

If yes, state the name of the Association(s)/Board(s) _____

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three years? ____ YES ____ NO (If yes, provide details as an attachment)

Are there pending ethics complaints against you? ____ YES ____ NO (if yes, provide details in attachment)

Do you have any unsatisfied discipline pending? ____ YES ____ NO (If yes, provide details as an attachment.)

Are you a party to pending arbitration request? ____ YES ____ NO

Do you have any unpaid arbitration awards or unpaid financial obligations to another Association of REALTORS® or an Association MLS? ____ YES ____ NO (If yes please provide details as an attachment)

By signing below 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 that I shall pay the fees and dues as from time to time established. **NOTE: Payments to the Elmira-Corning Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.**

DATED: _____ APPLICANT'S SIGNATURE: _____

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: _____ APPLICANT'S 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 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: _____ APPLICANT'S SIGNATURE: _____

If you are requesting access to the MLS system, please fill out the information below as to how you want your personal information to appear in the MLS system roster as well as with your listings. NOTE- This information is seen on public websites as well as in the MLS.

NAME: _____

CONTACT PHONE #: _____ (Mandatory)

EMAIL ADDRESS: _____ (Mandatory)

HOME PHONE #: _____ (Optional)

OTHER PHONE #: _____ (Optional)

SIGNATURE OF YOUR DESIGNATED BROKER IS REQUIRED

As Designated REALTOR® for the above referenced firm, partnership or corporation, I understand and accept the responsibility for this licensee's responsibilities to the Association and its MLS as well as his/her compliance with the Constitution, Bylaws, Policies, Rules & Regulations, Practices, and Procedures of the Local, State, and National Association of REALTORS® and ECRAR MLS.

DATED: _____

SIGNATURE OF DESIGNATED REALTOR® _____

(Check one)

_____ I am requesting participation in the lock box system

_____ I am declining participation in the lock box 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 PARTICIPATE IN OUR LOCK BOX SYSTEM

The Elmira-Corning Regional Association of REALTORS®, Inc. (ECRAR) SMART CARD AUTHORIZED USER AGREEMENT

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

Name of Participant (Designated Broker)

Company Name

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 and SentiSmart App from the ECRAR/MLS. *Note: Any reference to the SentiSmart Card in the agreement also includes the SentiSmart App.*
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 or return 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 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 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 _____

Participant (Designated Broker) Signature _____

Agent Signature _____

ECRAR Staff Signature _____

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

cash or ck# _____ or deposit rollover

<p><i>Office Use Only</i></p> <p>Lock box key/reader returned on ____/____/____</p> <p>Accepted by _____ ECRAR</p> <p>Deposit Returned; Board Check # _____</p>



2018 New Member
Dues Prorating Schedule

FOR PRIMARY REALTOR® MEMBERS

Month Application is Submitted	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	*Oct	*Nov	*Dec
ECRAR	\$87.00	\$58.00	\$232.00	\$203.00	\$174.00	\$145.00	\$116.00	\$87.00	\$58.00	\$174.00	\$145.00	\$116.00
MLS	\$132.96	\$88.64	\$354.56	\$310.24	\$265.92	\$221.60	\$177.28	\$132.96	\$88.64	\$265.92	\$221.60	\$177.28
~Sentrilock	\$50.22	\$33.48	\$133.92	\$117.18	\$100.44	\$83.70	\$66.96	\$50.22	\$33.48	\$100.44	\$83.70	\$66.96
NYSAR	\$100.00	\$91.67	\$83.33	\$75.00	\$66.67	\$58.33	\$50.00	\$41.67	\$33.33	\$125.00	*\$116.67	*\$108.33
NAR	\$120.00	\$110.00	\$100.00	\$90.00	\$80.00	\$70.00	\$60.00	\$50.00	\$40.00	\$150.00	\$140.00	\$130.00
NAR PR	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$70.00	*\$70.00	*\$70.00
TOTAL DUE LAST DAY OF MONTH IN WHICH YOU JOIN	\$525.18	\$416.79	\$938.81	\$830.42	\$722.03	\$613.63	\$505.24	\$396.85	\$288.45	\$885.36	\$776.97	\$668.57

*NYSAR and NAR dues seen above are based on 2018 rates and are subject to change in September 2018

~Sentrilock participation is optional

A \$200.00 new member application fee is due with the application. If the new member wishes to participate in the lock box program a \$100.00 lock box equipment deposit is required with the application. Dues are prorated and are due at the end of the month in which the new member applies for membership.

MLS ONLY MEMBERS

Month Application is Submitted	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
MLS	\$147.96	\$98.64	\$394.56	\$345.24	\$295.92	\$246.60	\$197.28	\$147.96	\$98.64	\$295.92	\$246.60	\$197.28
~Sentrilock	\$50.22	\$33.48	\$133.92	\$117.18	\$100.44	\$83.70	\$66.96	\$50.22	\$33.48	\$100.44	\$83.70	\$66.96
TOTAL DUE LAST DAY OF MONTH IN WHICH YOU JOIN	\$198.18	\$132.12	\$528.48	\$462.42	\$396.36	\$330.30	\$264.24	\$198.18	\$132.12	\$396.36	\$330.30	\$264.24

~Sentrilock participation is optional

A \$200.00 new member application fee is due with the application. If the new member wishes to participate in the lock box program a \$100.00 lock box equipment deposit is required with the application. Dues are prorated and are due at the end of the month in which the new member applies for membership.

**Elmira-Corning Regional Assoc. of REALTORS®
2018 Annual Dues Breakdown**

Primary REALTOR®/MLS Members:

APR 2018 - OCT 2018:	ECRAR Board Dues	\$203.00	
	MLS Dues	\$280.00	
	Sentrilock Fees	\$117.18	
	Apple Miner Tax Program	<u>\$ 30.24</u>	
		\$630.42	w/o key \$513.24
NOV 2018 – MAR 2019:	NAR Dues (2019)*	\$120.00 *	
	NAR P.R. Campaign (2019)*	\$ 35.00 *	
	NYSAR Dues (2019)*	\$100.00 *	
	ECRAR Board Dues	\$145.00	
	MLS Dues	\$200.00	
	Sentrilock Fees	\$ 83.70	
	Apple Miner Tax Program	<u>\$ 21.60</u>	
		\$705.30	w/o key \$621.60
	Total per year	\$1,335.72	w/o key \$1134.84

Secondary/MLS Only:

APR 2018 – OCT 2018:	MLS Dues	\$315.00	
	Sentrilock Fees	\$117.18	
	Apple Miner Tax Program	<u>\$ 30.24</u>	
		\$462.42	w/o key \$345.24
NOV 2018 – MAR 2019:	MLS Dues	\$225.00	
	Sentrilock Fees	\$ 83.70	
	Apple Miner Tax Program	<u>\$ 21.60</u>	
		\$330.30	w/o key \$246.60
	Total per year	\$792.72	w/o key \$591.84

Non-Member Assessment:

APR 2018 - OCT 2018:	Local Non-Member Assessment	\$203.00
NOV 2018 – MAR 2019:	Local Non-Member Assessment	\$145.00
	NAR Dues (2018)*	\$120.00 *
	NYSAR Dues (2018)*	<u>\$100.00 *</u>
		\$365.00
	Total per year	\$568.00

**Based on 2018 figures.
Subject to change.*