

# Elmira-Corning Regional Board of REALTORS®, Inc.

3338 State Route 352  
Corning, New York 14830

Website [www.elmira-corningrealtors.com](http://www.elmira-corningrealtors.com)

Telephone 607-562-7035

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

- Your name and company name will be listed on public website [www.elmira-corningrealtors.com](http://www.elmira-corningrealtors.com)
- Your name and company will appear in our MLS system so agents have your contact information at their fingertips
- You are welcome to attend our membership meetings and special events 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 welcome to become more involved in the Association by joining one of our many committees.

When you have completed the application you may mail it or fax it to the address/fax # found above. Annual dues are \$50.00 and are prorated.

We look forward to working with you. If you have any questions, please email us at [srose@elmira-corningrealtors.com](mailto:srose@elmira-corningrealtors.com)

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

I hereby apply for Affiliate Employee Membership in the Elmira-Corning Regional Association of REALTORS®. 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 of Primary Affiliate** \_\_\_\_\_

**Employee Name** \_\_\_\_\_

**Office Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Office Phone:** \_\_\_\_\_ **Office Fax:** \_\_\_\_\_

**Employee email:** \_\_\_\_\_

**Employee phone:** \_\_\_\_\_

Are you a past or current member in another REALTOR® Association?  
Yes or No if yes please list: \_\_\_\_\_

The primary affiliate agrees to pay the fees, as established by the Board of Directors, until such time as written resignation is tendered to the Association. Currently Affiliate Employee dues are \$50.00 annually. I will receive my first prorated dues billing after my membership has been approved by the board of directors.

\_\_\_\_\_  
Signature of Primary Affiliate \_\_\_\_\_ Date

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 Affiliate Employee 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.  
I understand that only those businesses that require regular access (i.e. home inspectors) qualify for participation; others may qualify for one-day codes subject to approval. Additional fees apply. Please contact the Association office for more information.*

# 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: \_\_\_\_\_

## **2017 DUES SCHEDULE**

### **Affiliate Members: Total per year \$300.00**

**FEB 2017 – JULY 2017:** ECRAR Assoc. Dues **\$150.00** Due date: 01/31/2017

**AUG 2017– JAN 2018:** ECRAR Assoc. Dues **\$150.00** Due date: 07/31/2017

### **Affiliate Employee Members: Total per year \$50.00**

**FEB 2017 – JUL 2017:** ECRAR Board Dues **\$25.00** Due date: 01/31/2017

**AUG 2017 – JAN 2018:** ECRAR Board Dues **\$25.00** Due date: 07/27/2017