

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 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
- 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

**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 (circle one) 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®, Inc. (ECRAR) LOCK BOX KEY AUTHORIZED USER AGREEMENT FOR NON-MLS PARTICIPANTS

IT IS HEREBY AGREED BETWEEN THE ECRAR, 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 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. Note: A lock box key is any key, programmer, or other device hereinafter referred to as a lock box key by which a lock box can be opened.
2. **TITLE TO LOCK BOX KEY:** Company Owner and User acknowledge that the lock box key shall be the sole property of SentiLock and shall be returned as required by SentiLock or the ECRAR.
3. **CARD EXCHANGE BY SENTRILOCK OR ECRAR:** SentiLock may at its discretion require the ECRAR to replace the lock box keys used by the ECRAR and its Authorized Users with replacement lock box keys compatible with the system. SentiLock shall make the exchange of lock box key at no cost to the ECRAR unless the exchange is necessary due to Customer negligence.
4. **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 lock box key to the ECRAR/MLS.
5. **TERMINATION OF LOCK BOX ACCESS:** Any of the following events will result in termination of access to the lock box system:
 - 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 lock box key to the ECRAR.
6. **SECURITY OF LOCK BOX KEY:** Company Owner/User acknowledges that it is necessary to maintain security of the lock box key to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the lock box key 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 lock box key or disclose to any third party his/her personal identification number (PIN).
 - c. TO NOT LOAN THE LOCK BOX KEY TO ANY PERSON FOR ANY PUPROSE WHATSOEVER OR TO PERMIT THE LOCK BOX KEY TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the lock box key or allow any person to do so.
 - e. To not assign, transfer or pledge the rights of the lock box key.
 - f. To notify the ECRAR immediately of the loss or theft of a lock box key. The Company Owner/User shall sign and deliver a statement to the ECRAR with respect to the circumstances surrounding the loss or theft. ECRAR shall charge for the replacement of the lock box key either lost or damaged.
 - g. To follow all additional security procedures as specified by the ECRAR/MLS.
7. **REPLACEMENT LOCK BOX KEYS:** Replacement lock box keys will be issued to Users who:
 - a. Have complied with this Agreement and the policies and procedures of the ECRAR with respect to the SentiLock System.
 - b. Pay a fee and/or deposit specified by the ECRAR to replace a lock box key lost, stolen, damaged or defective.
8. **DISCIPLINARY ACTION:** Company Owner and User agree to be subject to the disciplinary rules and procedures of a Committee of ECRAR, the board of directors and/or the Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the lock box key and the Company Owner or User's right to be issued a lock box key.
9. **IDEMNIFICATION:** Company Owner and User agree to indemnify and hold the ECRAR and all of its respective officers, directors, committee members, and employees harmless from any and all loss, cost, expense, claims or

demands whatsoever by or against the ECRAR 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.

- 10. **REIMBURSEMENT:** Company Owner and User agree that, in the event that the ECRAR 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 may be entitled.
- 11. **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.
- 12. **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.
- 13. **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 immediately, in writing, should the Company or User terminate their relationship or should with ECRAR, or should the user no longer be associated with the company.
 - d. 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 Lock Box Key User Agreement may result in the loss of ECRAR lock box key privileges and, further, could cause the ECRAR to recall all lock box keys issued to the Company and the Company's User.
- 14. **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.
- 15. **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 with respect to lock box keys. 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 on attached: Office is in Good Standing with ECRAR

16. REQUEST FOR AFFLILATE SMART CARD AUTHORIZATION

Please state below the nature of your business requiring your need to obtain a smart card from the ECRAR

Date of Board approval _____ ECRAR/MLS Offical _____

17. SMART CARD RECEIPT: User acknowledges receipt of the SentiLock Smart Card from the ECRAR

User _____ Date _____

ECRAR Official _____ Date key was issued _____

2021 DUES SCHEDULE

Affiliate Members: Total per year \$300.00

FEB 2021 – JULY 2021: ECRAR Assoc. Dues **\$150.00** Due date: 01/31/2021

AUG 2021 – JAN 2022: ECRAR Assoc. Dues **\$150.00** Due date: 07/31/2021

Affiliate Employee Members: Total per year \$50.00

FEB 2021 – JUL 2021: ECRAR Board Dues **\$25.00** Due date: 01/31/2021

AUG 2021 – JAN 2022: ECRAR Board Dues **\$25.00** Due date: 07/31/2021