

Application for Primary / Secondary REALTOR® Membership

I hereby apply for REALTOR[®] membership in the Permian Basin Board of REALTORS[®]. I understand that my dues will be returned to me in the event of non-election and that the application fee is <u>nonrefundable</u>. I will attend orientation with <u>90 days</u> of Association's confirmation of membership. Failure to meet this requirement may result in having my membership terminated. 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 (or to mediate if required by the association) and the Constitution, Bylaws, and Rules and Regulations of the above-named Association, the State Association, and the National Association.

Additionally, if required, I further agree to attend any training on and satisfactorily complete a reasonable and non-discriminatory written examination of such Code, Constitutions, Bylaws, and Rules and Regulations. I understand membership brings certain privileges and obligation 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 and training, not be completed within timeframe established in the Association's Bylaws and/or Rules and Regulations. I understand that I will be required to complete periodic Code of Ethics training as specified in the Association's Bylaws as well as stay current on any membership fees, dues, fines, and/or required payments as a continued condition of membership.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association 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 hereby certify that the following 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 associated with membership. NO REFUNDS. While payments to the PBBOR are not deductible as charitable contributions, they may be deductible as an ordinary and necessary business expense. Please consult your accountant.

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, email addresses, 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, and I am waiving such to receive all communications as part of my membership.

Signature: _____

Date:

*I hereby submit the following information for your consideration:

CONTACT INFORMATION:											
First Name]	Middle N	ame				
Last Name						SuffixJr,III,Sr,Etc.					
Nickname (D	DBA):										
Home Addre	ss:										
City:			State:		Zip:						
Home Phone	:			Cell I	Phone:						
Primary E-mail: Secondary E-mail:											
May PBBOR	comm	sage?	Yes No								
LICENSE INFORMATION:											
Real Estate License #											
State of Licensure: Appraisal License #											
Do you hold, or have you ever held, a real estate license in any other state? Yes No											
If so, where:											
COMPANY (BROKERAGE) INFORMATION:											
Office Name:											
Office Addre	Office Address:										
City:						Stat	State/Zip:				
Office Phone	e:				Office Fax:						
PREFERRED MAILING/CONTACT INFORMATION:											
Preferred Ph	one:	Home	Office	Cell							
Preferred E-mail: Primary E-mail Secondary E-mail											
Preferred Mailing: Home Office											
Password you would like to set up for the MLS:											
Applicant Information:											
Are you currently a member of any other Association of REALTORS®? Yes No											
If yes, name of Association											
Have you previously held membership in any other Association of REALTORS®? Yes No											
If yes, name of Association											
If you are now or have been a REALTOR® member before, please provide the information below.											
NAR membership (NRDS) #											

Type of Membership Held:	
If you are a current or previous	Yes No N/A
REALTOR [®] , have you ever been found in violation of the Code of Ethics or	If was also a provide detailed
other membership Duties in any	If yes, please provide details:
association of REALTORS® in the past	
3 years or are there any such complaints	
pending?	
	Yes No
	If yes, please provide details:
Have you ever been refused membership	ii yes, pieuse provide details.
in any other Association of REALTORS®?	



This agreement is being made and entered into by the undersigned party, referred to herein as "Applicant", in conjunction with the application for or the existing membership in the Multiple Listing Services, referred to herein as "MLS" of the Permian Basin Board of REALTORS[®], sometimes hereinafter referred to as "Board" or "Association".

FOR AND IN CONSIDERATION of the privileges of membership in the PBBOR MLS, the benefits to be derived by the undersigned Applicant, and other valuable consideration, the receipt and sufficiency of which the Applicant with this acknowledges, that upon membership of Applicant in the MLS, the undersigned Applicant covenants and agrees as follows:

- 1. Applicant acknowledges that Applicant has read all of the PBBOR MLS Rules and Regulations, understands said Rules and Regulations, and agrees to observe, comply, and uphold said Rules and Regulations while Applicant remains a member in PBBOR MLS.
- 2. The undersigned Applicant agrees to indemnify, save, and hold harmless the MLS, Association, and all other Members of the MLS of and from any and all claims, causes of action, damages, losses, injuries, and costs (including attorney's fees) as a result of failure of Applicant to comply with the terms and provisions of this License Agreement or of the PBBOR MLS Rules and Regulations as amended from time to time. The indemnification provisions of this paragraph shall survive any resignation or termination of membership in the MLS and/or Association by Applicant.
- 3. Applicant covenants and agrees that all information submitted to the MLS is the property of the Board or its licensees and is PROTECTED BY COPYRIGHT LAW. While PBBOR continues to own the databases, information, and pictures in the main system and any copy of the MLS databases in the distributive mode, the Applicant will have certain rights to use the databases, information, and pictures after Applicant signs this MLS Agreement. Except as may be modified by an addendum that may accompany this agreement, Applicant's rights and obligations with respect to the use of the MLS software and databases are as follows:

Applicant may:

- 1. use the software and database in the day-to-day practice of selling, listing, renting, managing, or appraising real estate.
- 2. use the software and database for the preparation of market analysis and appraisals for specific clients.
- 3. use the software and database for the presentation of properties for sale or rent to a prospective purchaser and/or lessor; and
- 4. use the software and database for the preparation of statistical reports for Applicant's office only.

Applicant may not:

- 1. copy the entire database;
- 2. sublicense, sell, rent or lease any portion of the software and/or database or the information contained thereon;
- 3. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software or create derivative works from the software and/or databases;
- 4. transfer the database or portions of the database to another computer without written authorization, or to anyone who is not an authorized applicant or user member of the Board; nor
- 5. give, allow, or create access to the software and/or databases to anyone who is not a member of the Board, except those persons and companies authorized and licensed by the Board in writing.



Notwithstanding the fact that any remedy available to Applicant set forth herein fails in its central purpose, Applicant agrees that the Board will not be liable to Applicant or any of Applicant's agents, personal assistants, secretaries, or personnel for any special, incidental, indirect, or consequential damages including, but not limited to, any loss of revenues or profits based upon any claim, whether in contract or in tort, arising out of or related to this agreement or of Applicant's use or inability to use the MLS system, software or databases, whether or not Applicant had been advised of the possibility of such damages, and Applicant agrees to release the Board from any such claims or causes or action and to hold the Board harmless from such claims.

Applicant understands and agrees that the violation of this agreement by Applicant or by anyone associated with or employed by Applicant may result in a fine to be determined by the Directors of the Board and may result in the immediate termination of Applicant, Applicant's employees, and anyone associated with Applicant's access to the Board's software and databases, as well as erasure of all MLS provided software and/or database files from any applicants and/or applicant's user's computers. Should termination occur, Applicant further agrees to immediately return to the Board all software, computer disks, and database information in its possession or the possession of its employees or those associated with Applicant. The parties hereto understand and agree that if Applicant or anyone associated with or employed by Applicant in any way misuses or attempts to use the information on the Board's software or databases in violation of this agreement or of the copyright protection granted to the Board, the Board shall have a right to immediately seek an injunction against Applicant and anyone associated with or employed by Applicant to immediately refrain them in the use of the software or database and to return all information obtained from this software and database to the Board. All parties hereto will understand and agree that determining the actual damages caused by Applicant for violation of this agreement would be difficult if not impossible for the Board and therefore a said injunction is the most appropriate remedy available to the Board to protect its interest in its property.

The laws of the State of Texas govern this agreement. This agreement may only be modified by an addendum that may accompany this agreement.

APPLICANT: _____ Date: ____

late: