



APPLICATION FOR MEMBERSHIP

All applicants are required to complete Section 1A.

SECTION 1 A.

First Name: Middle: Last:

Nickname (DBA): E-mail:

Website:

Office Name:

Office Address:

Office Phone: Fax:

Home Address Street:

City: State: Zip:

Home Phone: Personal Fax: Cell:

Please indicate primary telephone number [] Cell [] Office [] Home

Were you a member of NAR previously? If so, please include your M1 ID#:

Please indicate the last date (year) of completion of NAR's Code of Ethics training requirement:

- Applying for: [] Primary REALTOR [] Designated REALTOR [] Secondary REALTOR [] MLS Service Only

I am a Primary REALTOR of the following Association (for secondary and MLS only):

Section 1 B. Must be completed by Primary, Secondary and Designated REALTORS

I hereby apply for REALTOR membership in the above-named Board and enclose my check in the amount of \$, which I understand will be returned to me in the event I am not accepted to membership. I agree as a condition to membership to complete New Member Orientation of the Board, and on my own initiative to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS, including the duty to arbitrate contractual and specific non-contractual disputes in accordance with Article 17 of the Code of Ethics and the Code of Ethics and Arbitration Manual of the Board, and the Constitution, Bylaws, and Rules and Regulations of the above named Board, the State Association and the National Association. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitution, Bylaws, Rules and Regulations, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize the Board, through its Membership Committee or otherwise, to invite and receive information and comment about me from any Member or other person, and I agree that any information and comment furnished to the Board by any Member or other person in response to any such invitation shall be conclusively deemed to be privileged and form the basis for any action by me for slander, libel, or defamation of character. I further agree to review the 41 Talking Points and complete the Code of Ethics Training within 30 days of membership. Failure to comply will result in a \$50.00 fine.

Section 1 B. (continued)

NOTE: Applicant acknowledges that the board will maintain a membership file of information which may be shared with other boards/associations where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of Code of Ethics violations and violations of other membership duties within the past three (3) years; pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties; incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to the board or its MLS. Applicant acknowledges that if accepted as a Member and he/she subsequently resigns or is expelled from membership in the Board with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel. If applicant resigns or is expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon his/her payment of the award, plus any costs that have been established previously as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

I hereby submit the following information for your consideration:

License #: _____ Type of License: Broker Salesperson Appraiser Other
If other indicate: _____

Date Licensed: _____

Date, location, and firm where you first entered the real estate business: _____

Have you been engaged continuously in the business since then? Yes No
If not, during what years were you in the business and in what capacity? _____

Do you hold, or have you ever held, a real estate license in any other state? Yes No

If so, where: _____

Have you been a user or subscriber in a Multiple Listing Service which is owned and operated by a board or association affiliated with the NATIONAL ASSOCIATION OF REALTORS® within the past three (3) years? Yes No

If Yes, list the name of each MLS and the approximate dates of participation: _____

Are you presently a member of any other Association of REALTORS®? Yes No

If yes, name of Association and type of membership held: _____

Have you previously held membership in any other Association of REALTORS®? Yes No

If yes, name of Association and type of membership held: _____

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years? Yes No (If yes, provide details as an attachment.) Are there any code of ethics complaints pending against you? Yes No

Have you ever been refused membership in any other Association of REALTORS®? Yes No

If yes, state the basis for each such refusal and detail the circumstances related thereto: _____

NOTE: Applicant acknowledges that if the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, or corporate officer is involved in any pending bankruptcy or insolvency proceedings or has been adjudged bankrupt in the past three (3) years, the Board may require, as a condition of membership, that the applicant pay cash in advance for Board and MLS fees for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later) or in the event that bankruptcy proceedings are initiated subsequent to obtaining membership in the Board, that the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

Have you or your firm been convicted of a felony? Yes No

If yes, provide details: _____

SECTION 2. FOR PRINCIPALS, PARTNERS, CORPORATE OFFICERS, OR BRANCH MANAGERS

(i.e. individuals in positions of management control on behalf of individuals who are not physically present and engaged in the real estate profession.)

This section must be completed by applicants for REALTOR® membership, whether primary or secondary. **OTHER APPLICANTS SHOULD PROCEED TO SECTION 3.**

Firm type:

- Sole Proprietor Partnership
- Corporation Other

Position with firm:

- Principal Partner Corporate Officer Branch Office
- Manager Employee
- Independent Contractor Other

Are you, or is any real estate firm in which you are a sole proprietor, general partner or corporate officer, involved in any pending bankruptcy or insolvency proceeding or have you or any real estate firm in which you are a sole proprietor general partner or corporate officer been adjudged bankrupt in the past three (3) years? Yes No

If "yes", specify the place(s) and date(s) of such action, and detail the circumstances relating thereto: (attach separate sheet if necessary)

State the names and titles of all other principals, partners, or corporate officers of your firm:

Is the office address stated in Section 1 your principal place of business? Yes No

List the names and addresses of all branch offices or other real estate firms in which you are a principal, partner or corporate officer:

SECTION 3. To be completed by Primary, Secondary and Designated REALTORS®

Are you a member of an Institute, Society or Council affiliated with the NATIONAL ASSOCIATION OF REALTORS®? Yes No

If Yes, please indicate the name of the affiliate: _____

What professional designations, if any, do you hold? (please list below)

Note: An applicant for Institute Affiliate Membership shall supply to the Membership Committee evidence that applicant holds a professional designation awarded by a qualified Institute, Society or Council affiliated with the NATIONAL ASSOCIATION OF REALTORS® that addresses a specialty area other than residential brokerage or who otherwise holds a class of membership in such Institute, Society or Council that confers the right to vote or hold office and shall agree, if elected to membership, to abide by the Constitution, Bylaws and Rules and Regulations of the local Board, the State Association, and the National Association.

SECTION 3. (continued)

Date of Birth (optional) _____

Field of Business (Specialties):

Residential

- 100 General Residential Sales
- 101 Existing Sales
- 102 New Homes
- 103 Buyer Brokerage
- 107 Condominiums
- 109 Appraisal
- 120 Brokerage Management
- 121 Corporate Management

- 122 Sales Management
- 123 Trainer/Instructor/Educator
- 130 Property Management—single family
- 131 Property Management—multi-family
- 132 Property Management—condos/resorts/time shares

General

- 301 General Appraisal
- 302 General Real Estate

Commercial

- 200 General Commercial Sales/Leasing
- 206 Property Management
- 207 Appraiser
- 220 Brokerage Management
- 221 Corporate Management
- 233 Investment Properties

Specialties

- 313 Financial Services
- 314 Real Estate Law

Languages Spoken:

Education Level

Ethnicity

	<input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> Associate's Degree	<input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Graduate Degree <input type="checkbox"/> Other	<input type="checkbox"/> Asian/Pacific American <input type="checkbox"/> Black/African American <input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Other
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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 in the Board, I shall pay the fees and dues as established. **NOTE:** Payments to the Ithaca Board of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

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 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.

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, may be grounds for revocation of my membership, if granted.

I agree that, if accepted for Membership in the Board, I shall pay the fees and dues as from time to time established.

_____ Date

_____ Signed

SECTION 4. ALL APPLICANTS MUST COMPLETE

MULTIPLE LISTING SERVICE ACCESS FORM

In accepting my personal computer access code for the Ithaca Board of REALTORS⁷, Inc., Multiple Listing Service, I agree to the following conditions:

- 1. I will not reveal this access code and data, or allow it to be used by anyone including customer, client, fellow worker, or family.
- 2. I understand that the information and the manner in which it is organized is confidential and copyright.
- 3. I understand that the system is to be used only for authorized real estate purposes.
- 4. I understand that I am personally responsible for misuse of my access code and such misuse can lead to severe sanctions.

Date

Signed

SECTION 5. ALL APPLICANTS MUST COMPLETE

LOCKBOX POLICY

Lockboxes are key boxes which are put on a property to make it more convenient for a member to show a house. Before the lockbox system was available, a substantial amount of each member's time was spent in picking up and returning keys, or waiting for someone else to return a key. Time and specialized knowledge are the two things we have to offer the buying and selling public. The more efficiently we can use either, the greater potential income available to us. Lockboxes are one good way to help us, but will be acceptable only as long as they are used with common sense. The Board of Directors wishes to clarify rules of use in one list so that users may have them conveniently available, and that Participants can provide the board with documentation that they, and their agents, have read the rules and agree to abide by them.

1. No seller is required to use a lockbox on his property. If one is to be used, written permission must be obtained from the seller prior to putting a lockbox on the property. It is the responsibility of the Participant to obtain and retain this written permission.
2. Lockboxes remain the property of the Board specifically for use solely by Multiple Listing Service (hereafter MLS) Participants and their licensees as they have been purchased with MLS earmarked funds. They must be returned upon request, or upon giving up Board membership, or upon ceasing to subscribe to the MLS.
3. Board-owned lockboxes must be removed when a listing expires. If a broker needs a lockbox to remain on an "Under Contract" property until closing, this will be permitted. The lockbox should remain on the property until all contingencies are met (home inspection, appraisal, radon, mortgage commitment) and the status is changed to "Under Contract." However, assignment of lockboxes to brokers is based on their current inventory of "Active" listings (including, "Under Contract-Recall," "Under Contract Take Back-ups," and "Temporarily Off the Market"). Brokers need to consider this in deciding to leave lockboxes on "Under Contract" properties.
4. Board-owned lockboxes must be removed by the listing office and need to remain in their inventory. Shackle codes of lockboxes should not be shared with other offices.
5. Only Participants of the MLS in good standing may use these Board-owned lockboxes.
6. Confidentiality of lockbox operation must be protected at all times. Any possible breach of confidentiality or security must be reported to the MLS Coordinator immediately.
7. Participants are required to obtain and retain written assent to these rules, and to provide the Board a copy of same, from their licensees prior to giving them any electronic key or combination which would give them access to any Board-owned lockbox.
8. Before leaving a property, all Active Key holders will make sure that the premises are left secure, the door key is placed back in the lock box, and the lock box is closed.
9. Failure to comply with the above will be handled under Multiple Listing Rules regarding complaints and violations. The Board of Directors have voted and approved the levying of a fine up to \$1,000 to any Participant or his licensee who gives a electronic key to anyone. A \$250 fine has been approved for any additional security breaches.
10. Any key, combination, or electronic access device to be used on a lockbox which is in addition to, or in place of, the lockboxes leased from the MLS of the Ithaca Board of REALTORS® must be a different key, combination, or electronic access device than that used by the MLS of the Ithaca Board of REALTORS®. Any such box purchased or leased from another board must be clearly identified to avoid confusion with the Ithaca MLS lock boxes.

As the Participant REALTOR® of the _____ firm, I have read, understand, and agree to comply with the above policy on lock boxes. Under #10 above I will obtain and retain written assent from all licensees affiliated with my firm prior to giving them any key or combination which would give them access to any lockbox. I will forward a copy of said written assent to the Board office upon signing.

Date

Broker Signature

I am a licensee affiliated with the _____ firm. I have read, understand, and agree to comply with the policy concerning lock boxes used by members of the MLS of the Ithaca Board of REALTORS®, Inc.

Date

Agent Signature



Ithaca Board of
REALTORS®, Inc.

Your Voice for Real Estate in Ithaca

957 Mitchell Street, Ithaca, NY 14850
(607)257-1001 | E-mail: ibr@IthacaRealtors.com

SENTRILOCK LOCK BOX AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE ITHACA BOARD OF REALTORS®, INC.(IBR), AND **PARTICIPANT**
(‘Authorized User’) _____(Name of Participating **Broker**)

(Company Name & Address)

1. LOCK BOX RECEIPT: Participant acknowledges receipt of SentiLock lock boxes from the IBR (per the Participant Lock Box Distribution Sheet(s) on file).

NOTE: IBR must have written authorization from Participant Broker to allow anyone other than Broker to receive lock boxes.

2. TITLE TO LOCK BOXES: Participant acknowledges that the lock box(es) shall be the sole property of IBR and shall be returned as required by SentiLock or the IBR.

3. LOCK BOX EXCHANGE BY SENTRILOCK OR IBR: SentiLock may at its discretion require the IBR to replace the lock boxes used by the IBR and its Authorized Users with replacement lock boxes compatible with the system.

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 IBR or its MLS.

5. RETURN OF LOCK BOXES: Participant agrees to return the lock boxes within five working days after occurrence of any of the following events:

- a. A request to do so by the IBR / MLS or SentiLock.
- b. Resignation or termination of a Participant as a Participant in the IBR and/or it MLS.
- c. Failure of the Participant 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, heirs or personal representatives will surrender the lock boxes to IBR.

6. SECURITY OF LOCK BOXES: Participant acknowledges that it is necessary to maintain security of the lock box(es) to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the lock box in Participant’s possession or in a safe place at all times.
- b. To not allow Participant’s Smart Card and personal identification number (PIN) to be attached to the lock box or disclose to any third party his/her personal identification number (PIN).
- c. To not loan the lock box to any unauthorized person for any purpose whatsoever or to permit the lock box to be used for any purpose by any unauthorized person.
- d. To not duplicate his/her Smart Card or allow any person to do so.
- e. To not assign, transfer or pledge the rights of the lock box.
- f. To notify the IBR/MLS within three days of the loss or theft of a lock box. The Participant shall sign and deliver a statement to the IBR/MLS with respect to the circumstances surrounding the loss or theft. IBR shall charge for the replacement of lock box(es) either lost or damaged. (Also see paragraph #8 Audits.)
- g. To follow all additional security procedures as specified by the IBR/MLS.

7. SMART CARDS: Lock boxes are accessed and operated by use of a Smart Card, and/or access to the SentiSmart App. Smart cards will be issued (via a separate agreement) to Participants who:

- a. have complied with this Agreement and the policies and procedures of the IBR /MLS with respect to the SentiLock System.
- b. pay a fee and/or deposit specified by the IBR /MLS.

8. LOCK BOX AUDITS:

- a. The IBR /MLS will conduct Board-wide lock box audits every two years and/or as needed at the discretion of the Board of Directors.
- b. Participant acknowledges that a replacement fee of \$100.00 per lockbox will be assessed to the Participant for all lockboxes deemed lost during the audit. Failure to pay the replacement fee(s) by the due date (designated by the Board of Directors) may result in additional late fees, fines, loss of lock box and keycard privileges, suspension and/or termination of membership.
- c. Participant acknowledges that replacement fees will not be refunded nor credited in the event that a lost box is later found.
- d. Boxes deemed lost during an audit will be deactivated and removed from the IBR's lock box inventory. Any such boxes later found are to be returned to the IBR within 5 business days.

NOTE: Participants are strongly encouraged to perform "in-house" audits on a regular basis.

9. DISCIPLINARY ACTION: Participant agrees to be subject to the disciplinary rules and procedures of the IBR Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Participant's right to be issued a lock box.

10. INDEMNIFICATION: Participant agrees to indemnify and hold the IBR and or the MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the IBR /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 entry by any person into any premises by use of the SentiLock System.

11. REIMBURSEMENT: Participant agrees that, in the event that the IBR/MLS shall prevail in any legal action brought by or against the Participant 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 IBR/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 be governed by the laws of NEW YORK STATE, and venue shall be Tompkins County.

13. PARTIAL INVALIDITY: If any provision of this contract is 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 shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller. **The IBR listing contract covers the permission of the Lock Box installation.**

15. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the IBR and its MLS.
- b. 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.
- c. Participant agrees to notify the IBR/MLS immediately, in writing, should the Participant terminate their license or be transferred.

- d. 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 Lock Box Agreement may result in the loss of IBR lock box privileges and, further, could cause the IBR to recall all lock boxes issued to the Participant.

16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT: This written contract expresses the entire agreement between Participant and the IBR with respect to SentiLock Lock Boxes. 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.

17. BROKER/ AGENT: Any key, combination, or electronic access device to be used on a lockbox which is in addition to, or in place of, the lockboxes leased from the MLS of the Ithaca Board of REALTORS® must be a different key, combination, or electronic access device than that used by the MLS of the Ithaca Board of REALTORS®. Any such box purchased or leased from another board must be clearly identified to avoid confusion with the Ithaca MLS lock boxes.

As the Participant REALTOR® of the _____ firm, I have read, understand, and agree to comply with the above policy on lock boxes. **Under #17 above I will obtain and retain written assent from all licensees affiliated with my firm prior to giving them any key or combination which would give them access to any lockbox. I will forward a copy of said written assent to the Board office upon signing.**

Date _____

Signed _____
Principal Broker

I am a licensee affiliated with the _____ firm. I have read, understand, and agree to comply with the policy concerning lock boxes used by members of the MLS of the Ithaca Board of REALTORS®, Inc.

Date _____

Signed _____
Agent

Ithaca Board of REALTORS® , Inc.
SENTRILOCK LOCK BOX AGREEMENT – BROKER / AGENT

_____,(Broker) and
_____(Agent), acknowledging due
consideration between them, hereby agree as follows:

- 1) Agent hereby acknowledges that he/she has read and understands the Sentrilock Lock Box Authorized User Agreement (hereinafter referred to as the "Agreement") entered into between the Broker and the Ithaca Board of REALTORS, Inc (IBR), a copy of which is annexed hereto and made a part hereof as Exhibit "A".
- 2) Agent further acknowledges that he/she understands that the Broker is subject to certain penalties and/or disciplinary action for violation(s) of the provisions of the Agreement, and further understands that these violations may be the direct result of actions or omissions of the Agent.
- 3) Agent hereby agrees, that in the event of a violation of the terms of the Agreement, caused by the Agent, that he/she will be responsible to the Broker for reimbursement of any monetary penalty (i.e. for the cost of replacement of a lock box which is lost or destroyed).
- 4) Agent agrees to abide by all terms of the Agreement, understanding that he/she has a fiduciary relationship with the Broker.
- 5) All REALTORS® outside of the Ithaca Board of REALTORS® market area can be provided unlimited access to one day codes.

Agent

Date

Broker

Date