## APPLICATION FOR <u>DESIGNATED REALTOR</u> MEMBERSHIP GREATER FORT WORTH ASSOCIATION OF REALTORS®

| Name:  | M:                | F:  |
|--|-------------------|-----|
| Home Address:  |                   |     |
| City/State/Zip:  |                   |     |
| Home Phone: Home Fax: _  |                   |     |
| Cell Phone: Birth Date:  |                   |     |
| Preferred Fax Number: Home Office Preferred Phone Number: Home Office Cell                                       |                   |     |
| Number to be published in Membership Directory:  |                   |     |
| Broker Phone # (will appear in MLS on listings in addition to office pl  | hone)             |     |
| E-mail Address: Website:   | :                 |     |
| Name of Firm:  |                   |     |
| Business Address:  |                   |     |
| City/State/Zip:  |                   |     |
| Business Phone: Business Fa  | x:                |     |
| Preferred Mail: TAR/NAR & Association Mailings: Ho   | me Office         | •   |
| Are you currently a member of another REALTOR Association membership in another REALTOR Association/Board within |                   | •   |
| If "yes," list each REALTOR Association/Board where memb approximate dates of membership:                        | ership was held a | and |
|  |                   |     |
|  |                   |     |

I hereby apply for REALTOR (primary or secondary) membership in GFWAR and understand that my application fees will be returned to me in the event I am not accepted to membership. (Note: Dues payments to GFWAR are not tax deductible as charitable contributions. Portions of such payments may be tax deductible as ordinary and necessary business expenses.) In the event my application is approved, I agree as a condition to membership to complete the Orientation Course of GFWAR, if any, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the National Association of REALTORS (NAR), including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the GFWAR and the constitution, bylaws, and rules and regulations of GFWAR, TAR and NAR. 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 Association, 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 Association by any member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

NOTE: Applicant acknowledges that GFWAR 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 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 GFWAR or its MLS.

Applicant further acknowledges that if accepted as a member and he/she subsequently resigns from GFWAR 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 it terminated, provided the dispute arose while applicant was a REALTOR.

I hereby submit the following information for your consideration:

| Name as shown on TREC/TALCB license:  |  |  |  |
|---|--|--|--|
| Preferred Name to appear on roster:   |  |  |  |
| Individual License #: Type:   |  |  |  |
| Business Entity License #:  |  |  |  |
| Position with Firm:   |  |  |  |
| Principal Partner Corporate Officer Branch Office Mgr.  |  |  |  |
| Employee Independent Contractor Other   |  |  |  |
| I agree that, if accepted for membership in GFWAR, I will pay the fees and dues as from time to time established. |  |  |  |
| Signature: Date:  |  |  |  |

**SECTION II** Applicants who are principals, partners, corporate officers or branch office managers must complete this section.

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

| Name:   | Title:  |             |
|---|---|-------------|
|   | Title:  |             |
| Name:   | Title:  |             |
| Is the office address specified i                                 | n <u>Section I</u> your principal place of business?  |             |
| List the names and address of a principal, partner, or corporate  | all branch offices or other real estate firms in which yo<br>officer:   | ou are a    |
| Name:   | Address:  |             |
| Name:   | Address:  |             |
| Name:   | ne: Address:  |             |
| ·   | ast three years?  |             |
| SECTION III Bank Informat   | ion (Bank Name & Location)  |             |
| Escrow Account:   |   |             |
| officer involved in any pending                                   | n in which you are a sole proprietor, general partner bankruptcy or insolvency proceeding or have you o sole proprietor, general partner, or corporate officer three years? | or any real |
| If "yes," attach separate sheet s circumstances relating thereto. | pecifying the place(s) and date(s) of such action and   | detail the  |

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 years, GFWAR may require, as a condition of membership, that the applicant pay cash in advance for GFWAR and MLS fees for up to one year from the date that membership approved or from the date the applicant is discharged from bankruptcy (whichever is later) or, in the even the bankruptcy proceedings are initiated subsequent to obtaining membership in GFWAR, that the member may be placed on a "cash basis" from the date that bankruptcy is initiated until one year from the date that the member has been discharged from bankruptcy.

| If "yes," please specify name of state and license #:  |  |  |
|--|--|--|
| Has your real estate license, in this or any other state, ever been suspended or revoked?  |  |  |
| If "yes," attach separate sheet specifying the place(s) and date(s) of such action and detail the circumstances relating thereto.  |  |  |
| Are there now any pending or unresolved complaints, or have there been within the past three years, any complaints against you or the firm with which you have been associated before any state real estate regulatory agency or any other agency of government?   |  |  |
| If "yes," attach separate sheet specifying the substance of each complaint in each state, the agend<br>before which complaint was made, and the current status or resolution of such complaint.  |  |  |
| Have you ever been convicted of a felony? if "yes," attach separate sheet giving details including state and court of conviction.  |  |  |
| I hereby certify that the foregoing information furnished by me is true and correct, and I agree the failure to provide complete and accurate information as requested, or any misstatement of fact, may be grounds for revocation of my membership, if granted.   |  |  |
| Signature: Date:   |  |  |
|  |  |  |
| SECTION IV Information in this section is not required; however, it will assist GFWAR in establishing historical data regarding its members. Information furnished under this section will not be used in an applicant's qualifications for membership. GFWAR encourages persons of all racial and ethnic groups, both sexes, with and without disabilities, and individuals otherwise protected from discrimination by the Fair Housing Act, to participate at all levels within the REALTOR Association.   |  |  |
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## SECTION V - MULTIPLE LISTING SERVICE

| TEXAS BROKER LICENSE # | Or State-Certified Ap | praisal Certificate # | <b>):</b> |
|------------------------|-----------------------|-----------------------|-----------|
|                        |                       |                       |           |

The following items are required and will become a part of this Application:

- 1. A new MLS office application fee of \$100.
- 2. A letter of good standing from your primary Association of REALTORS (If different from GFWAR).
- 3. A copy of your TX Real Estate Brokers License or State-Certified Appraisal Certificate.
- 4. A Status Report for each individual licensed either directly or indirectly with your or your company.
- 5. Completed MLS Waiver form for each individual (if any) in your company who meets the requirements set forth in such form.
- 7. Signed Participation Agreement/Application for Service.

## PARTICIPANT AGREEMENT APPLICATION FOR SERVICE FROM NTREIS THROUGH GFWAR

## TARRANT COUNTY, TEXAS

THIS AGREEMENT is made and entered into by the undersigned party ("Participant") in conjunction with Participant's Application for MLS service from the Greater Fort Worth Association of REALTORS (GFWAR), a shareholder of the North Texas Real Estate Information Systems (NTREIS), who operates the system for the benefit of its Shareholders and their members.

FOR AND IN CONSIDERATION of the privileges of service from NTREIS, the benefits to be derived by the Participant, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon acceptance of the Application of the Participant, the Participant agrees as follows:

- Participant acknowledges that Participant has read all Rules & Regulations of the MLS and of the National Association of REALTORS (NAR), understands such Rules & Regulations, and agrees to observe, comply with, and uphold the Rules & Regulations so long as Participant is a member of the MLS.
- 2. Participant covenants and agrees that, for every listing of property filed with the MLS, Participant will obtain a written listing agreement from the owner or owners of the property, which listing agreement will provide:
  - a. a good and sufficient legal description of the property;
  - that the listing broker on the property has either an exclusive right to sell or lease the property, or that the listing broker is appointed as the exclusive agent of the owner for the sale or lease of the property;
  - c. the listing broker to submit statistical information to the MLS after the property is sold or exchanged, including, but not limited to, the true sales price, whether the sale was for cash or financed by the owner, and, in the event of an exchange, the value allocated to the property by the parties to the exchange transaction.

- 3. Participant agrees to retain in Participant's files an executed copy of the listing agreement for a period of 365 days after the date on which the property is sold or the date, on which the listing for the property is terminated, whichever is later.
- 4. Participant covenants and agrees, with respect to each listing of property files with the MLS by Participant, to complete a profile sheet on a form made available by the MLS. By filing the information concerning each listing with the MLS by Participant, Participant warrants and represents to the MLS that Participant has the information required by the MLS. Participant agrees to retain in Participant's files each of the profile sheets for a period of 365 days after the date on which the property is sold or the date on which the listing for the property is terminated, whichever occurs later.
- 5. Participant agrees to indemnify and hold harmless NTREIS, GFWAR, and all other participants of the MLS of and from any and all claims, causes of action, damages, loses or injuries sustained as a result of the failure of Participant to comply with the terms and provisions of this Agreement or of the Rules & Regulations of the MLS, as amended from time to time. The indemnification provisions of this paragraph shall survive any resignation or termination of services from NTREIS by Participant. Participant acknowledges that all data included in the MLS system belongs to and is owned by NTREIS and will be copyrighted by NTREIS on behalf of its Shareholders.
- 6. I hereby authorize representatives of NTREIS and/or GFWAR to request information concerning my creditworthiness in connection with this application.
- 7. I agree that as a condition of my participation in NTREIS, through GFWAR, to complete the orientation course(s) as prescribed by NTREIS.

| Signature of Applicant                                     | Date                     |
|--|--------------------------|
| 4/10/2018  |                          |
| GFWAR STAFF USE ONLY:                                      |                          |
| Total Amount Paid  | Check #/Credit Card/Cash |
| Application Fee _ REALTOR Dues                             |                          |
| MLS _  | Which quarter?           |
| Supra Administration Fee _<br>MLS Office Application Fee _ | (If applicable)          |
| Date Processed   | Initials                 |