



APPLICATION FOR DOOR COUNTY BOARD OF REALTORS® MEMBERSHIP (Primary or Secondary)

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I hereby apply for REALTOR® Membership in the Door County Board of REALTORS® (DCBR)

APPLICATION FEES AND DUES: Enclosed is payment in the amount of \$750.00 for my onetime processing fee and \$_____ for my prorated membership dues payable directly to the DCBR. These fees are non-refundable. **The application will not be processed if all information is not filled out completely.**

QUALIFICATIONS FOR MEMBERSHIP: I understand that membership brings certain privileges and obligations that require compliance, including the following:

- I will complete all steps necessary for membership within 90 days of the DCBR granting provisional membership.
- Membership in the DCBR means that I am also a member of the Wisconsin REALTORS® Association (WRA) and the National Association of REALTORS® (NAR). I agree to abide by the Code of Ethics of the National Association, which includes the duty to arbitrate or mediate as well as abide by the Constitutions, Bylaws and Rules and Regulations of the DCBR, WRA and NAR. Further I agree to satisfactorily complete the periodic Code of Ethics training which includes a non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.
- I acknowledge that as a member of the DCBR, I will be licensed to use the REALTOR® trademarks to indicate such membership, and I agree to abide by the rules governing use of those trademarks. I understand that REALTOR® is a federally registered trademark of the National Association and use of this designation is subject to rules promulgated by the National Association. Upon termination of my membership in the Association for any reason, my license to use the term REALTOR® is automatically revoked and I will immediately discontinue use of the term REALTOR® and all REALTOR® trademarks.
- Membership is final only upon approval by the Board of Directors and may be revoked should completion of any membership requirement, such as orientation, not be completed within the time frame established in the DCBR bylaws. If this may happen no refunds will be issued, unless the Board of Directors determine that a portion may be refunded.

NOTE: *The duty to submit to an ethics complaint continues in effect even after membership lapses or is terminated. Any ensuing discipline will be held in abeyance until the respondent rejoins an association of REALTORS® (see Code of Ethics and Arbitration Manual, Section 20(e)). The duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while the former member was a REALTOR®*

Name: _____

Real Estate License #: _____

Licensed/certified appraiser: [☐] Yes [☐] No Appraisal License #: _____

Office Name: _____

Local Office Address: _____

Main Office Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Web address: www. _____

Residence Address: _____

Phone: _____ E-Mail: _____ Cell Phone: _____

May the DCBR, WRA or NAR communicate via text message? [☐] Yes [☐] No

Cell phone provider _____

Preferred Mailing: [☐] Home [☐] Office Preferred Phone: [☐] Home [☐] Office [☐] Cell

- Do you acknowledge that your use of the REALTOR® trademarks must comply with the National Association's trademark rules?¹ ☐ Yes ☐ No
- 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: _____
- If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #: _____ and last date (year) of completion of NAR's Code of Ethics training requirement: _____.
- 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 or are there any such complaints pending? ² ☐ Yes ☐ No (If yes, provide details as an attachment.)
- Have you ever been refused membership in any other Association of REALTORS® ☐ Yes ☐ No
- Have you been found in violation of state real estate licensing regulations, civil rights laws or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three (3) years ☐ Yes ☐ No (If yes, provide details as an attachment.)
- Has your real estate license, in this or any other state been suspended or revoked ☐ Yes ☐ No (If yes, provide details as an attachment.)
- Within the last ten years, have you been: 1) convicted of a crime punishable by death or imprisonment in excess of one year or 2) been released from confinement imposed for that conviction? ☐ Yes ☐ No (If yes, provide details as an attachment.)
- Have you had any felony convictions? ☐ Yes ☐ No (If yes, provide details as an attachment.)
- Date of Birth: _____
- Specialty: ☐ Residential ☐ Commercial ☐ Resort ☐ International ☐ Other: _____
- How long with current real estate firm? _____
- Previous real estate firm (if applicable): _____
- Number of years engaged in the real estate business: _____

¹ The term REALTOR® is a federally registered collective membership mark which identifies a real estate professional who is a member of the National Association and subscribes to its strict Code of Ethics. The National Association's Trademark Rules are set forth in the Membership Marks Manual, available at: www.realtor.org/mmm

² Article IV, Section 2 of the NAR bylaws prohibits Member Boards from knowingly granting REALTOR® or REALTOR-Associate® membership to any applicant who has an unfulfilled sanction pending which was imposed by another association of REALTORS® for violation of the Code of Ethics.

Are you interested in serving on the following committees or boards

_____ DCBR Board of Directors

_____ MLS Board of Directors

_____ Professional Standards Committee

_____ Education Committee

_____ Social Committee

_____ Advocacy Committee

_____ Marketing Committee

_____ Financial Committee

MLS ACCESS APPLICATION

- **ENROLLMENT FEES:** The initial participant enrollment fee is \$1500.00. The initial subscriber(s) enrollment fee is \$1500.00. All Subscribers who are members of a team shall each pay \$1500.00 entrance fee. No refund of this fee is provided under any circumstances unless the DCBR MLS fails to perform as specified.
- **MONTHLY FEES:** The participant agrees to pay all monthly and quarterly DCBR MLS service fees. The MLS and the Door County Board of REALTORS® may adjust those fees from time to time. Pricing may be changed at any time with no advanced notification. No refunds of these fees will be given unless participant notices the MLS service prior to the next billing cycle of the termination of their participation or of their agent's participation. If there are unused prepaid service fees they will be returned to the participant.
- **THE PARTICIPANT AND THEIR SUBSCRIBER(S):** Shall abide at all times with the bylaws, rules and regulations and policies of the Door County Board of REALTORS® Multiple Listing Service. These may be amended from time to time.
- **PARTICIPANT BANKRUPTCY DISCLOSURE:** The participant acknowledges that as a sole proprietor, general partner, or corporate officer of the real estate firm applying for membership is involved in any pending bankruptcy or insolvency proceedings or has been adjudged bankrupt in the past 3 years, The DCBR MLS may require as a condition of membership, that the applicant pay cash in advance for DCBR MLS service fees for up to 1 year from the date membership is approved, or from the date the participant is discharged from bankruptcy (whichever is later) or in the event that bankruptcy proceedings are initiated subsequent to obtaining membership in the DCBR MLS that the participant may be placed on a "cash basis" from the date that bankruptcy is initiated until one (1) year from the date that the participant has been discharged from bankruptcy.
- **PARTICIPANT AGREES:** Participant consents and authorizes the DCBR MLS, through its membership coordinator or otherwise, to invite and receive information and comment about said participant from their Primary Board of REALTORS® and agree that any information and comment furnished to the DCBR MLS by the Primary Board of REALTORS® shall be conclusively deemed to be privileged and not form the basis of any action by participant for slander, libel, or defamation of character.
- **UNAUTHORIZED ACCESS:** Participant and/or subscriber acknowledge that access to the DCBR MLS is solely for the participant and/or subscriber any sharing of this access to any person(s) constitutes a violation of the DCBR MLS rules and regulations and can be subjected to fines and penalties. The participant will be held responsible for their actions and those licensees affiliated with the firm. The participant at their discretion will address these violations with their licensees. However, in the event of a violation, a fine not to exceed \$5,000 may be directed to the participant, said fine to be paid within 30 days of notification to the participant.

FEES AND DUES: Enclosed is payment in the amount of \$_____ for my onetime processing fee and \$_____ for my monthly MLS user fees payable directly to the DCBR MLS. These fees are non-refundable. (See MLS user fee pay schedule)

- Are you part of a Real Estate team?
[] Yes [] No
- If Yes team name: _____
- Team member names: _____

Due to the significant benefits that access to the MLS provides to all members of a team, the DCBR MLS requires that each team member join and pay the necessary fees for MLS use.

The DCBR MLS Subscribes with SEI Navica for the MLS database. The following information will be for display and use in the MLS profile and listing sheets. Please provide if different from above.

Local Office Address: (this address will show on all listings) _____

Office Phone: () ____ - _____

Office Fax: () ____ - _____

Cell Phone: () ____ - _____

*Items with this * are required information Any application submitted without all required information will not be processed.

Access into the MLS is only allowed to the person above in this application. If found in violation, please see below.

MLS Rules and Regulations:

Section 7.1 Unauthorized Access

To discourage authorized users of the MLS system from giving system access to unauthorized persons and to discourage authorized users from misusing their access rights the following shall apply. The member will be held responsible for his actions and those of his licensees and may deal with the offender as he desires. However, in the event of a violation, a fine not to exceed \$5,000 may be directed to the member, said fine to be paid within 30 days of notification to the member. This fine will be treated as indicated in 6.2.2 and 6.2.3. (Amended 2019)

Applicant acknowledges that the DCBR 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/association or its MLS.

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.

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 not form the basis of any action by me for slander, libel, or defamation of character.

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 from time to time established. **NOTE:** Payments to the Door County 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.

Dated: _____

Signature: _____