

NRDS# _____

**New Orleans Metropolitan Association of REALTORS®, Inc.
Gulf South Real Estate Information Network, Inc.**

REALTOR® APPLICATION FOR BOARD/MLS MEMBERSHIP

1. Copy of Real Estate License or Appraiser License and/or Certification must accompany this application.
2. Copy of Driver's License.
3. Application must be signed by Applicant and Sponsoring Broker or Certified Appraiser.
4. Payment of fees must accompany this application. Fees are prorated by the date on your R. E. license.
5. Orientation requirement must be met prior to services being rendered.

I. CLASSIFICATION:

I AM AN _____ Agent _____ Associate Broker
_____ LA Licensed Appraiser Trainee _____ LA State Certified Appraiser

(If you are the Principal Broker **do not** use this application, contact 885-3200 for DR application)

Also, In order for you to apply for membership, your Sponsoring Broker or Certified Appraiser whom you are affiliated must hold membership in NOMAR/GSREIN.

II. TYPE OF MEMBERSHIP (Check Yes to all that apply): I HEREBY APPLY FOR

- A. REALTOR® membership in the New Orleans Metropolitan Association of REALTORS®, Inc. "NOMAR" (**Board**) _____ Yes _____ No
- B. REALTOR® membership, which is referred to as an MLS Subscriber, in the Gulf South Real Estate Information Network, Inc. "GSREIN" (**MLS**) _____ Yes _____ No

NOTE: If you said Yes to **B** above, you must also apply for membership in NOMAR under Section **A** above, or, currently hold REALTOR® membership in another local Board. If you belong to another local REALTOR® Board, a letter of good standing from that Board is required with your application.

LA LICENSED APPRAISER TRAINEE: If you are applying as a LA Licensed Appraiser Trainee you must (a) be working under the direct supervision of a State Certified Appraiser who currently holds membership in NOMAR as a Designated REALTOR® and/or GSREIN as an MLS Participant, and (b) must be working on your LA State Certification. If affiliation with the LA Certified Appraiser under which you are granted membership ceases, your NOMAR and GSREIN membership will be terminated until such time you become affiliated with another Certified Appraiser who is a member of NOMAR and/or GSREIN. In order to reinstate membership, a membership transfer form will be required along with payment of any dues or fees that are owed. Any dues and fees paid are non-refundable.

Primary Board Affiliation: _____

Sponsoring Broker Name: _____

or

Certified Appraiser you are working under the supervision of: _____

III. GENERAL INFORMATION

A. Applicant Name as it appears on your Louisiana Real Estate License

Mr / Ms / Mrs	First Name	Nickname	Middle Init	Last Name
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B. Home Address: _____ City: _____ State: _____ Zip: _____

C. Contact Phone#: _____ Fax#: _____

B. Date of Birth: _____ Last 4 digits of Social Security #: _____

D. Real Estate License #: _____ Broker: _____ Sales: _____

E. Appraiser Trainee License #: _____

F. Have you belonged to a REALTOR® Association in the past? _____ Yes _____ No

NRDS ID# (if known) _____

D. E-mail Address: _____ Pref. Mail: _____ Ofc _____ Home

F. Languages Spoken: _____ Designations: _____

G. Company Name: _____

H. Branch Address: _____ City: _____ State: _____ Zip: _____

Note: Persons other than principals, partners or corporate officers of real estate or appraisal firms must be employed by, licensed or sponsored by a Designated REALTOR® or State Certified Appraiser to be eligible for REALTOR® Membership. MLS Subscribers must remain affiliated with an MLS Participant to be an MLS Subscriber.

IV. ASSOCIATION HISTORY

List all Boards of REALTORS® to which you now belong as a REALTOR® or MLS Member.

List all Boards of REALTORS® to which you previously belonged

Have you ever been disciplined by any of the above? If so, please attach copies of the Discipline or a narrative of explanation. _____ Yes _____ No

Have you ever been disciplined by a State Licensing Agency? If yes, please attach copies of the Discipline or a narrative of explanation. _____ Yes _____ No

Do you have any record of:

- ___ Yes ___ No 1. Code of Ethics violations and violations of other membership duties in any other Association within the past three years.
- ___ Yes ___ No 2. Pending Ethics complaints or hearings
- ___ Yes ___ No 3. Unsatisfied discipline pending
- ___ Yes ___ No 4. Pending arbitration requests or hearings
- ___ Yes ___ No 5. Unpaid arbitration awards or unpaid financial obligations to any other Association or Association MLS

IV. ARBITRATION AGREEMENT AND ADHERANCE TO POLICIES

As a condition of Membership in the New Orleans Metropolitan Association of REALTORS®, Inc. or the Gulf South Real Estate Information Network, Inc., either as a REALTOR® or an MLS Subscriber:

- A. I hereby agree for myself and the firm for which I act, to binding Arbitration of disputes as defined in and provided for in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS® with any member of the New Orleans Metropolitan Association of REALTORS®, Inc., the Gulf South Real Estate Information Network, Inc., or the Louisiana REALTORS® Association in accordance with the rules and regulations, or any client covered by the Association rules and regulations.
- B. Further, I agree to binding Arbitration of disputes as defined in and provided for in the *Code of Ethics and Arbitration Manual* of the NATIONAL ASSOCIATION OF REALTORS® and in accordance with the Gulf South Real Estate Information Network, Inc. or with any other MLS Participant or Subscriber of any Board/Association MLS which shares a common database with the Gulf South Real Estate Information Network, Inc. through a Regional Agreement.
- C. NO REFUND. I understand that my dues and MLS Fees are non-refundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason under the Bylaws or MLS Rules and Regulations, including but not limited to discipline by the MLS, I understand I will not be entitled to a refund of my dues or fees.
- D. AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER. I am familiar with the Qualification and Election Provisions and the Bylaws of NOMAR and GSREIN and authorize the New Orleans Metropolitan Association of REALTORS®, Inc. and/or the GSREIN MLS or its representatives to verify any information in this application including contacting any Board/Association/MLS, the Louisiana Real Estate Commission, and any current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant/Subscriber to release all membership and disciplinary records to the New Orleans Metropolitan Association of REALTORS®, Inc. and/or the Gulf South Real Estate Informa-

tion Network, Inc. I further authorize NOMAR or GSREIN use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by NOMAR, GSREIN, their agents, employees, committees or members.

I agree that should I cease to be a REALTOR® I will discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.

I understand that as a *Non-REALTOR® Member of the MLS* I am not entitled to any services offered by the New Orleans Metropolitan Association of REALTORS®, Inc.

I understand that as a *Non-REALTOR® Member of the MLS*, I am not entitled to use any *Designation issued by the Association such as, but not limited to GRI, CRS, CRB, etc.*

I understand that as a *Non-REALTOR® Member of the MLS* my listings will not be published on REALTOR®.Com.

I understand that if NOMAR/GSREIN require attendance at Orientation, I must attend such Orientation prior to becoming a Member, MLS Participant or MLS Subscriber.

By becoming and remaining a member, I agree to become familiar with and abide by the Constitution, Bylaws, *Code of Ethics and Arbitration Manual*, and any other rule as from time to time amended of the NATIONAL ASSOCIATION OF REALTORS®, the Louisiana REALTORS® Association, the New Orleans Metropolitan Association of REALTORS®, and the Gulf South Real Estate Information Network.

VI. MLS RULES AND REGULATIONS

I understand and agree that by becoming and remaining a Subscriber to the MLS, I agree to abide by the MLS Rules and Regulations, as from time to time amended, including but not limited to the following:

- A. I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the rules.
- B. I agree not to reproduce any portion of the active listing unless specifically authorized under the rules.
- C. I agree not to download MLS Data except as provided in the MLS Rules and Regs.
- D. I agree not to allow anyone other than authorized Participants, their Subscribers and the clerical users as defined in the MLS Rules & Regs to access any computer receiving MLS information. I agree not to transmit the information to any Participants, Subscribers and clerical users not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the Participant who downloaded the data in compliance with the MLS rules.
- E. I agree I will not give or sell my password/ID to any person nor make it available to any person. I further understand the Louisiana and United States penal Codes prohibit unauthorized access to computer databases. I agree not to allow such unauthorized access by use of my equipment or pass codes.
- F. I agree not to leave my MLS Book in a non-secured area.
- G. I agree not to give, lend or sell my MLS Book or any part thereof, to any person. I further understand and agree that the MLS Books are merely being leased to me and must be returned to the Board upon demand.

- H. I understand that the clerical users I have registered may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in discipline to me and ultimate termination of MLS services to me.
- I. The security of many homeowners in the area depends on the security of the lockbox system. I agree to become familiar with and obey the Lock Box Procedures. I will not lend or make available my lock box key pad to any person, even if an authorized MLS user. I further understand that the Board can incur costs in securing the system if I fail to take adequate measures to protect my keypad and lockbox and that I agree to be responsible for these costs.
- J. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of the Service. In addition, my actions may cause damage to the New Orleans Metropolitan Association of REALTORS®, Inc.; the owner of the MLS and the Board may pursue any legal remedies against me to recover such damages.
- K. In the event Participant/Subscriber becomes delinquent in his/her MLS Fees, Participants/Subscribers MLS access will be immediately discontinued.
- L. Participant/Subscriber agrees and acknowledges that all data and photos contained in the system is owned by NOMAR/GSREIN.

It shall be the responsibility of the Designated REALTOR® to ensure that licensees and State Certified Appraisers newly affiliated with their firm meet all of the requirements for membership which include (1) notification to the Association, (2) completion of Application for Membership, (3) payment of appropriate dues and fees, (4) duplicate copy of real estate license, (5) attendance at Board Orientation. These requirements must be completed within sixty (60) days of affiliation. Should any new applicant not meet the necessary requirements within the allotted time, the appropriate monies will be returned, less a \$25.00 processing fee which will be retained by The New Orleans Metropolitan Association of REALTORS®, Inc. The Designated REALTOR® will be advised and billed for this licensee as per the NOMAR bylaws.

Contributions or gifts to the New Orleans Metropolitan Association of REALTORS®, Inc., the Louisiana REALTORS® Association, the NATIONAL ASSOCIATION OF REALTORS®, MARPAC and LARPAC are not deductible as charitable contributions for Federal Income Tax purposes. However, dues may be tax deductible as ordinary and necessary business expenses. REALTORS® may participate in the PAC by including a voluntary donation on the same check as your dues payment. No contributor will be favored or disfavored by reasons of the amount of his/her contribution or decision not to contribute. Failure to contribute will not effect an individual membership status in NOMAR or GSREIN. Applicants may not use the professional designation of REALTOR® until the Application is approved and membership requirements are completed.

Communication Authorization: By signing below I consent to receive communications from New Orleans Metropolitan Association of REALTORS®, Gulf South Real Estate Information Network, NOMAR Commercial Investment Division, LA Commercial Database, National Association of REALTORS®, Louisiana REALTORS®, Women's Council of REALTORS®, CCIM, IREM, and other Divisions or Councils of the REALTOR® Association which I may have a designation or subscribe as a member, to communicate information to me via Phone, Fax, U.S. Mail and Email at the addresses, phone and fax numbers provided in this application and any subsequent numbers or addresses which applicant provides. Please remember to provide us with changes in address, phone, fax or email so we can keep your information current and provide timely communication to you.

Membership Information Privacy Policy

1. We gather the following types of information needed to process your transactions, fulfill your requests, and maintain our membership records:
 - Contact information you provide (for example, your personal and business addresses, phone, fax numbers, email and website addresses, firm affiliations and license number).
 - Other information you may provide such as political profiles, professional designations, etc.
2. We use this information to:
 - Notify you of relevant products and services.
 - Keep you informed of upcoming events and programs.
 - Educate members on business issues or legislative issues affecting your industry and/or private property rights.
 - Provide you with email correspondence and newsletters (unless you opt out).
 - Provide “Find A REALTOR®” search directories on www.nomar.org for public access including specialty directories.
 - Update your member information in the GSREIN MLS database and the Supra keybox system database.
 - Update the Louisiana REALTORS® and National Association of REALTORS® membership databases.
3. Our Roster and Email Policy provides that we will sell Firm and Member rosters, which include the member’s office information and email address **only** to members of NOMAR, GSREIN and CID. **No home information** is provided in the roster.

In the event that NOMAR, GSREIN or CID is providing or promoting a new service to its’ members, the third party providing the service may be provided with a roster including email addresses for the sole purpose of marketing the new product or service to the member. An example of this is when the GSREIN lockbox keys were exchanged for the new active key, Supra was provided with the member’s contact information in order to disseminate the information relative to the upgrade and key exchange to the membership.

Relative to political campaigns, if MARPAC or Friends of LA Real Estate has taken action to support a candidate, the Association may provide candidates with member email addresses. In addition the Association, acting in response to proposed legislation affecting the real estate industry, will email calls to action to its’ membership with recommended action to be taken by its’ members.

In the above instances the member may opt to not have their email address disseminated for any Association related activities as described above. If the member chooses to opt out of unsolicited emails, then the member can change their preferences on communication in their member record to not allow unsolicited email. This will restrict NOMAR’s weekly on-line newsletter from being sent to the member as well.

4. Credit information that you provide when you make payments by credit card or electronic check for products, dues or other services via the on-line payment service will only be used to process the transactions you request. This information will be provided to and maintained by reputable credit reporting databases, but will never be sold, shared or provided to other third parties.
5. We maintain security procedures and standards which we believe are as safe as today’s technology permits. We test these procedures and modify them as new technologies become feasible.
6. We utilize a strict Opt-Out policy for sending online notification regarding services, products and programs. You may Opt-Out by replying to our email or you may adjust your Communication Preferences by reviewing your membership information on-line. Login to www.nomar.org, click “Member Accounts” and use your www.NOMAR.org Logon ID and Password provided to you on your membership card. You may make changes to your personal information and your preferences on-line or you may submit them to NOMAR in writing by fax, mail or email.

Date Attended Orientation:_____ Copy of Real Estate License Attached:_____

Copy of Appraiser License Attached:_____ Copy of Appraiser Certification Attached:_____

Effective Membership Date:_____ Effective MLS Start Date:_____

- 1. Copy of Real Estate License, Appraiser License/certification must accompany this application.**
- 2. Copy of Driver's License**
- 3. Application must be signed by Applicant and Sponsoring Broker.**
- 4. Payment of fees must accompany this application.**