# Chesapeake Bay & Rivers Association of REALTORS® & CBRAR Property Services, Inc.

6814 Teagle Lane Gloucester, VA 23061

## New Primary Association Member without MLS Membership

**Primary Association Membership without MLS includes:** 

- -Can attend CBRAR association events such as General Membership Meetings, Awards/Honor Society Banquet, Installation of Officers Events, Education Events, Social Events.
- -Can serve on the CBRAR Board of Directors (Association)
- -Can serve on the CBRAR Property Services Board (MLS)
- -Can serve on Committees
- -Primary Association Members without MLS Service pay annual dues to the National Association of REALTORS® (NAR), Virginia Association of REALTOR® (VR) and Chesapeake Bay & Rivers Association of REALTORS®.
- -They must provide an MLS Waiver

Please complete the following forms (attached) and email application to <a href="mailto:cbrarmls@cbrar.com">cbrarmls@cbrar.com</a> or fax to 804-776-0270.

- -Primary Association Membership Application
- -Waiver Form

Please call 804-776-0568 or email <a href="mailto:cbrar.com">cbrarmls@cbrar.com</a> for Association Dues and MLS Fees amounts.

New Member Invoices will be available for payment after agent's application has been processed. You will receive an email stating the availability of the invoices and instructions on how to pay.

**NOTE:** Your broker in the office your license hangs must be a Primary or Secondary Association member of CBRAR in order for you to be able to join as a Primary Member.

## **New Member Orientation**

This is a mandatory class for all new members. Use of the term REALTOR® is contingent upon completion of this class. The first portion of New Member Orientation will be online. You will be sent information and links after your application has been processed and membership dues have been paid. You will also be automatically registered for the nest available NMO in person class and will receive a confirmation email with class information. The in-person class will be approximately four hours long.

Phone: 804-776-0568

Fax: 8074-776-0270

## APPLICATION FOR REALTOR® MEMBERSHIP

I hereby apply for Primary REALTOR® Membership in the Chesapeake Bay & Rivers Association of REALTORS®

**Qualifications for Membership**. I understand that membership brings certain privileges and obligations that require compliance, including the following:

- ♣ I will attend orientation within 180 days of the Association confirming my membership. Failure to meet this requirement may result in having my membership terminated.
- A Membership in the Association necessarily means that I am also a member of the State Association and National Association of REALTORS® and I agree to abide by the Code of Ethics of the National Association, which includes the duty to arbitrate (or to mediate if required by the association), as well as the Constitution, Bylaws and Rules and Regulations of the Association, the State Association and the National Association. Further, if required, I agree to satisfactorily complete the periodic Code of Ethics training and a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.
- ♣ I acknowledge that as a member of the Association, 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.
- A 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 timeframe established in the Association's bylaws.

**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 such time as 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®.

\* Dues are prorated according to month joining unless membership was held the previous year. I hereby submit the following information for your consideration:

PERSONAL INFORMATION:								
First Name			Middle N	ame				
Last Name	2			Suffix				
Nickname (DBA):								
Home Address:								
City:		State:			Zip:			
Home Phone:			Cell Phone:					
Personal Fax:								

E-mail Address:	Date of Birth:					
Real Estate License # and Exp. Date						
Licensed/Certified	Appraiser: Yes No Appraisal License #					
COMPANY INFORMATION:						
Office Name:						
Office Address:						
Office Phone:	Fax:					
PREFERRED MAIL	ING/CONTACT INFORMATION:					
Initial Password fo	r Association Site (if applicable):					
Preferred Phone: [	Home Office Cell					
Preferred E-mail:	☐ Primary E-mail ☐ Secondary E-mail					
Preferred Mailing:	Home Office Office Mail Alternate Member Mail Alternate					
Mail Publications t	o: Home Office Office Mail Alternate Member Mail Alternate					
APPLICANT INFOR	MATION:					
Are you presently	a member of any other Association of REALTORS®?  Yes No					
If yes, name of Ass	sociation					
Type of membersh	ip held:					
Have you previous	ly held membership in any other Association of REALTORS®?  Yes No					
If yes, name of Ass	sociation					
Type of membersh	ip held:					
Have you been fou	nd in violation of the Code of Ethics or other membership duties in any Association of					
REALTORS® in t	he past three (3) years or are there any such complaints pending?   Yes   No					
(If yes, provide det	ails.)					
If you are now or have ever been a REALTOR®, indicate your NAR						
membership (NRDS) #						
Last date (year) of completion of NAR's Code of Ethics training requirement:						
Have you ever been refused membership in any other Association of REALTORS®?						
If yes, state the basis for each such refusal and detail the circumstances related thereto:						

Do you hold, or have you ever held, a real estate license in any other state?   Yes No
If so, where:
Have you or your firm been found in violation of state real estate licensing regulations or other laws
prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three
years?  Yes No
If yes, provide details:
Have you or your firm been convicted of a felony or other crime?  Yes No
If yes, provide details:
Education and Experience:
High School:
College/University: Degree/Diploma Earned:
Military Yes No If Yes, which branch:
Do you speak a foreign language?
Employment History:
Are you currently
employed? If so, where?
In what other business have you been engaged?
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. <b>NOTE:</b> Payments to the <b>Chesapeake Bay &amp; Rivers Association of REALTORS®</b> (CBRAR) are not deductible as charitable contributions. A portion of such payments may, however, be deductible as an ordinary and necessary business expense. No refunds shall be given for any reason.
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.
Signature: Date:



#### CBRAR Property Services, Inc.

Multiple Listing Service 6814 Teagle Lane Gloucester, Virginia 23061

#### WAIVER OF CBRAR MLS SUBSCRIBER FEES FOR AFFILLIATED LICENSED REALTORS® OR APPRAISERS

The individual(s) named in Broker MLS Waiver Certification Form ("Waiver Applicant(s)") shall be exempt from payment of the Chesapeake Bay and Rivers Multiple Listing Service, Inc. ("CBRARMLS") MLS Subscriber fee so long as such Waiver Applicant(s) currently satisfies and continues to satisfy <u>ALL</u> of the following requirements:

- 1. Waiver Applicant is NOT a listing agent for any active listing included in the CBRAR MLS;
- Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the CBRAR MLS;
- 3. Waiver Applicant does NOT directly or indirectly access or use in any manner whatsoever the listing information stored in the CBRAR MLS. Such access and use includes, but is not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the CBRAR MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information from the CBRAR MLS; and
- 4. Waiver Applicant does NOT use, directly or indirectly, in any manner whatsoever information from the CBRAR MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees and does not participate in listing or sales activity requiring licensure for any properties listed in the CBRAR MLS.

#### CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT/ DESIGNATED BROKER

I certify that the Waiver Applicant(s) named herein on Broker MLS Waiver Certification Form is/are affiliated with me and meet ALL of the above requirements, and therefore is/are eligible for a waiver of each Waiver Applicant's CBRAR MLS Subscriber fee. I understand that I will need to supply an additional signed Broker MLS Waiver Certification for any future Waiver Applicants. Further, I agree to notify CBRAR within 10 calendar davs if any Waiver Applicant remains affiliated with me but has become ineligible for a waiver of the fee. Simultaneously with' such notice to CBRAR MLS, I will either (i) sever the agent from this office, or (ii) inform the agent that said agent must subscribe to CBRAR MLS within 3 business days of the notification to CBRAR MLS. Such affirmative notice to CBRAR MLS, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall therefore not incur the penalties described below.

I understand that any violation of the conditions of this waiver will result in automatic revocation of this waiver for the individual Waiver Applicant. I agree to pay any and all CBRAR MLS Subscriber fees, retroactive to the beginning of the current billing year for each Waiver Applicant that has had his or her waiver revoked, within 10 calendar days after the Waiver Applicant becomes ineligible for a waiver of the CBRAR MLS Subscriber fee. I acknowledge that non-payment of the fee(s), by the due date, as indicated on the associated invoice from CBRAR MLS, will result in the CBRAR MLS access for myself and all Subscribers associated under my CBRAR MLS participation being suspended until such time as all fees have been satisfied.

Signature of MLS Participant/ Designated Broker	Printed Name of MLS Participal	nt/ Designated Broker	Date
Print Company Name		Office Broke	er Code
EMAIL APPLICATIONS TO:  CBRARMLS@CBRAR.COM	MAIL APPLICATIONS TO:  MAIL APPLICATIONS TO:  CBRAR Board Office 6814 Teagle Lane Gloucester, Virginia 23061		

A waiver becomes effective immediately upon receipt and processing by CBRAR MLS of a properly completed application form provided the Applicant satisfies all requirements listed above. Approved waivers shall remain in effect until the applicant becomes an active subscriber, changes brokerages, or subsequently fails to satisfy any of the waiver requirements. Applicant will be notified by CBRAR MLS if this application is not approved.

### **Broker MLS Waiver Certification**

Participant/Designated Broker certifies that the following real estate and appraiser licensees meet all the requirements for receiving a CBRAR MLS fee waiver as described herein:

Applicant N	ame	Waiver Applicant MLS Affiliation	Real Estate License.#
1.			
2.			
3.			
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10.			
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16.			
17.			
18.			
19.			
20.			
	Attach addition	nal sheets as necessary.	
Signature of Designated Cert	ifying Broker	Printed Name of Designated (	Certifying Broker
Print Company Name	Office ID	 	