



**Tri-Lakes Board of REALTORS®
Membership Application and New Membership Form**

I, _____, hereby apply for ☐ **Designated REALTOR®**

☐ **REALTOR® Membership** ☐ **Primary** ☐ **Secondary Membership in the above-named Board/Association.**

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

I will attend orientation within 60 days of the Association confirming my membership. Failure to meet this requirement may result in having my membership terminated.

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.

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 Association's bylaws.

**SIGNATURE ACKNOWLEDGES THAT APPLICANT HAS READ AND AGREED TO MEMBERSHIP DUTIES,
INCLUDING ARBITRATION AND ALL NOTICES ON THIS PAGE.**

APPLICANT'S SIGNATURE

DATE

NOTICES:

REALTOR® Dues are not refundable. If you are becoming a new member towards the end of the year, dues for the following year are also due in December.

1. Part of your dues structure includes \$40 that will be set aside by the Missouri REALTORS® to be used for issues activity. These monies will fund an "issues reserve fund" and may be used in the discretion of the Association to promote or oppose issues that affect REALTORS®.

2. Your dues includes a \$35.00 mandatory assessment by the National Association of REALTORS® for all REALTOR® and REALTOR-Associate® members to fund a nationwide Consumer Advertising campaign (formally known as the Public Awareness Campaign) which includes radio, TV network and cable ads highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®. Please note that the entire \$35 Consumer Advertising Campaign assessment qualifies as fully deductible.

3. Dues payments are not deductible as charitable contributions for income tax purposes. However, dues payments may be deductible as an ordinary business expense. It is recommended that you contact your personal tax adviser about business deductions.

4. Contributions to RPAC are not deductible for federal income tax purposes. Contributions are voluntary and are used for political purposes. The amounts indicated are merely guidelines and you may contribute more or less than the suggested amounts. The National Association of REALTORS® and its state and local associations will not favor or disadvantage any member because of the amount contributed or a decision not to contribute. You may refuse to contribute without reprisal. Your contribution is split between National RPAC and the State PAC in your state. Contact your State Association or PAC for information about the percentages of your contribution provided to National RPAC and to the State PAC. The National RPAC portion is used to support federal candidates and is charged against your limits under 52 U.S.C. 30116. **We need your help with donations to reach our goal, thank you!**

5. Missouri REALTORS PAC, Inc. may not accept contributions from natural persons who are not United States citizens, foreign governments, foreign corporations that are not registered to do business in Missouri, candidate committees, political party committees, campaign committees, exploratory committees, or debt service committees. Article VIII, Section 23.3(12) & (16).

6. The Budget Reconciliation Act of 1993 contains a provision that eliminates the deductibility of lobbying expenses of corporations and trade associations as a business expense for federal income tax purposes. Therefore, the dues paid to local, state and national associations will be nondeductible to the extent of that association's lobbying expenditures on state and federal issues.

Since Tri-Lakes Board of REALTORS® has less than \$2,000 of expenses for lobbying on state and federal issues, the nondeductible portion of your Local Board's/Association's dues is zero. Please note below, the amount of state and national dues which REALTORS® and REALTOR-Associate® are not able to deduct on their federal tax returns as business expenses.

Estimated Lobbying Expense Percentage

Non-Deductible Portion:

National Association of REALTORS®

- National Association of REALTORS, 35%
- Annual Dues \$156.00 or \$55.00
- Please note that the entire \$45 Consumer Advertising Campaign special assessment qualifies as fully deductible.
- Missouri REALTORS, 33%
- Annual Dues \$230.00 or \$75.90

TOTAL NON-DEDUCTIBLE PORTION \$130.90

[Designated REALTOR®, REALTOR® and REALTOR-Associate® membership includes Local, State, and National Association]



MEMBERSHIP APPLICATION

PERSONAL INFORMATION

Name (As it appears on License): _____

Nickname: _____ Date of Birth: _____ / _____ / _____

Home Address: _____

City: _____ State: _____ Zip Code _____

Cell Phone _____ E-Mail Address _____

Website: _____

LICENSE INFORMATION

Individual License/ Work Permit # _____

License Issue Date: _____ State of Licensure: _____

Classification: ☐ Designated REALTOR® ☐ REALTOR®

Have you previously held membership in this or any other REALTOR® Association? ☐ Yes ☐ No

If so, of what Board were you a Member? _____

Are you transferring from another Board? ☐ Yes ☐ No

If so, from what Board are you transferring? _____
NRDS#: _____

Orientation Date _____ / _____ / _____

OFFICE INFORMATION

Office Name: _____

Office Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Office Fax: _____

APPLICANT INFORMATION

Do you have any unsatisfied discipline pending for violation of the Code of Ethics? ☐ Yes ☐ No

If yes, provide details: _____

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: _____

Do you have any record of civil judgments imposed within the past seven (7) years involving judgments of civil rights laws, real estate license laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities? ☐ Yes ☐ No

If yes, provide details: _____

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: _____

Are there pending ethics complaints against you? ☐ Yes ☐ No

If yes, provide details: _____

Do you have any unsatisfied discipline pending? ☐ Yes ☐ No

If yes, provide details: _____

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 Association, I shall pay the fees and dues as from time to time established.

NOTE: Payments to the Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. Dues are not refundable. 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.

APPLICANT'S SIGNATURE

DATE

Tri-Lakes MLS, SOMO MLS SECURITY ENROLLMENT AGREEMENT

1. The Participant or Subscriber agrees to abide by all MLS Governing Documents, as they may be amended and updated from time to time (including fines and penalties for infractions thereof), including but not limited to the Governing Documents specifically set forth herein.
2. The MLS agrees to maintain its Multiple Listing Service in accordance with National Association of Realtors® ("NAR") Handbook on Multiple Listing Policy and have its Governing Documents reviewed by NAR on a periodic basis as required by NAR policy.
3. The Participant or Subscriber agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to passwords, confidential in accordance with the MLS Governing Documents.
4. The Tri-Lakes MLS is for my exclusive use only and may not be shared with or used by any other person, entity, agency, firm or organization not authorized by the Tri-Lakes MLS. Sharing or giving of any TLMLS data to anyone not entitled to this information may result in violation of the MLS Governing Documents.
5. Photo Identification is required at the time of security registration, along with registration fee as established by the Directors of the Tri-Lakes MLS. Other fees may be established in accordance with TLMLS Governing Documents.
6. The Participant or Subscriber agrees to maintain listing information in a complete, accurate, and timely manner; and take full responsibility for the information entered.
7. The Participant or Subscriber agrees to allow the MLS to distribute and disseminate listing information to other participants and Subscribers of the MLS (other than those whom have opted out), and to others, with approval of the Participant, as may be desired or necessary, consistent with the functions of an MLS.
8. The Participant or Subscriber acknowledges that any copyright and ownership interest in property images taken by photographers through agreement with the MLS shall belong to the MLS. Copyright ownership interests in images submitted by the Participant or Subscriber shall remain with the Participant or Subscriber. The Participant or Subscriber grants a license to the MLS to reproduce, distribute, and transform the image and place an MLS copyright legend on the image. The Participant or Subscriber represents that it has the right to authorize the MLS to so utilize any such image and agrees to indemnify and hold the MLS harmless from and against any liability that the MLS may incur as a result of any claim that the MLS did not have the right to utilize any such image according to the license herein granted.
9. The Participant or Subscriber agrees not to sell MLS data or to recompile MLS data, derive products or analyses from the MLS data, or distribute in written, printed or electronic form, proprietary or copyrighted information of the MLS other than the participant or Subscriber's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis ("CMA") purposes or the marketing of properties or prospective purchasers or tenants.
10. The Participant agrees to be responsible to the MLS for all fees and/or fines incurred for the use of the MLS for each of his or her Subscribers, including any and all assistants/office assistants, and clerical staff (licensed or unlicensed.)



Multi List Services of Tri-Lakes Board of REALTORS®
2875 State Highway 265, Branson, MO 65616
Office (417) 338-4555

MULTILIST ACCESS APPLICATION

PERSONAL INFORMATION

Name (As it appears on License): _____

Nickname: _____ Date of Birth: ____ / ____ / ____

Home Address: _____

City: _____ State: _____ Zip Code _____

Cell Phone _____ E-Mail Address _____

Website: _____

Individual License/ Work Permit # _____

Classification: ☐ Designated REALTOR® ☐ REALTOR® ☐ Unlicensed Assistant

OFFICE INFORMATION

Office Name: _____

Office Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Office Fax: _____

Office NRDS#: _____

Office License#: _____

Designated Broker Name: _____

I hereby agree as a condition of participation in the Multi List Service of Tri-Lakes REALTORS®, Inc., to abide by the Bylaws, Rules and Regulations of the Service, and other obligations of participation including payment of fees. I further agree to be bound by the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the Board/Association. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and fines, that may be imposed.

I irrevocably waive all claims against the Multi List Service or any of its officers, directors, staff, or members for any act in connection with business of the Multi List Service and particularly as to it's or their acts in electing or failure to elect, advancing, suspending, expelling, or otherwise disciplining me as an applicant or as a member.

NOTE: Fee are Non-Refundable and Non- Transferrable

APPLICANT'S SIGNATURE

DATE

11. The Participant agrees to take full responsibility for actions taken by any of his or her Subscribers, including any and all assistants/office assistants, and clerical staff (licensed or unlicensed,) and will do anything in his or her power to ensure that his or her Subscribers follow the MLS Governing Docs.
12. The Subscriber acknowledges & understands that in addition to his or her own responsibility for complying with all MLS Governing Docs as set forth more fully above, his or her participant is fully responsible for the subscriber in matters pertaining to the MLS.
13. The Participant agrees to take full responsibility for any persons other than Subscribers contracted or employed by the Participant or his or her Subscribers, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.
14. The Subscriber acknowledges and understands that the participant is fully responsible for any other persons contracted or employed by the Participant or the Subscriber, including but not limited to assistants, clerical staff, licensed or unlicensed, and acknowledge that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.
15. The Subscriber and/or participant agree to abide by all relevant Governing Docs and other obligations of membership including the payment of fees. If the Participant or Subscriber is a REALTOR® member of a Board or Association other than TLBOR, the Participant or Subscriber further agrees to be bound by the NAR Code of Ethics on the same terms and conditions as TLBOR members, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS in accordance with the established procedures of TLBOR. The Participant or Subscriber (whether a TLBOR member or not) understands that a violation of the NAR Code of Ethics could result in a suspension/termination of the participant or subscriber's MLS privileges including any discipline, fees, and/or fines, that may be imposed.
16. The Participant or Subscriber confirms that he/she currently, and will on a continual and ongoing basis in the operation of his/her real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other participants or subscribers through the MLS in accordance with NAR's definitions. Participant or Subscriber agrees that he/she must continue to engage in such activities during his/her participation in the MLS, and acknowledges that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

Access and use of the Tri-Lakes Multiple Listing Service is for the exclusive use of the Participant. Any misuse, or use for other purposes, is prohibited and may affect use and access to the service. This includes sharing or transfer of information to others or uses that are not in accordance with our policies/procedures/rules and regulations/bylaws will constitute an unauthorized use.

BY SIGNING THIS, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND I AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Applicant's Signature: _____ Date: _____

Designated Realtor's Signature: _____ Date: _____