

BAREIS MLS®
Broker / Participant Class D Member Application

Broker/Participant Class D Membership Coversheet

Email: membership@norcalmls.com

From: _____

Date: _____

Please allow a minimum of two business days for processing, provided the application is complete and payment received.

- ♦ BAREIS MLS® is the primary MLS serving Sonoma, Marin, Napa, Solano and Mendocino counties (the “Principal Counties”). BAREIS Members also have access to MLS data from 7 other Northern California MLSs including Bay East Association of REALTORS®, bridge MLS, Contra Costa Association of REALTORS®, MetroList, MLSListings and San Francisco Association of REALTORS®
- ♦ BAREIS has service centers in all five of the Principal Counties. At each service center you can join BAREIS, pay your quarterly fees, and obtain a lockbox key.
- ♦ On www.bareis.com you can find all of our forms and information, including BAREIS Rules, Bylaws, weekly tour information, statistical information, list of all service centers and contact information.
- ♦ All statements are e-mailed to the address provided on your application. You can choose to have paper statements mailed for an additional \$5.00 processing fee each quarter.

Class D Broker Application Checklist: (* Required forms)

- *Broker / Participant Class D Member Application (pg. 1)
- *Class D Membership Agreement (pg. 2)
- *Rule 18 Indemnification (pg. 3)
- *Broker Agreement IDX/Reciprocal/Cooperative Advertising (pg. 4)
- Exclusion of Sponsored Licensee and Certificate of Non-Use (pg. 5)
- *A Copy of your DRE Broker License
- *A copy of your picture ID (Driver License, Passport, etc.)
- *Payment in the form of cash, check made payable to BAREIS, or BAREIS Credit Card Authorization Form (pg. 7)

Please pay the amount that coincides with the dates you are submitting the application.

Dec. 30th - Jan. 28th		Jan. 29th - Feb. 26th		March 1st - March 29th		March 30th - April 28th	
Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00
1st Qrt. 2021	\$114.00	Feb. & Mar. 2021	\$76.00	March 2021	\$38.00	2nd Qrt. 2021	\$114.00
Total Due	\$414.00	Total Due	\$490.00	Total Due	\$452.00	Total Due	\$414.00
April 29th - May 28th		June 1st - June 28th		June 29th - July 29th		July 30th - August 30th	
Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00
May & June 2021	\$76.00	June 2021	\$38.00	Application Fee	\$300.00	Aug. & Sept. 2021	\$76.00
3rd Qrt. 2021	\$114.00	3rd Qrt. 2021	\$114.00	3rd Qrt. 2021	\$114.00	4th Qrt. 2021	\$114.00
Total Due	\$490.00	Total Due	\$452.00	Total Due	\$414.00	Total Due	\$490.00
August 31 - Sept. 28th		Sept. 29th - Oct. 29th		Nov. 1st - Nov. 29th		Nov. 30th - Dec. 28th	
Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00
September 2021	\$38.00	Application Fee	\$300.00	Nov. & Dec. 2021	\$76.00	December 2021	\$38.00
4th Qrt. 2021	\$114.00	4th Qrt. 2021	\$114.00	1st Qrt. 2022	\$114.00	1st Qrt. 2022	\$114.00
Total Due	\$452.00	Total Due	\$414.00	Total Due	\$490.00	Total Due	\$452.00

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All of the application must be completed in order to process.

Applicant's Name (hereinafter referred to as the "Applicant"): _____
Print Applicant's name as it appears on Applicant's DRE License.

Office Name: _____

Office Physical Address: _____ City _____ Zip _____

Office Mailing Address: _____ City _____ Zip _____

Office Phone: (____) _____ Office Fax: (____) _____

Home Phone: (____) _____ Cell Phone: (____) _____

E-mail Address: _____

DRE Broker License #: _____ **Exp. Date:** _____

DRE Corporate License #: _____ **Exp. Date:** _____

If there is a Corporate DRE License number, please check the license # you would like to display on the office roster

Applicant is: *(Please check one)*

A Corporation A Partnership A Natural Person A Limited Partnership Other Entity

Choose the method of receiving your statement. There is a \$5.00 charge for mailing of paper statements.

Billing E-mail Address: _____ Paper Statement

For Staff Use Only

ID Verified

Agent ID: _____

Invoice #: _____

Amount Paid: \$ _____

Office ID: _____

Check #: _____

Cash

Credit Card

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CLASS D MEMBERSHIP AGREEMENT

Applicant Name: _____

APPLICANT'S REPRESENTATIONS AND AGREEMENT

The Applicant hereby applies for an active Class D Membership in Bay Area Real Estate Information Services, Inc. ("BAREIS") as a Class D Member (a "Participant") and certifies that the above is correct. The Applicant is a natural person or an entity who or which is duly licensed as an active real estate broker and is engaged in the conduct of the real estate brokerage business for his, her or its own account in one or more of the Principal Counties, but is not an employee, partner, shareholder, independent contractor of, or otherwise affiliated with, any entity that is itself a Class D Member of BAREIS. The Applicant further certifies that it is licensed as a real estate broker and is in good standing with the California Department of Real Estate. The Applicant has read the BAREIS Bylaws (as amended from time to time, the "Bylaws") and the BAREIS Rules relating to BAREIS' multiple listing service (the "BAREIS MLS®") posted on www.bareis.com (as amended from time to time, and together with BAREIS' administrative policies, the "Rules"), including Rules 18 and 19 relating to the Applicant's indemnity obligations owing to BAREIS Affiliates and to BAREIS' disclaimer of warranties, respectively. In consideration of BAREIS' accepting this Application and Agreement, and intending to be legally bound hereby, the Applicant agrees as follows:

- 1) The Applicant shall abide by the Bylaws and the Rules as long as it remains a Class D Member or Participant in the BAREIS MLS®. Initial _____
- 2) The Applicant shall require all agent or broker licensees who are employed by or affiliated as independent contractors with the Applicant and are using the BAREIS MLS® services to comply with the Bylaws and the Rules and shall be liable to BAREIS and shall indemnify BAREIS Affiliates pursuant to Rule 18, a copy of which is attached hereto, for such agent's or broker's failure to do so in every respect. Initial _____
- 3) The Applicant shall pay such fees as may be determined for the use (and fines for the misuse) of the BAREIS MLS®, including reinstatement fees or late fees incurred on delinquent accounts, as well as such fees and fines as may be owing to BAREIS by an agent or broker who is employed by or affiliated as an independent contractor with the Applicant. Initial _____
- 4) The Applicant understands that the BAREIS MLS® enrollment fee is non-refundable. Initial _____
- 5) The Applicant shall sign up a BAREIS MLS® Online Orientation class within 60 days of joining. Initial _____
- 6) The Applicant hereby irrevocably and unconditionally assigns to BAREIS any copyright that the Applicant has in the selection, coordination, or arrangement of any and all listings that are submitted to the BAREIS MLS® by the Applicant or for the Applicant's account, and the Applicant shall cause any other person or entity that has prepared or submitted a listing on the BAREIS MLS® on the Applicant's behalf or as the Applicant's agent to do likewise. Initial _____
- 7) The Applicant shall fully indemnify all BAREIS Affiliates as provided in Rule 18 of the Rules, a copy of which is attached hereto. Initial _____
- 8) The Applicant understands that terms used in this Agreement shall have the same meanings as those ascribed thereto in the Rules. Initial _____
- 9) In any proceeding to enforce or interpret any of the provisions of this Agreement, the unsuccessful party, as determined by the court or arbitrator, shall pay the successful party all costs, expenses and reasonable attorneys' and witness fees incurred therein by such successful party (including such costs, expenses and fees on any appeals). Initial _____

The Applicant hereby certifies that the above information is true and correct.

Individual Broker/Participant Signature: _____ **Date:** _____

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Rule 18 INDEMNIFICATION

In connection with, conditioned upon and in consideration of BAREIS' granting of rights to use the MLS Database pursuant to these Rules, each Participant, Listing Broker, and Subscriber (each an "Indemnifying Party"), severally, and not jointly, shall, and does hereby agree to, indemnify, defend and hold BAREIS and its service center operators and all officers, directors, employees and agents thereof (collectively, the "Indemnified Parties," and, individually without distinction, an "Indemnified Party"), harmless from and against and in respect of any and all damages, losses, deficiencies, liabilities, fines, judgments, assessments, reasonable attorneys fees' and costs and expenses, including reasonable attorneys' fees, costs, and expenses incurred by BAREIS in administering any mediation or arbitration involving such Indemnifying Party, that are incurred or suffered by an Indemnified Party as a result of, relating to or arising out of any and all actions, suits, claims, proceedings, investigations, demands, assessments and audits, regardless of whether initiated or brought by a Member, another multiple listing service or other third party, incidental to or in any way relating or connected to;

(a) the use or publication by BAREIS (including electronic publication) of any listing information or Media, or any part thereof, submitted to the MLS Database by or through such Indemnifying Party (including by or through any Administrative User who is an employee, independent contractor or other agent of such Indemnifying Party, an "Affiliated Administrative User"); or

(b) any one or more breaches by such Indemnifying Party or any such Affiliated Administrative User of (i) any representation or warranty made by such Indemnifying Party to BAREIS, whether express or implied by these Rules or the Bylaws, or (ii) any intellectual property rights of others in or to such listing information or Media; or

(c) any one or more failures by such Indemnifying Party or any such Affiliated Administrative User to abide by or adhere to the Bylaws or these Rules, as the same may be amended from time to time, or the rules or regulations of any multiple listing service with which BAREIS has any data sharing arrangement or agreement, in all respects, including any failure to provide full, true, complete and accurate listing information and Media for inclusion in the MLS Database or for BAREIS' use or publication of, or BAREIS' licensing of others to use or publish, any such listing information or Media; or

(d) any intentional or negligent tortious conduct or violation of any criminal law or governmental regulation, including the regulations of the California Department of Real Estate, by such Indemnifying Party or any such Affiliated Administrative User

(acts as described in the foregoing clauses (a), (b), (c) or (d) being "Indemnifiable Acts"). The indemnity obligations of a Participant, Listing Broker or Subscriber hereunder to any Indemnified Party shall also apply to and arise in connection with the commission of any Indemnifiable Act by any of such Indemnifying Party's Affiliated Administrative Users. If any action is brought to enforce the terms of this Rule 18, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with such proceeding.

Initial _____

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IDX / Reciprocal / Cooperative Advertising Broker Agreement

The Applicant has read the BAREIS Rules* regarding the cooperative / reciprocal agreements to permit or not permit other Brokers to advertise my listings or the listings of the Applicant's office on the internet.

Further, the Applicant understands that it has the right to accept or reject participation in this program. The Applicant understands that it may not participate in this program until the Applicant has completed this agreement.

*The Rules can be viewed at www.bareis.com

Please choose only one:

Opt In: The Applicant agrees to participate in the cooperative / reciprocal advertising program and authorize all BAREIS MLS® Subscribers associated with its office to participate. The Applicant understands that all its listings will automatically be coded "Yes" to the question "Permit other Brokers to Advertise." Listings may still be excluded from being transmitted to the internet by the seller. The Applicant is granting blanket permission to other Brokers participating in the program to advertise the listings of the Applicant's office within the Rules.

Broker/Participant Name: _____ Broker ID: _____

Office Name: _____

Broker/Participant Signature: _____ Date: _____

-- OR --

Opt Out: I do not want to participate in the cooperative / reciprocal advertising program and understand that none of the BAREIS MLS® Subscribers associated with my office will be permitted to participate. I will indicate "No" on each of my listings, or the listings of my office, to the question "Permit other Brokers to Advertise" through the listing input process on all listings from this office. Further, I understand that I and anyone associated with my office may not advertise the listings of other Brokers within this program without securing specific written permission from the Broker or opting into the program within the Rules.

Broker/Participant Name: _____ Broker ID: _____

Office Name: _____

Broker/Participant Signature: _____ Date: _____

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Exclusion of Sponsored Licensee and Certificate of Non-Use

A Participant in the BAREIS MLS® may be exempt from a portion of the MLS Participation Fee for any individual employed by or affiliated with the Participant who does not have access to and does not use the BAREIS MLS®. Use of the BAREIS MLS® includes, but is not limited to, submission of listings, access to the online BAREIS MLS®, or any other actions deemed associated with the BAREIS MLS®.

The Applicant hereby requests an exemption for the following licensee who meets the above criteria.

Name: _____ **DRE #:** _____

Reason for request: _____

The fee waiver is requested to be effective for the following time frame:

Start Date: _____ **End Date:** _____
Not to exceed the present calendar year.

I, the above licensee, certify that I do not use the BAREIS MLS® service in any way and understand that I must notify my Broker/Participant if I have the need to utilize the BAREIS MLS® in the future.

Licensee Signature: _____ **Date:** _____

I certify that the above-named licensee does not use any portion of the BAREIS MLS®. I agree that if the licensee intends to utilize any BAREIS MLS® service, I will notify BAREIS and pay the required fees. I understand that if I fail to notify BAREIS, I may be found in violation of the Bylaws and the Rules and be subject to fines and citations.

Broker/Participant Name: _____ **Broker ID:** _____

Broker/Participant Signature: _____ **Date:** _____

**Please note that use of the BAREIS MLS® service by the licensee named above shall cause the waiver to be automatically revoked.*

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Broker Choice on Designating listings to Public Media Websites.

Office Listing Syndication Tool – BAREIS now offers the primary Broker a choice about which public media websites will receive its listings from the BAREIS MLS®. Your selections will affect all of your listings marked “Pass to Internet—Yes.”

To Make Your Choices:

Log into the BAREIS MLS® system, click “Admin,” “Office Menu,” “Manage Office Syndication.” You will see a list of public websites. Simply select “Yes” or “No” to include your office listings in the feed that the BAREIS MLS® sends to these sites.

Your selections in the BAREIS MLS® Office Listing Syndication will not affect any direct data feeds your brokerage provides to websites.

Your Agents Can View Your Choices: Your agents will be able to view, but not modify, which public websites you have opted to send your listing data to. Your agents will click “Listings, View Office Listing Syndication.” An agent may still filter a listing to “Pass to Internet—Yes” or “—No,” which will include the listing in your selections, or may opt out of being sent altogether from the BAREIS MLS®.

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Credit Card Authorization Form
All fields must be completed for the credit card to be processed.

I _____, authorize Bay Area Real Estate Information Services, Inc. ("BAREIS")
Please Print Name of Card Holder

to charge my credit card in the amount of: \$_____.

Credit card number: _____ Exp: _____ / _____
Month Year

Security code: _____

Billing address of credit card: _____
Address *City* *Zip*

Cardholder Signature: _____ Date: _____ / _____ / _____

Payment being made for: _____ Agent ID: _____
Please Print Name of Member

Office Name: _____

***Please note:** If credit card is denied upon the second attempt, a \$25 failed-transaction credit card fee will be assessed.