

# BAYEAST

ASSOCIATION OF REALTORS®

7021 Koll Center Pkwy  
Pleasanton, CA 94566  
(925) 730-4060 Fax (925) 730-0237  
<http://www.bayeast.org>



## REALTOR®/MLS MEMBERSHIP APPLICATION – DECEMBER 2017

Thank you for your interest in becoming a member of the Bay East Association of REALTORS®. Following is a brief summary of what you need to know to get you started.

***If you would like to bring your application to the Association to join, please call (925) 730-4060 to make a New Member appointment.***

### General Information

- This application may be used for the three (3) types of membership listed below.
- Fees and payment information associated with each type of membership are reflected on page 12 of this application.
- Call the Association to make an appointment (recommended) or your application may be mailed or faxed.
- Find out more about Bay East by visiting our website – [www.bayeast.org](http://www.bayeast.org)

### For REALTOR® Only Membership

- Broker signs as Designated REALTOR® on application.
- If you mail or fax your application, you will receive an email confirmation within 24 to 48 hours that your application has been processed. If you do not provide us with email information, confirmation will be mailed within 4 to 5 business days. If you do not receive confirmation, please call (925) 730-4060.
- You will be required to attend a New Member Orientation and an NAR Ethics Course.
- Orientation information will be included with your membership confirmation.

### For REALTOR® and MLS Membership

- Broker signs as Designated REALTORS® and MLS Participant on application and key agreement.
- If you mail or fax your application, you will receive an email confirmation within 24 to 48 hours that your application has been processed. If you do not provide us with email information, confirmation will be mailed within 4 to 5 business days. If you do not receive confirmation, please call (925) 730-4060.
- You will be required to attend a New Member/New MLS Orientation, an NAR Ethics Course and Computer Training Class.
- Orientation and computer training information will be included with your membership confirmation.
- If you mailed or faxed your application and wish to have a Supra Key delivered, it will be Federal Expressed to your office for an additional charge. Or, you may pick it up at the Association office.

### For MLS Only Membership

- Broker signs as Participant on key agreement.
- If you mailed or faxed your application, you will receive an email confirmation within 24 to 48 hours that your application has been processed. If you do not provide us with email information, confirmation will be mailed within 4 to 5 business days. If you do not receive confirmation, please call (925) 730-4060.
- You will be required to attend a New MLS Member Orientation and Computer Training Class.
- Orientation and computer training information will be included with your membership confirmation.
- If you mailed or faxed your application and wish to have a Supra Key delivered, it will be Federal Expressed to your office for an additional charge. Or, you may pick it up at the Association office.

Before you submit the application, you are encouraged to review all pages to ensure that you have completed all the information and obtained required signatures. This will assist us in expediting your membership.

**If you have any questions about the application process and services or would like to schedule a New Member appointment, please call our Membership Department at (925) 730-4060 or 1-(800) 773-3103.**

Once again, thank you. We are pleased to be of service.

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12. Home Address: \_\_\_\_\_  
(street)  
\_\_\_\_\_  
(city) (state) (zip)

13. Home Phone: \_\_\_\_\_

14. Agent Phone (number you want to appear in MLS as your Primary #): (\_\_\_\_) \_\_\_\_\_

15. Agent Phone (number you want to appear on [www.bayeast.org](http://www.bayeast.org)) (\_\_\_\_) \_\_\_\_\_

16. If you speak a foreign language and would like to include this information in your member profile on [www.bayeast.org](http://www.bayeast.org), please list the languages below:  
\_\_\_\_\_

**REQUIRED – PLEASE CHECK AT LEAST ONE**

<p><b>17a. Preferred Communication:</b> <input type="checkbox"/> Mail <input type="checkbox"/> E-Mail <input type="checkbox"/> Text <input type="checkbox"/> Social Media <input type="checkbox"/> Phone <b>17b. Prefer to Receive Mail:</b> <input type="checkbox"/> Home <input type="checkbox"/> Firm</p>
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18. By signing below, I expressly authorize the Board/Association, including the local, state and national, and their subsidiaries or representatives to fax, text or e-mail to me at the fax and cell number listed above and e-mail address below, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association. I further agree to participate in e-voting and e-billing. To facilitate this I understand that I will receive an email at the address below within 2 to 3 business days from receipt of this application. If I do not receive the email I will notify Bay East’s Membership department so my records may be updated.

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

19.  I do not wish for my email to appear on Paragon MLS.

20.  I do not wish to have my contact information appear on [www.bayeast.org](http://www.bayeast.org)

21. I \_\_\_\_\_ understand that the fees paid upon joining may have been a prorated amount dependent on the month in which I joined. The annual billing period for REALTOR® dues and MLS fees is July 1 through June 30.

22. Further, I \_\_\_\_\_ understand and agree that **I must attend a mandatory New Member Orientation, NAR Code of Ethics Class, and computer class and until these requirements are met I will receive a 60-day temporary MLS Login/Password.** I further agree that if I fail to attend these mandatory trainings within sixty (60) days of my application the 60-day temporary password will be revoked and membership may be suspended until I complete them. If I fail to attend the mandatory orientation, computer class or NAR Code of Ethics Class within sixty (60) days of my application, conducted by the BAY EAST ASSOCIATION OF REALTORS®, my membership may, at the discretion of the Board of Directors, be terminated. In such instances, dues shall be returned to the individual less a prorated amount to cover the number of days that the individual received association/MLS services and any application fee.

*I wish to take my mandatory classes at the  Pleasanton office  Alameda office*

23. **MLS Broker/Participants Only.** To be eligible for MLS membership, MLS Broker/Participants **must** offer and /or accept compensation in the capacity of a real estate broker. I certify that I actively endeavor during the operation of my real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

Yes, I certify  No, I cannot certify

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24. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violation of:
- Civil rights laws  Yes, I certify  No, I cannot certify
  - Real Estate licensing laws  Yes, I certify  No, I cannot certify
  - Other laws prohibiting unprofessional conduct  Yes, I certify  No, I cannot certify

If you could not certify any of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

25. Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past?  Yes  No If Yes, provide details: \_\_\_\_\_

26. Are there pending ethic complaints against you?  Yes  No If yes, provide details: \_\_\_\_\_

27. Do you have any unsatisfied discipline pending?  Yes  No If yes, provide details: \_\_\_\_\_

28. Are you a party to pending arbitration request?  Yes  No If yes, provide details: \_\_\_\_\_

29. Do you have any unpaid arbitration awards or unpaid financial obligations to another association of REALTORS® or MLS?  Yes  No If yes, provide details:

30. Have you ever been disciplined by the Bureau of Real Estate (BRE)?  
 Yes If yes, provide all relevant details and dates (or attach copies of discipline)  
 No

**ARBITRATION AGREEMENT:** (a) I hereby agree for myself and the firm for which I act to binding arbitration of disputes with any member of this Association, with any member of C.A.R. in accordance with its rules and regulations or any client covered by the Association rules. (b) Further, I agree to binding arbitration in accordance with Association/MLS Rules, with any other MLS Participant or Subscriber of this Association/MLS or with any other MLS Participant or Subscriber of an Association/MLS which shares a common database with this Association/MLS through a Regional or Reciprocal Agreement.

I \_\_\_\_\_ acknowledge that if accepted as a member and subsequently resign from Bay East Association or otherwise cause membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon submission to the pending ethics proceeding and will abide by the decision of the hearing panel. I further understand the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while a REALTOR® member.

**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, including but not limited to, discipline by the Association/MLS, I understand I will not be entitled to a refund of my dues or fees.

**AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER:** I authorize the Association/MLS or its representative to verify any information in this application including contacting any Board/Association/MLS, the BRE, current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member or MLS Participant or Subscriber to release all membership and disciplinary records to the \_\_\_\_\_

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Board/Association/MLS to which I am applying. I further authorize this Association/MLS to 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 the Association/MLS, C.A.R., N.A.R., 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 the Association/MLS requires orientation; I must attend such orientation prior to becoming a Member, MLS Participant or Subscriber.

By becoming and remaining a Member, I agree to abide by the Constitution, Bylaws, Code of Ethics and any other rule, as amended from time to time, of the National Association of REALTORS®, California Association of REALTORS® and the Association/MLS.

I understand and agree that by becoming and remaining a Participant or Subscriber to the MLS, I must abide by the MLS Rules, as amended from time to time, 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 listings unless specifically authorized under the rules.
- C. I agree not to download MLS data except as provided in the MLS rules.
- D. I agree not to allow anyone other than authorized Participants, their Subscribers and the clerical users as defined in the MLS rules 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 to any person nor make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer databases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
- F. 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 these clerical users 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 and ultimate termination of MLS services to me.
- G. The security of many homeowners in the area depends on the security of the lockbox system. I will not lend or make available my Lockbox Key to any person, even an authorized MLS user. I further understand that the Association can incur costs in securing the system if I fail to take adequate measures to protect my key, and Lockbox(s) and that I agree to be responsible for incurred costs.
- H. 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 service. In addition to that, my actions may cause damage to the Association, which owns the MLS, and the Association may pursue legal remedies against me to recover such damages.

**WAIVER OF ARBITRATOR DISCLOSURE REQUIREMENTS:** By signing below, I expressly agree that all arbitrations pursuant to the California Code of Ethics Arbitration Manual ("Manual") shall be governed by the Manual, and I specifically agree to waive the arbitrator disclosure requirements of the provisions of the California Ethics Standards for Neutral Arbitrators in Contractual Arbitration in California and California Code of Civil Procedure Section 1281.9(a)(2),(3),(4) and (b) 1281.85, which require disclosure by REALTOR® arbitrator of information about prior arbitrations that is confidential under the rules of California Association of REALTORS® and National Association of REALTORS®.

**INDEMINIFICATION:** Member shall protect, defend, indemnify and hold harmless Bay East and its officers, directors, employees, agent or representative for any and all liability, damages, loss or expense, including reasonable fees of attorneys and other professionals, arising from any claim, demand, action or proceeding initiated by any third party against any of them that the Listing Content violates the proprietary or contract right of any third party.

\_\_\_\_\_  
**Print Name of Applicant**

\_\_\_\_\_  
**Signature of Applicant**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name of Designated REALTOR® (Office Broker)**

\_\_\_\_\_  
**Signature of Designated REALTOR®**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name of MLS Participant (Office Broker)**

\_\_\_\_\_  
**Signature of MLS Participant**

**Date:** \_\_\_\_\_

## RULES AND REGULATIONS RELATING TO USE OF THE SERVICE

### Supra XpressKEY and eKEY Software Sub-Lease/License Agreement

KEYHOLDER AND ORGANIZATION agree as follows:

This Sub-Lease/License Agreement (“Agreement”) is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

#### **1. LEASE AND LICENSE**

a. **XpressKEY.** If selected, Organization leases to Keyholder, and Keyholder leases from Organization, the XpressKEY (the “XpressKEY”) (which may be new or refurbished). The equipment and software incorporated in the XpressKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data.

b. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the “eKEY”). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices (“Devices”) approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

c. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units (“iBoxes”).

d. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the “Network”), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. (“Supra”), which is necessary for the use and operation of the XpressKEY or eKEY (collectively, “Key”) for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

#### **2. SERVICE**

a. The Software, the equipment incorporated in the XpressKEYs and iBoxes (if applicable), (collectively, “Equipment”); Network; and KIM Database are collectively, “Service.”

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder’s use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment (“Replacement”), which shall be completely compatible with and shall

function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

**3. TERM** This Agreement shall commence on the date set forth in the signature block and have a term (“Term”) until **September 8, 2023**, unless terminated earlier or extended pursuant to the provisions of this Agreement.

**4. PAYMENTS**

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE “SYSTEM FEE”). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. **EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER’S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.**

**5. TITLE AND USE** The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

**6. RISK OF LOSS; RETURN OF EQUIPMENT**

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: **XpressKEY - \$249.00; XpressKEY screen - \$40.00**. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder’s expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Equipment or components leased and licensed pursuant to this Agreement. All Equipment or components leased and licensed herein shall be returned in good condition, repair and working order, ordinary wear and tear excepted.



## **7. REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

## **8. DEFAULT**

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

## **9. RIGHTS AND REMEDIES**

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

**10. ARBITRATION; LITIGATION** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

**11. NOTICES** All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

## **12. TERMINATION**

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

**13. WARRANTY** The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

**14. GENERAL PROVISIONS**

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.

h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

**IN WITNESS WHEREOF, ORGANIZATION AND KEYHOLDER HAVE CAUSED THIS LEASE TO BE DULY EXECUTED AS OF THE DATE SET FORTH IN THE PREAMBLE TO THIS LEASE.**

**I certify that the information given in this application is true and correct, and agree to abide by all the rules and conditions set forth.**

**I understand and acknowledge that my Supra Key is leased from Bay East, and I am required to return any leased equipment to Bay East upon the discontinuance of my MLS Service. I further understand that; if I possess any leased Bay East iBoxes, they must also be returned upon the discontinuance of my MLS Service. Failure to return any leased equipment within ten (10) days of my MLS termination may result in the loss of any deposits and could result in legal action against me.**

\_\_\_\_\_  
Keyholder's (Applicant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keyholder's Printed Name

\_\_\_\_\_  
Participant's Signature (Broker)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Printed Name

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**IF YOU ARE CO-OPERATING YOUR KEY FROM ANOTHER MLS, PLEASE INDICATE YOUR KEY SERIAL NUMBER, YOUR 4-DIGIT PIN NUMBER, AND THE MLS YOUR KEY WAS ISSUED FROM.**

**Key Serial #:** \_\_\_\_\_ **4-Digit Pin #:** \_\_\_\_\_

**Issuing MLS:** \_\_\_\_\_

## Bay East Association of REALTORS®

### Installment A

MONTHLY PRORATED FEES December 2017		REALTOR®	REALTOR® MLS	REALTOR® MLS w/Key	MLS	MLS w/Key
Membership Initiation Fee	One time	100.00	200.00	200.00	100.00	100.00
CAR Processing	One time	30.00	30.00	30.00		
SUPRA Key Issuance	One time			50.00		50.00
eKEY	7 mos.			175.00		175.00
State Dues (2017 - 2018)	13 mos.	299.33	299.33	299.33		
National Dues (2017 - 2018)	13 mos.	200.00	200.00	200.00		
Local Dues (through June 2018)	7 mos.	160.42	160.42	160.42		
MLS Participant/Subscriber (through June 2018)	7 mos.		303.33	303.33	303.33	303.33
<b>TOTAL DUE NOW</b>		<b>789.75</b>	<b>1193.08</b>	<b>1418.08</b>	<b>403.33</b>	<b>628.33</b>
<b>Key Options</b>						
Supra Key Issuance				50.00		50.00
XpressKEY Usage				195.00		195.00
XpressKEY Deposit				250.00		250.00
<b>Optional Items (Add to above Total)</b>						
Education Advantage		39	39	39		
Foundation Contribution		30	30	30		

**SEE NEXT PAGE FOR CREDIT CARD PAYMENT**

## INSTALLMENT PLAN B

INSTALLMENT DUE DATES	REALTOR®	REALTOR® MLS	REALTOR® MLS w/eKEY	MLS	MLS w/eKEY
<b>At sign up (Installment #1)</b>	789.75	973.08	1198.08	233.33	458.33
<b>03/16/2017 (Installment #3)</b>		240.00	240.00	190.00	190.00
<b>TOTAL</b>	<b>789.75</b>	<b>1213.08</b>	<b>1438.08</b>	<b>423.33</b>	<b>648.33</b>

For fee breakout, please see Payment in Full chart on page 13

**- A \$10.00 processing fee has been included in each installment above**

**\*The 2017 C.A.R. dues include an amount for REALTOR® Action Assessment. Indicate how you would like your REALTOR® Action Assessment to be used. If no option is chosen, the assessment will be deposited into CREPAC and/or CREIEC funds.**

\_\_ Please use my REALTOR® Action Assessment funds to support candidates for elected offices and campaigns. By choosing this option, the REALTOR® Action Assessment will be deposited into CREPAC and / or CREIEC and for other political purposes. See enclosed for more information.

\_\_ Please use my REALTOR® Action Assessment funds for political education and member mobilization only.

**\*\* CAR allocation includes \$100 to support ballot measures**

**\*\*\*Make a difference by helping promote REALTOR® interests through the political process and designate an additional \$50 or more to the REALTOR® Action \$50 is the suggested additional voluntary contribution but you may give more, less or none at all. See additional information on the political contribution structure and allocation on page 15.**

***\*PLEASE CHECK THE BOX THAT INDICATES THE TYPE OF KEY YOU WOULD LIKE ISSUED\****

Xpress Key       eKEY Basic (FOB purchased separately)

**To pay by Credit Card please call Amber at (925) 730-4065**

OR

***Mail Application to Bay East Association of REALTORS®***

***7021 Koll Center Parkway, Pleasanton CA 94566***

***OR Fax (925) 730-0237***

***OR EMAIL: [amberc@bayeast.org](mailto:amberc@bayeast.org)***

## LEGAL NOTICES AND DISCLOSURES REGARDING DUES BILLING STATEMENT

### **REALTOR® ACTION ASSESSMENT & FUND: Explanation and Legal Notice**

California Association of REALTORS® (C.A.R.) Political Action Committees: C.A.R. sponsors four Political Action Committees (PACs). CREPAC is used to support state and local candidates to further the goals of the real estate industry. CREIEC is an independent expenditure committee that independently advocates for or against candidates in accordance with the interests of the real estate industry. CREPAC/Federal supports candidates for the U.S. Senate and House of Representatives. IMPAC supports local and state ballot measures and other advocacy oriented issues that impact real property in California. IMPAC is funded by your dues dollars. C.A.R. also supports the Advocacy Local Fund (ALF), a non-PAC fund.

REALTOR® Action Assessment (RAA): This mandatory \$49 state political assessment may be satisfied in one of two ways: either (1) a voluntary contribution to CREPAC and/or CREIEC and/or other related political purposes or (2) a designation of the funds for political purposes in the C.A.R. general fund. You may include the entire amount on one check and if you do so, \$49 will go into CREPAC and/or CREIEC, or other related political purposes. If you have an assessment that is over \$98 due to your DR nonmember count, then any amount over \$98 contributed to the state PACs (i.e. CREPAC and CREIEC) will go into CREIEC. If you choose not to contribute to a PAC, you must do so in writing and the entire assessment of \$49 will be placed in the C.A.R. general fund and used for other political purposes. PAC contributions from the REALTOR® Action Assessment will be allocated among CREPAC and CREIEC and possibly IMPAC and ALF. The allocation formula is subject to change. Payment of the assessment is a requirement of maintaining membership.

REALTOR® Action Fund (RAF): REALTORS®, and REALTOR-ASSOCIATES® may also participate in RAF by including an additional voluntary contribution on the same check as your dues and assessment payment. Forty-nine dollars (\$49) is the suggested additional voluntary contribution but you may give more, or less, or nothing at all. No member will be favored or disfavored by reason of the amount of his/her contribution or his/her decision not to contribute. Contributions to the REALTOR® Action Fund will be allocated among C.A.R.'s political action committees (CREPAC, CREIEC, and CREPAC/Federal) according to a formula approved by C.A.R. depending on whether it is a personal or corporate contribution. The allocation formula is subject to change including re-designating a portion to IMPAC and ALF. Failure to contribute to RAF will not affect an individual's membership status in C.A.R.

CORPORATE CONTRIBUTIONS to C.A.R.'s PACs are permissible and may be used for contributions to state or local candidates or for independent expenditures to support or oppose federal, state, or local candidates. However, current C.A.R. practice is to deposit all corporate contributions into CREPAC, CREIEC or IMPAC. A corporate contribution includes any contribution drawn from a corporate account.

PERSONAL CONTRIBUTIONS to C.A.R.'s PACs may be used for both state and federal elections and therefore may be deposited into CREPAC/Federal in addition to all other C.A.R. political action committees. Up to \$200 of a REALTOR® Action Fund contribution will be divided between CREPAC/Federal and CREPAC in an allocation to be determined by C.A.R. Any amount above \$200, up to applicable legal limits, will be allocated to CREPAC/Federal.

If you are a California major donor and need specific information regarding your contributions, please contact the C.A.R. Controller's office at (213) 739-8252. Contributions in excess of the contribution limits will be reallocated to another PAC connected with C.A.R. Under the Federal Election Campaign Act, an individual may contribute up to \$5,000 in a calendar year to CREPAC/Federal.

Political contributions are not deductible as charitable contributions for federal and state income tax purposes.

### **NOTICE REGARDING DEDUCTIBILITY OF DUES, ASSESSMENTS AND CONTRIBUTIONS**

2018 ESTIMATED PORTION OF YOUR DUES USED FOR LOBBYING THAT ARE NON-DEDUCTIBLE:

NAR 43% \$52.00

C.A.R. 63% \$178.92

Total Non-Deductible (Lobbying) Dues Portion: **\$230.92**

Dues payments and assessments for your local association, C.A.R. and NAR, and contributions to RAF are not tax deductible as charitable contributions or ordinary and necessary business expenses. However, the dues portion of your bill, excluding the portion of dues used for lobbying activities, may be deductible as ordinary and necessary business expenses. Contributions to RAF are generally not tax deductible. Contributions to C.A.R. Housing Affordability Fund are charitable and tax-deductible to the extent allowed under both federal and state law. Please consult your tax professional.

### **C.A.R. HOUSING AFFORDABILITY FUND:**

REALTORS® and REALTOR-ASSOCIATES® may make a voluntary, tax-deductible, charitable contribution to the C.A.R. Housing Affordability Fund (HAF) on the same check as the dues payment. HAF is a charitable nonprofit organization whose purpose is to address the statewide housing crisis. It receives contributions from REALTORS® and other individuals as well as businesses and other organizations, and distributes funds through local associations of REALTORS® toward programs that increase homeownership and the supply of housing across the state.

HAF is exempt under Section 501(c)(3) of the IRS Code. Contributions to HAF from both individuals and businesses are charitable and tax-deductible to the extent allowed under both federal and state law.

Individual contributions are designated by 'Keys to California' Pins: Ambassador (\$25), Bronze (\$100), Silver (\$500) with an option to renew annually for \$250, Gold (\$1,000) with an option to renew annually for \$350, and Founder's Circle (\$1,500) with an option to renew annually for \$500. For information about HAF, including major non-cash gifts or corporate sponsorships, visit [www.carhaf.org](http://www.carhaf.org) or contact the HAF at 213-739-8200 or by mail at 525 S. Virgil Ave., Los Angeles, CA 90020.

YOUR SUBSCRIPTION TO CALIFORNIA REAL ESTATE MAGAZINE IS PAID FOR WITH YOUR DUES AT A RATE OF \$6.00 AND IS NON-DEDUCTIBLE THEREFROM.