



Bay Area Real Estate Information Services, Inc.  
 153 Stony Circle, Suite 200 Santa Rosa, Ca 95401  
 Po Box 3367 Santa Rosa, Ca 95402  
 (707) 575-8000 Fax (707) 577-0140

**Fax or Email:** [membership@norcalmls.com](mailto:membership@norcalmls.com)

**Fax #:** (707) 577-0140

**From:** \_\_\_\_\_

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

- ♦ BAREIS MLS® covers the five counties of Sonoma, Marin, Napa, Solano & Mendocino. BAREIS MLS® members also have access to MetroList, San Francisco Association, MLS Listings, East Bay, Sutter/Yuba, & Nevada County through our data share agreement.
- ♦ BAREIS MLS® has service centers in all 5 of its main counties. At each service center you can join BAREIS MLS®, pay your quarterly fees and obtain a lockbox key.
- ♦ On [www.bareis.com](http://www.bareis.com) you can find all of our forms and information including BAREIS MLS® Rules & Regulations, Bylaws, weekly tour information, statistical information, training schedules, lists of service centers; their contact information and hours, etc.
- ♦ GO GREEN with e-statements! All statements are now 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.

*Please allow 2 business days for processing, provided the application is complete and payment received.*

**Class D Broker Application Checklist:** (\*Required Forms)

- \*Multiple Listing Service Participant Application
  - *Make sure your password is legible, using 6-12 characters. Please remember this password as it will not be included in your welcome email.*
- \*Application for Class D Membership
- \*Indemnity Agreement
- Exclusion of Sponsored Licensee & Certificate of Non-Use
- \*Broker Agreement IDX/Reciprocal/Cooperative Advertising
- \*Designate Listings to Public Media Sites
- \*Copy of your Bureau of Real Estate (BRE) License
- \*Payment in the form of Cash, Check made payable to BAREIS MLS®, or BAREIS MLS® Credit Card Authorization Form

Jan 3 <sup>rd</sup> – Jan 27 <sup>th</sup>	Jan 30 <sup>th</sup> – Feb 24 <sup>th</sup>	Feb 27 <sup>th</sup> – March 29 <sup>th</sup>	March 30 <sup>th</sup> – April 28 <sup>th</sup>	May 1 <sup>st</sup> – May 26 <sup>th</sup>
Application Fee \$300.00	Application Fee: \$300.00 Feb & Mar \$76.00	Application Fee: \$300.00 March \$38.00	Application Fee: \$300.00	Application Fee: \$300.00 May & June \$76.00
1 <sup>st</sup> Qtr. \$114.00	1 <sup>st</sup> Qtr. \$114.00	2 <sup>nd</sup> Qtr. \$114.00	2 <sup>nd</sup> Qtr. \$114.00	3 <sup>rd</sup> Qtr. \$114.00
Total Due \$414.00	Total Due \$490.00	Total Due \$452.00	Total Due \$414.00	Total Due \$490.00

Bay Area Real Estate Information Services, Inc. (BAREIS MLS®)

Broker / Participant Application

Please fax or email to (707) 577-0140 membership@norcalmls.com

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

Broker / Participant: \_\_\_\_\_ BRE Lic #: \_\_\_\_\_ Exp: \_\_\_\_\_
Print your name as it appears on your BRE License.

Office Name: \_\_\_\_\_

Office Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Office Physical Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Residence Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Office Phone: (\_\_\_\_) \_\_\_\_\_

Office Fax: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Desired Password: \_\_\_\_\_
Mandatory for all members 6-12 Characters

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

[ ] E-mail Address: \_\_\_\_\_ [ ] Paper Statement
If different from above

I hereby apply for Participation in the BAREIS MLS® and certify that the above is correct. I further certify that I am duly licensed as a real estate broker in good standing with the California Bureau of Real Estate. I further acknowledge and understand that as a Participant:

- 1) I have read BAREIS MLS® Bylaws and BAREIS MLS® Rules and Regulations posted on www.BAREIS.com and agree to abide by them. I will observe the Bylaws and Rules as amended from time-to-time as long as I remain a Participant. Initial \_\_\_\_\_
2) I shall require my licensees using BAREIS MLS® service to comply with the Bylaws and Rules and shall be liable to BAREIS MLS® for their failure to do so. Initial \_\_\_\_\_
3) I agree to pay fees as may be determined for the use (and fines for the misuse) of the MLS including, but not limited to, reinstatement fees and/or late fees incurred on delinquent accounts. Initial \_\_\_\_\_
4) I am responsible for notifying BAREIS MLS® in writing of all licensed agents affiliated under my license or leaving under my license. Initial \_\_\_\_\_
5) I understand that the MLS enrollment fee is non-refundable. Initial \_\_\_\_\_
6) I will sign up for BAREIS MLS® Online Orientation class within 60 days of joining. Initial \_\_\_\_\_

Broker / Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

For Staff Use Only
Agent ID: \_\_\_\_\_ Invoice # \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_
Office ID: \_\_\_\_\_ Check # \_\_\_\_\_ [ ] Cash [ ] Visa [ ] MasterCard

Bay Area Real Estate Information Services, Inc. (BAREIS MLS®)  
**Broker Application and Agreement for Class D Membership**

*Outside Counties*

**All Bold Fields Are Required.**

**Applicant Name:** \_\_\_\_\_  
*Please Print*

**BRE Broker License #:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**BRE Corporate License #:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*If there is a Corporate BRE 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

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

The Applicant is (i) duly licensed as a real estate broker in good standing with the California Bureau of Real Estate, (ii) engaged in the conduct of the real estate brokerage business for its or his or her own account in a California county other than Marin, Napa, Sonoma, Solano or Mendocino County.

If the Applicant is an entity, it shall appoint a single senior officer, director, principal, partner or material shareholder who personally conducts business in California, to represent it in connection with the activities as a Class D Member of BAREIS MLS®.

The Applicant's initial Class D Member Representative shall be: *(complete if known)*

Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

We / I hereby certify that the above information is true and correct. We / I further agree to abide by the Bylaws, Rules and Regulations and administrative policies of BAREIS MLS® and such amendments as may be made hereafter.

**Please sign only one of the following:**

For Entities: \_\_\_\_\_ Appointee: \_\_\_\_\_ Date: \_\_\_\_\_  
*(DBA) (I am authorized in behalf of the corporation)*

Individual Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



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## Broker Indemnity Agreement

The undersigned requests the right to participate in and receive services from the Multiple Listing Service (the "MLS") offered by Bay Area Real Estate Information Services, Inc. ("BAREIS") and in consideration of such participation and the provision of such MLS services, the undersigned hereby represents and warrants to BAREIS that (i) the undersigned has received and read BAREIS' Bylaws and BAREIS' MLS Rules and Regulations, and (ii) all listing information hereafter submitted by or through the undersigned to BAREIS shall be full, true and complete and shall comply in all respects with the laws of the State of California, the Rules and Regulations of the California Real Estate Commissioner and BAREIS' Bylaws and BAREIS' MLS Rules and Regulations, as the same may be amended from time-to-time. As further consideration for its participation in the MLS, the undersigned covenants and agrees to abide by BAREIS' Bylaws and BAREIS' MLS Rules and Regulations, as the same may be amended from time-to-time, in all respects. The undersigned (the "Indemnifying Party") 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 and "Indemnified Party"), harmless from and against and in respect of any and all damages, losses, deficiencies, liabilities, fines, judgments, assessments, costs and other expenses, including reasonable legal fees and expenses and costs and expenses incurred by BAREIS in administering and mediation or arbitration involving the Indemnifying Party, 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 incident to or in any way connected to (A) the use or publication by BAREIS (including electronic publication) of any listing information, or any part thereof, submitted by or through the Indemnifying Party, or (B) and one or more breaches by the Indemnifying Party of any representation and warranty made thereby to BAREIS, or (C) any one or more failures by the Indemnifying Party to abide by BAREIS' Bylaws and BAREIS' MLS Rules and Regulations, as the same may be amended from time-to-time, in all respects, including any failure to provide full, true, complete and accurate listing information for inclusion in the MLS Database or BAREIS' publication of such listing information. If any action is brought to enforce the terms of this indemnity clause, the prevailing party shall be entitled to recover its reasonable attorney's fees. Each Indemnifying Party waives all rights to assert claims against any of the Indemnified Parties for losses and damages arising out of or in connection with the Rules and Regulations in the nature of incidental or consequential damages, whether direct or indirect, exemplary or punitive, lost profits, diminution in value or damage to reputation or goodwill.

Office Name: \_\_\_\_\_

Broker Participant Name: \_\_\_\_\_ (Designated Broker)

Broker Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Authorized Signatures for MLS Documents

(Must be a member of BAREIS)

I hereby authorize the following persons to sign MLS forms for submission to BAREIS' MLS on my behalf:

_____	_____	_____
Authorized Name	Authorized Signature	Agent ID

_____	_____	_____
Authorized Name	Authorized Signature	Agent ID

\_\_\_\_\_  
**Broker Participant Signature**

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



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**Exclusion of Sponsored Licensee & Certificate of Non-Use**

A Participant in 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 MLS. Use of the MLS includes, but is not limited to, submission of listings, access to the MLS on-line database, or any other actions deemed associated with BAREIS MLS®.

I hereby request an exemption for the following licensee who meets the above criteria.

**Name:** \_\_\_\_\_ **BRE #:** \_\_\_\_\_

**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 MLS service in any way and understand that I must notify my Broker Participant if I have the need to utilize the MLS in the future.

**Licensee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Broker Participant Name:** \_\_\_\_\_ **Broker ID:** \_\_\_\_\_

**Broker Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



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**IDX / Reciprocal / Cooperative Advertising  
Broker Agreement**

Please Fax or email to (707) 577-0140 [membership@norcalmls.com](mailto:membership@norcalmls.com)

I have read the BAREIS MLS® Rules and Regulations\* regarding the cooperative / reciprocal agreements to permit or not permit other Brokers to advertise my listings or the listings of my office on the internet.

Further, I understand I have the right to accept or reject participation in this program. I understand I may not participate in this program until I have completed this agreement.

\*BAREIS MLS® Rules and Regulations can be viewed at [www.bareis.com](http://www.bareis.com)

Broker Participant Name: \_\_\_\_\_ Broker ID: \_\_\_\_\_

Office Name: \_\_\_\_\_

Broker Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Select One of the Two Choices Below:**

**To Opt-In:** I agree to participate in the cooperative / reciprocal advertising program and authorize all BAREIS MLS® subscribers associated with my office to participate. I understand all of my 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. I am granting blanket permission to other Brokers participating in the program to advertise the listings of my office within the BAREIS MLS® Rules and Regulations.

Broker Participant Name: \_\_\_\_\_ Broker ID: \_\_\_\_\_

Office Name: \_\_\_\_\_

Broker Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**-- OR --**

**To 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 BAREIS MLS® Rules and Regulations.

Broker Participant Name: \_\_\_\_\_ Broker ID: \_\_\_\_\_

Office Name: \_\_\_\_\_

Broker Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## Broker Choice on Designating listings to Public Media Websites

**Office Listing Syndication Tool** – BAREIS MLS® offers the primary Broker a choice about which public media websites will receive your listings from BAREIS. 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 BAREIS sends to these sites.

*Your selections in the 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 opt out of being sent altogether from BAREIS.



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