



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

**Agent/Subscriber Class D Member Coversheet Email: [membership@norcalmls.com](mailto:membership@norcalmls.com)**

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

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

- 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 and Sutter/Yuba 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.
- All statements are now e-mailed to the address provided on your application. You may choose to have paper statements mailed for an additional \$5.00 processing fee each quarter.

**Class D Agent Application Checklist: (\*Required)**

- \*Confirm that your Broker is an active member of BAREIS MLS® and has signed your application.
- \*Multiple Listing Service Subscriber Class D Application
- \*Copy of your Department of Real Estate (DRE) License
- \*A copy of your picture ID (Driver License, Passport, etc.)
- \*Payment in the form of Cash, Check made payable to BAREIS MLS®, or BAREIS MLS® Credit Card Authorization Form.

Dec. 30th - Jan. 28th	Jan. 29th - Feb. 26th	March 1st - March 29th	March 30th - April 28th
Application Fee \$50.00 1st Qrt. 2021 \$114.00 <b>Total Due \$164.00</b>	Application Fee \$50.00 Feb. & Mar. 2021 \$76.00 2nd Qrt. 2021 \$114.00 <b>Total Due \$240.00</b>	Application Fee \$50.00 March 2021 \$38.00 2nd Qrt. 2021 \$114.00 <b>Total Due \$202.00</b>	Application Fee \$50.00 2nd Qrt. 2021 \$114.00 <b>Total Due \$164.00</b>
April 29th - May 28th	June 1st - June 28th	June 29th - July 29th	July 30th - August 30th
Application Fee \$50.00 May & June 2021 \$76.00 3rd Qrt. 2021 \$114.00 <b>Total Due \$240.00</b>	Application Fee \$50.00 June 2021 \$38.00 3rd Qrt. 2021 \$114.00 <b>Total Due \$202.00</b>	Application Fee \$50.00 3rd Qrt. 2021 \$114.00 <b>Total Due \$164.00</b>	Application Fee \$50.00 Aug. & Sept. 2021 \$76.00 4th Qrt. 2021 \$114.00 <b>Total Due \$240.00</b>
August 31 - Sept. 28th	Sept. 29th - Oct. 29th	Nov. 1st - Nov. 29th	Nov. 30th - Dec. 28th
Application Fee \$50.00 September 2021 \$38.00 4th Qrt. 2021 \$114.00 <b>Total Due \$202.00</b>	Application Fee \$50.00 4th Qrt. 2021 \$114.00 <b>Total Due \$164.00</b>	Application Fee \$50.00 Nov. & Dec. 2021 \$76.00 1st Qrt. 2022 \$114.00 <b>Total Due \$240.00</b>	Application Fee \$50.00 December 2021 \$38.00 1st Qrt. 2022 \$114.00 <b>Total Due \$202.00</b>

# Bay Area Real Estate Information Services, Inc. (BAREIS MLS®) Agent / Subscriber Application for Class D Membership

*Please email to [membership@norcalmls.com](mailto:membership@norcalmls.com)*

**All fields must be completed for the application to be processed.**

Agent Name: \_\_\_\_\_ DRE Lic. #: \_\_\_\_\_ Exp: \_\_\_\_\_  
*Print as it appears on your DRE License.*

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

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

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

*Please check the ONE phone number that you want as your published contact number on the roster and listings.*

Home Phone: (\_\_\_\_) \_\_\_\_\_  Office Phone: *(Will reflect the Office number on file)*

Cell Phone: (\_\_\_\_) \_\_\_\_\_  Home Office Phone: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_  
*Mandatory for all members*

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

Billing E-mail Address: \_\_\_\_\_  Paper Statement

## APPLICANT'S REPRESENTATIONS AND AGREEMENT

I hereby apply for membership in Bay Area Real Estate Information Services, Inc. ("BAREIS") as a Class D Member (a "Subscriber") and certify that the above is correct. I further certify that I am (i) licensed as a real estate sales agent or broker in good standing with the California Department of Real Estate, and (ii) employed and supervised by a Class D Member of BAREIS who is a California-licensed real estate broker. I have read the BAREIS Bylaws (the "Bylaws") and the BAREIS Rules posted on [www.bareis.com](http://www.bareis.com) (as amended from time to time, the "Rules"), including Rules 18 and 19 relating to my indemnity obligations owing to BAREIS Affiliates and BAREIS' disclaimer of warranties. In consideration of BAREIS' accepting this Agent/Subscriber Application and Agreement, and intending to be legally bound hereby, I agree as follows:

- |  |               |
|--|---------------|
| 1) I shall abide by the Bylaws and Rules as long as I remain a Class D Member or Subscriber to the BAREIS MLS®.  | Initial _____ |
| 2) I shall pay 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.   | Initial _____ |
| 3) I understand that the BAREIS MLS® enrollment fee is non-refundable.   | Initial _____ |
| 4) I shall sign up for and take a BAREIS MLS® Online Orientation class within 60 days of joining.  | Initial _____ |
| 5) I hereby irrevocably and unconditionally assign to BAREIS any copyright that I have in the selection, coordination, or arrangement of any and all listings that are submitted to BAREIS MLS® by me, and I shall cause any other person or entity that has prepared or submitted a listing on my behalf or as my agent to do likewise. | Initial _____ |



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- 6) I hereby consent to electronic transmission by BAREIS to me at the above email address (as revised by me from time to time) as provided in section 20 of the California Corporations Code. I understand that, upon request, BAREIS will provide me with the applicable record, provided or made available on paper or in nonelectronic form. This consent applies to all communications from BAREIS to me, and I understand that I may withdraw this consent by giving written notice to BAREIS. Initial \_\_\_\_\_
- 7) I shall fully indemnify all BAREIS Affiliates as provided in Rule 18 of the Rules, a copy of which is attached hereto. Initial \_\_\_\_\_
- 8) I understand 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 \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

The above licensed agent or broker is affiliated with my office. This authorizes his/her access to the BAREIS MLS®. Further, I understand that I am responsible for the applicant's use or misuse of the BAREIS MLS® in accordance with the Bylaws and the Rules.

Licensee will also function as Administrative Assistant for:  Branch Office Only  Company-Wide

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

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

In County	<b><u>For Staff Use Only</u></b>	<input type="checkbox"/> ID Verified
Agent ID: _____	Invoice #: _____	Amount Paid: \$ _____
Office ID: _____	Check #: _____	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card

Bay Area Real Estate Information Services, Inc.

**Rule 18 INDEMNIFICATION**

Please email to [membership@norcalmls.com](mailto:membership@norcalmls.com)

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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Revised 01/05/2021

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**Credit Card Authorization Form**

Please email to [membership@norcalmls.com](mailto:membership@norcalmls.com)

**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.



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