

BAREIS MLS®
Agent / Subscriber Application for Class D Membership

Agent/Subscriber Class D Member Coversheet Email: 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® 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 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 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 and their contact information, hours, etc.
- ♦ All statements are 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.

January		February		March		April	
Application Fee	\$50.00	Application Fee	\$50.00	Application Fee	\$50.00	Application Fee	\$50.00
1st Qtr. 2023	\$114.00	Feb. & Mar. 2023	\$76.00	March 2023	\$38.00	2nd Qtr. 2023	\$114.00
Total Due	\$164.00	Total Due	\$240.00	Total Due	\$202.00	Total Due	\$164.00
May		June		July		August	
Application Fee	\$50.00	Application Fee	\$50.00	Application Fee	\$50.00	Application Fee	\$50.00
May & June 2023	\$76.00	June 2023	\$38.00	3rd Qtr. 2023	\$114.00	Aug. & Sept. 2023	\$76.00
3rd Qtr. 2023	\$114.00	3rd Qtr. 2023	\$114.00	4th Qtr. 2023	\$114.00	4th Qtr. 2023	\$114.00
Total Due	\$240.00	Total Due	\$202.00	Total Due	\$164.00	Total Due	\$240.00
September		October		November		December	
Application Fee	\$50.00	Application Fee	\$50.00	Application Fee	\$50.00	Application Fee	\$50.00
September 2023	\$38.00	Nov. & Dec. 2023	\$76.00	1st Qtr. 2024	\$114.00	December 2023	\$38.00
4th Qtr. 2023	\$114.00	4th Qtr. 2023	\$114.00	1st Qtr. 2024	\$114.00	1st Qtr. 2024	\$114.00
Total Due	\$202.00	Total Due	\$164.00	Total Due	\$240.00	Total Due	\$202.00

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



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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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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.