

BAREIS MLS®
Appraiser / Participant Application for Class D Membership

Appraiser/Participant 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 Appraiser Application Checklist: (*Required)

- *Multiple Listing Service Participant Application – Class D (Appraiser)
- *Copy of your Bureau of BREA/SBE 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.

Please use the chart below for the amount needed by date you submit your application.

January		February		March		April	
Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00	Application Fee	\$300.00
1st Qtr. 2023	\$114.00	Feb. & Mar. 2023	\$76.00	March 2023	\$38.00	2nd Qtr. 2023	\$114.00
Total Due	\$414.00	Total Due	\$490.00	Total Due	\$452.00	Total Due	\$414.00
May		June		July		August	
Application Fee	\$300.00	Application Fee	\$300.00			Application Fee	\$300.00
May & June 2023	\$76.00	June 2023	\$38.00	Application Fee	\$300.00	Aug. & Sept. 2023	\$76.00
3rd Qtr. 2023	\$114.00	3rd Qtr. 2023	\$114.00	3rd Qtr. 2023	\$114.00	4th Qtr. 2023	\$114.00
Total Due	\$490.00	Total Due	\$452.00	Total Due	\$414.00	Total Due	\$490.00
September		October		November		December	
Application Fee	\$300.00			Application Fee	\$300.00	Application Fee	\$300.00
September 2023	\$38.00	Application Fee	\$300.00	Nov. & Dec. 2023	\$76.00	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	\$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.

Appraiser/ Participant: _____
Print your name as it appears on your BREASBE 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: _____
Mandatory for all members

BREASBE Appraiser License #: _____ Exp. Date: ____ / ____ / ____

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 PARTICIPANT MEMBERSHIP AGREEMENT

Applicant Name: _____

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 appraiser and is engaged in the conduct of the real estate appraisal 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 Participant of BAREIS. The Applicant further certifies that it is licensed as a real estate appraiser and is in good standing with the California Bureau of Real Estate Appraisal. 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 Participant in the BAREIS MLS®. Initial _____
- 2) The Applicant shall require all appraiser 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 appraiser 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 consents to electronic transmission by BAREIS to the Applicant at the above email address (as revised by the Applicant from time to time) as provided in section 20 of the California Corporations Code. The Applicant understands that, upon request, BAREIS will provide the Applicant with the applicable record, provided or made available on paper or in nonelectronic form. This consent applies to all communications from BAREIS to the Applicant, and the Applicant understands that it may withdraw this consent by giving written notice to BAREIS. 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 Appraiser/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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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.