Ruidoso/Lincoln County
ASSOCIATION OF REALTORS®

MLS ONLY MEMBER APPLICATION

MLS Only Participation does not convey Primary or Secondary membership in the Ruidoso/Lincoln County Association of REATLORS® (RLCAR) nor does it grant the participant the benefits, certain services or protection of REALTOR® membership.

As an MLS Only Participant, you may be eligible for the following services ONLY:

- ✓ Access to the Flex MLS System
- ✓ Access to use the Supra Lockbox/eKey System

You will NOT receive:

- × Protection, benefits, or certain services provided to members of RLCAR.
- × Access to RLCAR provided free/reduced rate education.
- × Access to real estate contracts provided to members of the New Mexico Association of REALTORS®
- × No eligibility to vote or hold office in either the RLCAR Board of Directors or RLCAR MLS Committee.

Requirements of MLS Only Participation: Please initial and return with packet.

_____ Must hold a current, valid New Mexico Real Estate License or be licensed in New Mexico to engage in the appraisal of real property.
_____ Must be a primary member of a Board or Association of REALTORS® in the state of New Mexico or contiguous state.
_____ Must hold primary MLS membership in a Board or Association of REALTORS® in the state of New Mexico or a contiguous state.
_____ Designated REALTOR® (Qualifying Broker) must be an active RLCAR MLS Participant for additional brokers to participate.

Additional documentation required to accompany your MLS Only Participant application:

- ☐ A letter of good standing from your primary REALTOR® Association and their MLS.
- ☐ A copy of your New Mexico Real Estate or Appraiser license. Must be licensed in New Mexico to receive services.
- ☐ MLS-Only Application, Orientation Acknowledgement, Governing Documents Attestation, and the MLS Participation Agreement.
- ☐ Waiver of MLS Subscription for Affiliated Licensees, Brokers, and Appraisers
- ☐ Payment for all applicable fees (please contact the association office). We accept checks, debit, and credit cards.

This packet contains the forms needed to apply for an MLS Only Participation with the RLCAR- MLS.

Email your completed forms to kayla.rlcar@gmail.com

Please make an appointment if joining in person.
Please allow 1 – 2 business days for processing.

For any questions regarding this MLS-Only Application or the process of joining, contact our office at (575) 257-4750.

Ruidoso/Lincoln County Association of REALTORS®
700 Mechem Dr., Ste. 10, Ruidoso, NM 88345
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APPLICANT INFORMATION

License Type: ☐ Qualifying Broker ☐ Associate Broker ☐ Appraiser

Specialty: ☐ Residential ☐ Commercial ☐Farm/Ranch ☐Property Mgmt. ☐ Other: _____

Date: _____ Name: _____ (as it appears on license)

DOB: _____ Nickname (DBA): _____ NRDS: _____

Home Mailing Address: _____

_____

Cell Phone: _____ Carrier (e.g. Verizon, AT&T, etc.): _____

Other Phone: _____ This is a: ☐ Cell Phone ☐ Landline

Email: _____ Website: _____

Preferred Mailing Address: ☐ Home ☐ Office

BROKERAGE INFORMATION

Qualifying Broker Name: _____ Office NRDS: _____

Office Name: _____

Office Address: _____

_____

Office Phone #: _____ Office Fax #: _____

Office Email: _____ Website: _____

LICENSE/ASSOCIATION INFORMATION

License #: _____ State: _____ Exp. Date: _____

Primary Association/Board: _____

Supra Pin: Please provide your Supra Serial Number and 4-digit Pin for a cooperating key: _____

MLS Access: You will be provided with a username and temporary password.

Professional Designations: _____

Languages Spoken: _____

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TERMS AND CONDITIONS OF SERVICE

- I agree not to reproduce any portion of the active listings except as provided in the MLS Rules
- I agree not to download MLS data except as provided in the MLS rules
- 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 information to any participants, subscribers or clerical user not authorized to access the system by the rules. I agree not to use to MLS to create another product except as may be used by participant who downloaded the data in compliance with the MLS Rules.
- I agree I will not give or sell my password to any person or make it available to any person.
- I understand that unlicensed assistants may be authorized to have limited access to the MLS for clerical purposes 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 this clerical user's classification. I further understand that any violations by a clerical user employed by me, under contract with me, or used by my is my responsibility and can result in discipline and/or termination of MLS services.
- 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 if 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 me key and lockbox and that I may be held responsible for these costs.
- I understand and agree that the above statements are in addition to the MLS rules, to which I have agreed. Violation of any MLS rule may result in discipline, fine, and up to termination of my MLS services. In addition to that, if my actions cause damage to the Association, which owns the MLS, the Association may pursue legal remedies against me to recover such damages.
- In the event of membership election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws, Rules and Regulations and Policies of the Ruidoso/Lincoln County Association, the New Mexico Association and the National Association, and if required, and further agree to satisfactorily complete a reasonable and nondiscriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.
- I understand membership brings certain privileges and obligations that require compliance, including but not limited to proper use of the term "REALTOR® and the REALTOR® logo[1]. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the timeframe established in the association's bylaws.
- I hereby certify that the foregoing information furnished by me is true and correct and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues established annually by the Board of Directors which are due in full by December 31st of the current year.

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- In the event I fail to maintain eligibility for membership, or discontinue membership, I understand I will not be entitled to a refund of dues and fees for any reason. I further acknowledge and understand that the Association may object to my use of any company name or Website name which, in the Association's sole determination, is confusingly similar to any name used in commerce by the Association or the Association's MLS and that the Association believes would leave the public confused.

_____ Initials

ARBITRATION AGREEMENT

A condition of membership in the Association as a REALTOR® and participation in the MLS is that you agree to binding arbitration of disputes. A REALTOR® (including Designated REALTOR®) , you agree for yourself and the corporation or firm for which you act as a partner, officer, principal, or branch office manager to binding arbitration of disputes with: (i) other REALTOR® members of this Association; (ii) MLS Participants of this Association; (iii) with any member of the New Mexico or National Association if REALTORS®; and (iv) any client provided the client agrees to binding arbitration at the Association.

> ***Note:*** *Applicant acknowledges that if accepted as a member and he/she subsequently resign from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceedings and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®[2].*

_____ Initials

NAR CODE OF ETHICS AND NEW MEMBER/MLS ORIENTATION

I agree to complete the Association's mandatory Orientation course within 90 days of date of application. I, further, agree to complete the online NAR Code of Ethics and Fair Housing training within 30 days of application unless I can provide proof of completion of an NAR Code of Ethics and Fair Housing courses within the last NAR Code of Ethics cycle. Failure to meet either of these requirements may result in having my membership terminated.

I understand that I will be required to complete periodic Code of Ethics training in addition to the initial orientation program within the time specified by NAR.

_____ Initials

CONTACT ACKNOWLEDGEMENT

By joining the Ruidoso/Lincoln County Association of REALTORS® (the "Association"), you agree and authorize RLCAR and its affiliated REALTOR® organizations, representatives, and/or affinity partners to contact you to advertise the availability of, or quality of, any property, goods or services offered, endorsed or promoted by the Association, via the contact information you have provided on this application. RLCAR uses email as the best means of communicating with our members for issues regarding membership (including renewals and delinquent payments), Supra key service, and the MLS.

_____ Initials

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REQUIRED SIGNATURE

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established. RLCAR, NMAR and NAR membership dues and fees are not deductible as charitable contributions for Federal Income Tax purposes. However, such payments may be deducted as ordinary and necessary business expenses. Please consult with a qualified professional for tax preparation advice. No refunds.

Broker Signature: _____ Date: _____

QB Signature: _____ Date: _____

1. The term REALTOR® is a federally registered collective membership mark which identifies a real estate professional who is a member of the National Association and subscribes to its strict Code of Ethics. The National Association's Trademark Rules are set forth in the Membership Marks Manual, available at: www.nar.realtor/membership-marks-manual
2. Article IV, Section 2, of the NAR *Bylaws* prohibits Member Boards from knowingly granting REALTOR® or REALTOR-ASSOCIATE® membership to any applicant who has an unfulfilled sanction pending which was imposed by another association of REALTORS® for violation of the Code of Ethics. (Adopted 1/01)

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ORIENTATION ACKNOWLEDGEMENT

I COMPLETELY UNDERSTAND AND AGREE TO THE FOLLOWING STATEMENTS

I agree I will complete the NAR (National Association of REALTORS®) online New Member Code of Ethics and Fair Housing courses within thirty (30) days of membership, unless I can provide proof of completion of a NAR Code of Ethics and Fair Housing courses within the last NAR Code of Ethics cycle.

_____ Initials

I agree I will complete the mandatory New Member Orientation within ninety (90) days of membership or the next scheduled class.

_____ Initials

I agree that the one-hundred-dollar ($100.00) New Member Orientation deposit collected is refundable only upon completion of the RLCAR New Member Orientation within ninety (90) days of membership or the next scheduled class. Failure to meet this requirement will forfeit the New Member Orientation deposit.

_____ Initials

I agree that there is a two-hundred-fifty-dollar ($250.00) fee + Gross Receipts Tax to utilize the Online New Member Orientation. This is above any other fees, deposits, dues, fines, or other assessments due upon joining the Ruidoso/Lincoln County Association of REALTORS®. I agree that approval to complete the Online New Member Orientation is made by the RLCAR Board of Directors alone and that a request must be made in writing to them for consideration. I agree that upon approval I will complete the New Member Orientation within thirty-days (30) of receiving notification of registration in the online course.

_____ Initials

I agree that if I fail to complete the mandatory New Member Orientation, online Ethics and Fair Housing courses my membership with RLCAR will automatically terminate.

_____ Initials

I agree all dues, fees are non-refundable, and suspension or termination of my membership and MLS access does not entitle me to a refund.

_____ Initial

Member Name (Print): _____

Signature: _____ Date: _____

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MLS PARTICIPATION AGREEMENT

I agree as a condition of participation in the Ruidoso/Lincoln County Association of REALTORS® Multiple Listing Service to abide by the RLCAR MLS Rules and Regulations and that familiarity and compliance with these rules are a perquisite for continued MLS participation.

_____ Initial

I agree as a condition of participation in the MLS to abide by all the Bylaws, Rules and Regulations and other obligations of participation including payment of fees. I further agree to be bound by the Code of Ethics on the same terms as outlined for Association Membership including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures to Ruidoso/Lincoln County Association of REALTORS®

I understand that violations of the Code of Ethics may result in termination of MLS privileges and that I may be assessed administrative processing fee which may be in addition to any discipline, including fines that may be imposed. _____ Initial

No refunds in the event of MLS membership cancellation or termination

MLS Internet Data Exchange (IDX)/Broker Reciprocity. What is internet data exchange/broker reciprocity? Simply, it is a system where IDX Brokers give each other permission to display their listings on each other's websites. Brokers who participate in the IDX program can display all of each other's on market listings (active and pending, taking backup offers).

If as a broker, you choose not to participate in IDX, no other brokers will be permitted to display your listings. By subscribing to the Multiple Listing Service, you are automatically enrolled in the Internet Data Exchange Program. Being a participant in the IDX program does not cost you anything and it does not require you to do anything else. It is only if you wish to display IDX data on your website that you need to take further steps.

_____ _____

Signature Print Name

_____

Date

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ATTESTATION OF RLCAR BYLAWS, MLS RULES AND REGULATIONS AND ASSOCIATION POLICIES

I hereby acknowledge that I will read the current RLCAR Bylaws, MLS Rules and Regulations and Association Policies. My signature attests my agreement to abide by those Bylaws, Rules and Regulations and Policies.

_____ _____

Print Name Signature

_____

Date

If you have not received a copy of the Bylaws, MLS Rules and Regulations or Association Polices, they may be downloaded from Resources on the RLCAR website: www.rlcar.org/documents.

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WAIVER OF MLS SUBSCRIPTION FEES APPLICATION FORM FOR AFFILIATED LICENESES, BROKERS & APPRAISERS

As established in MLS Policy Statement 7.43, Waivers for MLS Fees, Dues, and Charges, the individual(s) named on this Form shall be exempt from payment of the MLS Subscription Fees, provided such Waiver Applicant(s) currently satisfies and continuously satisfies ALL the following requirements:

1. Waiver Applicant(s) is a subscriber in good standing of a REALTOR® Association owned MLS where the principal broker is an MLS Participant (a letter of good standing is required for all applicants)
2. Waiver Applicant(s) is NOT a Listing Agent/Co-Listing Agent for any active listing included in RLCAR MLS Corporation (MLS);
3. Waiver Applicant is NOT part of a designated real estate "Team" where one of more of the other Team members are subscribers to the MLS
4. Waiver Applicant(s) does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the MLS;
5. Waiver Applicant(s) does NOT directly or indirectly access or use in any manner whatsoever the listing information stored in RLCAR MLS. Such access and use include, but is not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information, including statistical, from the MLS; and
6. Waiver Applicant(s) does NOT use, directly or indirectly, in any manner whatsoever information from the MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees and does not participate in listing or sales activity requiring licensure for any properties listed in the MLS.

CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT / PRINCIPAL BROKER

I certify that the Waiver Applicant(s) named herein is/are affiliated with me and meets the above requirements, meet ALL the above requirements and therefore is/are eligible for a waiver of MLS Subscription Fee(s).

I understand that I will need to supply an additional signed Application Form for any future Waiver Applicant(s).

Further, I agree to notify the MLS within 5 (five) calendar days if any waiver recipient becomes ineligible for a waiver. Simultaneously with such notice to the MLS, I will either (i) sever the licensee from this office, or (ii) inform the licensee that he/she must subscribe to the MLS within 3 (three) business days of the notification. Such affirmative notice, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall not incur the penalties described below.

Penalties: I understand that any violation of the conditions of this waiver will result in automatic revocation of the waiver from the individual waiver recipient. I agree to pay MLS Subscription Fees, retroactive to the beginning of the current billing year or the date of this Application Form (whichever is less), plus a $750.00 non-compliance fee for each waiver recipient that has his or her waiver revoked, within 10 (ten) calendar days after the waiver recipient becomes ineligible for this waiver.

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I acknowledge that non-payment of the amounts owed, by the due date, as indicated on the associated MLS invoice, will result in the MLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

Signature of MLS Participant / Designated Broker Date

Printed Name of MLS Participant / Designated Broker

Print Company Name

WAIVER OF INDIVIDUALS AFFILIATED WITH MLS PARICIPANT

The Participant hereby acknowledges the Waiver Applicant(s) below have been informed that any change to their waiver eligibility as defined herein must be communicated immediately to the Participant. Waiver Applicant(s) further acknowledges that non-compliance with the terms of the Application Form and its notification provisions will result in the Participant incurring Subscriber Fee and a non-compliance fee. Participant certifies that the following real estate and appraiser licensees meet all the requirements for receiving an MLS Subscription Fee waiver as described herein:

(This form must be filled out fully by the Participant/Principal Broker. The MLS will respond to the Participant with "Approved" or "Denied" confirmation.)

EMAIL APPLICATION TO:	MAIL APPLICATION TO:
kayla.rlcar@gmail.com	RLCAR 700 Mechem Dr., Ste.10 Ruidoso, NM 88345

A waiver becomes effective immediately upon receipt and processing by Ruidoso/Lincoln County Association of REALTORS MLS of a properly completed application form provided the Applicant satisfies all requirements listed above.

This waiver will be in effect until the end of the current MLS fees billing cycle at which time the waiver will be due for renewal. Participants must apply for a new waiver each year in order to avoid liability for subscription fees for waived licensees, brokers or appraisers. A waiver certification will be sent as a reminder to complete a new waiver.

Participant will be notified by RLCAR MLS if this application is not approved.

Participant/Designated Broker certifies that the following real estate and appraiser licensees meet all the requirements for receiving a Ruidoso/Lincoln County Association of REALTORS® Multiple Listing Service (MLS) fee waiver as described herein: (This form must be filled out fully and signed by each Participant. RLCAR will email the Participant with "Approved" or "Denied" confirmation)

WAIVED LICENSEES, BROKERS, AND APPRAISERS							
	Applicant Name	Real Estate License #	Subscribing MLS	Date of Application for Waiver	MLS Use Only		
					Letter of Good Standing?	MLS Approved or Denied	Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Attach additional sheets, as necessary.

_____ _____ _____

Signature of MLS Participant | Printed Name of MLS Participant | Date

_____

Print Name of Company

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