

Thank you for your interest in becoming a member of the Ruidoso/Lincoln County Association of REALTORS® (RLCAR). This packet contains all the forms you'll need to apply for REALTOR® membership.

A basic prerequisite for membership is that you be licensed with a firm whose Qualifying Broker is a REALTOR® member and/or MLS Participant of RLCAR. Before proceeding with the membership application, please verify that your license is showing as "active" with the proper brokerage by visiting the New Mexico Real Estate Commission (NMREC) website at https://nmrldpi.my.site.com/bcd/s/public-search-license?division=BCD&language=en_US. It is a requirement that that licenses of associate brokers and qualifying brokers be current and showing as active on the NMREC website prior to RLCAR processing membership applications.

1. COMPLETE THE APPLICATION

- a. Please read this application carefully. Your signature implies your agreement to abide by the REALTOR® Code of Ethics and Arbitration/Mediation requirements.
- b. Complete EVERY blank in the application. (If not applicable, fill in N/A.)
- c. Please read through the Attestation, MLS Participation Agreement, and Orientation Acknowledgement, date, and sign. Return with the application and payment. (see below)
- d. Provide a copy of your New Mexico Real Estate or Appraiser license.

2. APPLICATION

- a. Fax, email, or, please, make an appointment to turn in the application and join RLCAR.
- b. If the application is received by fax or email RLCAR will process the invoice and send it to you for payment. Otherwise, payment is due when the application is submitted.
- c. Applications are not processed after 3:30 p.m.

3. DUES ARE PRORATED FOR NEW MEMBERS.

- a. A dues and fees worksheet may have been sent earlier or should be included with this application and show prorated dues and fees.
- b. This worksheet breaks down all fees, dues, and setup charges due with the application.
- c. Association Dues and MLS Fees are invoiced annually.
 - i. Association Dues are invoiced in October and due December 15th.
 - ii. MLS Fees are invoiced in June and due July 15th.

4. PAY APPROPRIATE FEES

- a. Payment is due when the application is submitted (check or credit/debit card, no cash is accepted)
- b. The date of affiliation with a "Designated" REALTOR® on the New Mexico Real Estate Commission's website governs the amount you pay according to the Proration Schedule.
- c. Check(s) should be made out to RLCAR, or you may make payment via the dues invoice.

5. ATTEND ORIENTATION CLASS

- a. As an applicant you must complete the required National Association of REALTORS® (NAR) online New Member Code of Ethics and Fair Housing courses within 30 (thirty) days of membership.
- b. As an applicant you must complete the mandatory RLCAR New Member Orientation within 90 (ninety) days of membership or the next scheduled class.
- c. Until the above requirements are met your membership with RLCAR is Provisional.
- d. If you fail to complete any of the above requirements your membership may be terminated by the Board of Directors.

6. MEMBERSHIP

- a. Upon joining RLCAR, you become a member of the New Mexico Association of REALTORS® (NMAR) and the National Association of REALTORS® (NAR) and a portion of your dues will be forwarded to them.

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

APPLICANT INFORMATION

License Type: ☐ Qualifying Broker ☐ Associate Broker ☐ Appraiser
Specialty: ☐ Residential ☐ Commercial ☐ Farm/Ranch ☐ Property Mgmt. ☐ Other: _____

I am applying for the following Membership type (check one):

☐ New REALTOR® Member ☐ Transferring from another Association ☐ Reinstating Membership ☐ Upgrade from MLS Only

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

DOB: _____ Nickname: _____ NRDS: _____

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: _____

Supra Access: You will receive an email from Supra to setup your eKEY.

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

Professional Designations: _____

Languages Spoken: _____

- Are you presently/previously a member of any other Association of REALTORS®? ☐ Yes ☐ No
 - If yes, name of Association and member type: _____
 - Last date (year) of completion of NAR's Code of Ethics training requirement: _____
- Do you acknowledge that your use of the REALTOR® trademarks must comply with the National Association's trademark rules?¹ ☐ Yes ☐ No
- Have you been refused membership in any other Association of REALTORS®? ☐ Yes ☐ No

If so, please explain the basis for each such refusal on a separate page.

- Do you have any record of civil judgments imposed within the past seven (7) years involving civil rights laws, real estate licenses laws, or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities? Please provide details on a separate page. ☐ Yes ☐ No
- Do you have a record of criminal convictions(s) within the past seven (7) years? ☐ Yes ☐ No
Please provide details on a separate page.
- Have you been found in violation of the Code of Ethics or other membership duties in the past 3 years? ☐ Yes ☐ No
Please provide details on a separate page.
- Are there any pending ethics complaints against you? ☐ Yes ☐ No
Please provide details on a separate page.
- Do you have any unsatisfied discipline pending?² ☐ Yes ☐ No
Please provide details on a separate page.
- Are you a party to pending arbitration request? ☐ Yes ☐ No
Please provide details on a separate page.
- Do you have any unpaid arbitration awards or unpaid financial obligations to another association and/or MLS? ☐ Yes ☐ No
If so, please provide details on a separate page.

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 my 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® logo¹. 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.
- 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 of 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

MANDATORY DESIGNATED BROKER COMPLIANCE – VARIABLE DUES FORMULA

The Ruidoso/Lincoln County Association of REALTORS® in accordance with the National Association of REALTORS® Bylaws, mandates that all associations comply with the “Variable Dues Formula” for Designated REALTOR® brokers. Using New Mexico Real Estate Commission (NMREC) records, RLCAR compares licensees under each broker against the licensees who are dues-paying REALTOR® members.

There are options for compliance:

1. The licensee joins RLCAR, NMAR and NAR and pays REALTOR® dues (and receives all REALTOR® benefits);
2. The broker is billed for that individual as a nonmember licensee (no REALTOR® benefits are realized with this option);
3. The broker terminates the nonmember licensee by removing the licensee from his/her NMREC record; or
4. Failure to comply with the Variable Dues Formula may result in suspension of your REALTOR® membership, which will affect your membership benefits and those of the REALTORS® under your license.

_____ Initials

NAR CODE OF ETHICS AND FAIR HOUSING, RLCAR 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 online NAR Code of Ethics and Fair Housing training within 30 days of application as well as RLCAR MLS Orientation. 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.

I understand that I will be required to complete periodic Fair Housing training within the time specified by NAR.

_____ Initials

CONTACT ACKNOWLEDGEMENT

By joining the Ruidoso/Lincoln County Association of REALTORS®, 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

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)

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 course within thirty (30) days of membership unless I can provide proof of completion of an NAR Code of Ethics course within the last NAR Code of Ethics cycle.

_____ Initials

I agree I will complete the NAR (National Association of REALTORS®) online Fair Housing course within thirty (30) days of membership unless I can provide proof of completion of an NAR Fair Housing training 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 if I fail to complete either the mandatory New Member Orientation, online Ethics and Fair Housing courses within the required timeframes 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: _____

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 prerequisite 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

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. Access to all governing documents will be provided in a "Welcome Email".

Print Name

Signature

Date

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