



---

## MEMBERSHIP APPLICATION

### MEMBERSHIP ENROLLMENT INSTRUCTIONS

- Complete and sign the Membership Application. If you are operating as a Sales Agent, your Broker **MUST** also sign.
- Email completed Membership Application to [support@ccartoday.com](mailto:support@ccartoday.com).
- After Member Services processes your completed application they will follow-up with an email to pay member dues and schedule an enrollment session. Each session will take at least 30 minutes and are held over the phone, Monday through Friday between 9am and 4pm. *During an Enrollment Session Member Services will review the many useful benefits, applications, and websites you may access on your computer or other personal device.*

### HOW TO PREPARE FOR ENROLLMENT

- If transferring from another Association, you will need to provide a Letter of Good Standing from your prior Association.
- A laptop or other device you will use to access REALTOR® related websites.
- A phone to download and install the Supra eKEY® app.

### WHAT TO EXPECT DURING ENROLLMENT

Please allow 30 minutes for New Member enrollment.

1. Create login credentials for C.A.R. (zipForm®), Paragon (MLS), ccartoday.com, and NAR Code of Ethics.
2. Review training resources and videos available in the MLS.
3. Review the CCAR calendar where you can register for events and training classes.
4. Review and provide you links to the MLS Rules and Regulations, CCAR Bylaws, and NAR Code of Ethics. *(All links will be emailed to the address we have on file. Before you finish the session, Member Services will confirm you received the message.)*



**CCAR**  
CONTRA COSTA  
ASSOCIATION OF REALTORS®

## REALTOR® AND/OR MLS APPLICATION

### TYPE OF APPLICATION

1. I apply for the following categories of membership *(check all applicable boxes)*:

- ☐ Designated REALTOR® *(Principal, Partner, Corporate Officer, or Branch Manager)*  
☐ REALTOR® ☐ MLS Broker Participant *(Responsible Broker)*  
☐ MLS Subscriber ☐ MLS Appraiser Participant

### GENERAL INFORMATION

2. Name: \_\_\_\_\_ Driver's License: \_\_\_\_\_  
*(As it appears on your real estate license.)*

3. Nickname: \_\_\_\_\_

4. Firm Name: \_\_\_\_\_  
*(This is the broker/brokerage's name under which you will be doing business and under which DRE has issued your license and/or approved your DBA.)*

5. Firm Address: \_\_\_\_\_  
(street) (city) (state) (zip code)

6. Firm Telephone Number: \_\_\_\_\_ Firm Telephone Number-Direct: \_\_\_\_\_

Cell Number: \_\_\_\_\_ Firm Fax Number: \_\_\_\_\_

7. Which do you want as the primary phone? ☐ Firm ☐ Firm-Direct ☐ Cell

8. List all other DBAs: \_\_\_\_\_

9. Home Address: \_\_\_\_\_  
(street) (city) (state) (zip code)

10. Home Telephone Number: \_\_\_\_\_ Home Fax Number: \_\_\_\_\_

11. Which do you want as the primary mailing address? ☐ Firm ☐ Home

12. E-mail Address: \_\_\_\_\_ Birth Date (MM/DD/YY): \_\_\_\_/\_\_\_\_/\_\_\_\_

Website Address: \_\_\_\_\_ Social Media Handles: \_\_\_\_\_



13. Please list your applicable license(s) corresponding with this application:

- |   |       |                  |       |
|---|-------|------------------|-------|
| <input type="checkbox"/> Broker's License, DRE License #:                             | _____ | Expiration Date: | _____ |
| <input type="checkbox"/> Salesperson's License, DRE License #:                        | _____ | Expiration Date: | _____ |
| <input type="checkbox"/> Corporate License, DRE License #:                            | _____ | Expiration Date: | _____ |
| <input type="checkbox"/> BRE A Appraiser's License, Certified General, License #:     | _____ | Expiration Date: | _____ |
| <input type="checkbox"/> BRE A Appraiser's License, Certified Residential, License #: | _____ | Expiration Date: | _____ |
| <input type="checkbox"/> BRE A Appraiser's License, License #:                        | _____ | Expiration Date: | _____ |

14. Please list Professional Designations (*Ex: GRI, CRS, etc.*): \_\_\_\_\_

15. Primary Specialty:

- |  |  |
|--|--|
| <input type="checkbox"/> Residential Brokerage           | <input type="checkbox"/> Property Management                       |
| <input type="checkbox"/> Commercial/Industrial Brokerage | <input type="checkbox"/> Appraising                                |
| <input type="checkbox"/> Farm and Land Brokerage         | <input type="checkbox"/> Mortgage Financing                        |
| <input type="checkbox"/> Building and Development        | <input type="checkbox"/> Other(s) ( <i>please specify</i> ): _____ |

16. List all Boards/Associations of REALTORS® and MLS to which you **CURRENTLY BELONG**:

\_\_\_\_\_

\_\_\_\_\_

List all Boards/Associations of REALTORS® and MLS to which you **PREVIOUSLY BELONGED**:

\_\_\_\_\_

\_\_\_\_\_

My NRDS # is: \_\_\_\_\_ My NRDS Office # is: \_\_\_\_\_

17. Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® membership. Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms who hold a valid California real estate license must remain employed by or affiliated with a MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as a MLS Subscriber. If applicable, please complete below:

(*Note: at the end of the application, those named below will be necessary signers of this application*)

Name of Designated REALTOR®: \_\_\_\_\_

Designated REALTOR® DRE or BRE A License #: \_\_\_\_\_

Name of MLS Broker or Appraiser Participant: \_\_\_\_\_

MLS Broker or Appraiser Participant DRE or BRE A License #: \_\_\_\_\_



### MLS BROKER PARTICIPANT APPLICANTS ONLY

18. To be eligible for MLS membership, MLS Broker Participants must offer and/or accept compensation in the capacity of a real estate broker.

I certify that I actively endeavor during the operation of my real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS.

☐ Yes, I certify.

☐ No, I cannot certify.

### DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY

19. Designated REALTOR® and MLS Broker and Appraiser Participant applicants must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/Association on any changes, additions, or deletions from the list. On a separate sheet or form, please list all licensees under your license, including their name, the type of license, and their DRE or BRE License #.

(a) I am a (*check the applicable boxes*): ☐ Sole Proprietor ☐ General Partner ☐ Corporate Officer ☐ Branch Office Manager

(b) If you checked any box in 19(a) above, you must answer the following:

a. Are you or your firm subject to any pending bankruptcy proceedings?

☐ Yes ☐ No

b. Have you or your firm been adjudged bankrupt within the last three (3) years?

☐ Yes ☐ No

If you answered yes to (a) or (b), you may be required to make cash payments in advance for membership dues and MLS fees.

### DESIGNATED REALTOR® APPLICANT ONLY

20. Each sole proprietor, partner or corporate officer of the real estate firm who is actively engaged in the real estate business within California or within the state in which the real estate firm is located shall be required to become a REALTOR® member if any other principal of such firm, partnership or corporation is a REALTOR® member with those states.

I certify that each sole proprietor, partner or corporate officer of the real estate firm, if any, who is actively engaged in the real estate business within California or within the state in which the real estate firm is located is a REALTOR® member.

☐ Yes, I certify.

☐ No, I cannot certify.

21. I certify that I have NO record of official sanctions rendered by the courts or other lawful authorities for violations set forth below:

(i) I have no record of official sanctions for violations of civil rights laws within the last three (3) years

☐ Yes, I certify.

☐ No, I cannot certify.

(ii) I have no record of official sanctions for violations of real estate license laws within the last three (3) years

☐ Yes, I certify.

☐ No, I cannot certify.



(iii) I have no record of criminal convictions within the past ten years where the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted (*ten years is measured from the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date.*)

☐ Yes, I certify.      ☐ No, I cannot certify.

If you could not certify any of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

22. Have you ever been disciplined by any Boards/Associations or MLSs?

☐ Yes. If yes, attach copies of the discipline.      ☐ No.

23. Have you ever been disciplined by the DRE?

☐ Yes. If yes, provide all relevant details and dates (*or attach copies of discipline*).      ☐ No.

## REALTOR® AND/OR MLS APPLICATION

### BYLAWS, POLICIES, AND RULES

1. When applying for Designated REALTOR® and REALTOR® membership, upon acceptance and payment of all dues and assessments, I will automatically become a member of the California Association of REALTORS® and the National Association of REALTORS®, as well as my local Board/Association. I agree to abide by the bylaws, policies and rules of the Board/Association, the bylaws, policies and rules of the California Association of REALTORS®, including the California Code of Ethics and Arbitration Manual and the constitution, bylaws, policies and rules of the National Association of REALTORS®, including the NAR Code of Ethics, all as may from time to time be amended.

### USE OF THE TERM REALTOR®

2. I understand that the professional designations REALTOR® are federally registered trademarks of the National Association of REALTORS® ("NAR") and use of these designations are subject to N.A.R. rules and regulation. I agree that I cannot use these professional designations until this application is approved, all my membership requirements are completed, and I am notified of membership approval in one of these designations. I further agree that should I cease to be a REALTOR®, I will discontinue use of the term REALTOR® in all certificates, signs, seals or any other medium.

### ORIENTATION

3. I understand that if the Board/Association or the MLS requires orientation, I must complete such orientation prior to becoming a member of the Board/Association or MLS, or by the deadline set by the Board/Association or the MLS if provisional membership is allowed. I understand that unless or until I complete required orientation, my application for membership will not be granted, including that in the event a Board/Association or MLS granted any introductory provisional membership pending timely completion of orientation, that said provisional membership will be dropped upon expiration of the deadline set.

Applicant's Initials \_\_\_\_\_



## LICENSE VALIDITY

4. I understand that if my license is terminated, lapses or inactivated at any time, my REALTOR® membership and/or MLS participation/subscription is subject to immediate termination.

## NO REFUND

5. I understand that my Board/Association membership dues and MLS fees are non-refundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason, I understand I will not be entitled to a refund of my dues or fees.

## AUTHORIZATION TO RELEASE AND USE INFORMATION; WAIVER

6. I authorize the Board/Association or its representatives to verify any information provided by me in this application by any method including contacting the California Department of Real Estate, my current or past responsible broker or designated REALTOR®, or any Board/Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, continue to hold, any type of membership to release all my membership or disciplinary records to this Board/Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) years; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending; (iv) pending arbitration requests (or hearings); and (v) unpaid arbitration awards or unpaid financial obligations. I understand that any information gathered under this authorization may be used in evaluating my application for membership and future disciplinary sanctions. I waive any legal claim or cause of action against the Board/Association, its agents, employees or members including, but not limited to, slander, libel or defamation of character, that may arise from any action taken to verify, evaluate or process this application or other use of the information authorized and released hereunder.
7. By signing below, I expressly authorize the Board/Association/MLS, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone, text or send by U.S. mail to me, at the fax numbers, e-mail, telephone and text numbers and addresses above, for any and all Board/Association/MLS (including the local, state and national, or their subsidiaries or representatives) communications, including but not limited to those for political purposes and/or material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board Association/MLS (including the local, state and national, or their subsidiaries or representatives).

## ADDITIONAL TERMS AND CONDITIONS FOR MLS APPLICANTS ONLY

8. I understand and agree that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by the MLS rules, as from time to time amended, including but not limited to the following:
  - (a) I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the rules.
  - (b) I agree not to reproduce any portion of the listings except as provided in the MLS rules.
  - (c) I agree not to download MLS data except as provided in the MLS rules.

Applicant's Initials \_\_\_\_\_



- (d) 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 or device receiving MLS information. I agree not to transmit to or share the information with any participants, subscribers and clerical users, or any other non-subscribing licensee or third party, not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS rules.
- (e) I agree I will not give or sell my password to any person or make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of any of my equipment, devices or pass codes.
- (f) I understand that clerical users may be authorized to have limited access to the MLS for clerical support 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 classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in discipline and ultimate termination of MLS services.
- (g) I will not lend or make available my lockbox key, code or device to any person, even if an authorized MLS user. I further understand that the Board/MLS can incur costs in securing the system if I fail to take adequate measures to protect my key, code or device and lockbox and that I may be held responsible for these costs. Failure to adhere to key and lockbox requirements could undermine the security of homeowners.
- (h) I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.

#### **REALTOR® AND MLS APPLICANTS ONLY; ARBITRATION AGREEMENT**

9. A condition of membership in the Board/Association as a REALTOR® or REALTOR-ASSOCIATE® and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) or REALTOR-ASSOCIATE® member, 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® or REALTOR-ASSOCIATE® members of this Board/Association; (ii) with any member of the California or National Association of REALTORS®; and (iii) any client provided the client agrees to binding arbitration at the Board/Association. As a MLS Broker or Appraiser Participant or MLS Subscriber, 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 MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Board/Association MLS which shares a common database with this Board/Association MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association facilities and in accordance with the Board/Association rules and procedures for arbitration, pursuant to the California Code of Ethics and Arbitration Manual.
10. REALTOR® Membership dues and assessments and MLS fees are set forth separately in EXHIBIT A: MEMBERSHIP DUES AND ASSESSMENTS; MLS FEES

Applicant's Initials \_\_\_\_\_



## ONLINE SYSTEM AGREEMENT

### IN WITNESS WHEREOF, OF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

This Agreement is for access to the Online Computer System and it is made and entered into by and between The Contra Costa Association of REALTORS® Multiple Listing Service, Inc. (*referred to in the Agreement as "CCAR MLS"*) and the undersigned, a current MLS Designated Broker Participant (*referred to in this agreement as "Subscriber"*).

Subscriber may extend this Agreement to a current MLS licensed real estate salesperson (*referred to in this agreement as "Salesperson"*), affiliated with Subscriber, through his/her current MLS participation. This extension will be evidenced by Subscriber's and Salesperson's signatures on this Agreement.

#### 1. TERM

- (a) All On Line System Agreements with the appropriate signatures and information will be processed within two (2) working days from receipt by CCAR MLS.
- (b) Subscriber must be a member in good standing with the CCAR MLS. In the event that Subscriber and/or Salesperson has not paid dues, fees, and charges associated with Participation Fees, MLS books, CMLS books, or any fees payable pursuant to this Agreement prior to delinquency, the CCAR MLS shall have the right to immediately terminate this Agreement in which event Subscriber's computer terminal shall be prohibited access to the information system. Upon regaining good standing status with the CCAR MLS, including payment of any delinquent sums, including reinstatement fees, this Agreement shall be reinstated.
- (c) In the case of a transfer by Subscriber and/or Salesperson to another office, the transfer fee must be paid and a new Online System Agreement must be signed by the new Designated Broker Participant.

#### 2. ASSIGNMENT

Subscriber shall not assign, except as noted above in paragraph 2, its rights to access and use of the Online Computer Information System or any MLS copyrighted materials produced by said computer system without the prior written consent of CCAR MLS Board of Directors.

#### 3. CONFIDENTIALITY

Subscriber and/or Salesperson agree that all data and information relating to the Information System shall be for the sole use of Subscriber and/or Salesperson and shall not be provided to any other person or entity.

The only exception to the above stated confidentiality rule is for the printout for client, referred to as "CLI" done by Subscriber or Salesperson, for client information purposes.

The Subscriber and/or Salesperson shall not divulge, give out assign, or otherwise transfer their MLS password or log on codes to any other parties, including, but not limited to licensed or non-licensed individuals or other MLS Participants. **THIS AGREEMENT IS SUBJECT TO ALL MLS RULES AND REGULATIONS.** Divulging the log on codes and/or password to any other party may also be a criminal offense under California Penal Code Sections 502(c), (3) and (7).

Applicant's Initials \_\_\_\_\_





#### 4. **MAINTENANCE**

Subscriber understands and agrees that maintenance and repairs of terminal(s) or personal computer(s) is the responsibility of the Subscriber.

#### 5. **LIABILITY**

CCAR MLS shall not be liable for any failure to perform under this agreement or for any default, loss, or damage suffered by Subscriber or Salesperson due to any occurrence, including, without limitation, fire, flood, material or labor shortages, breakdown or malfunction of the Information System, or inaccuracy of data of information contained in the Information System. Subscriber and Salesperson agree to hold harmless and indemnify CCAR MLS from any liability to third parties for any claim of copyright infringement, inaccuracy of data or information contained in the Information System unless such inaccuracy was caused by the intentional or willful misconduct on the part of CCAR MLS.

#### 6. **DATA PRIVACY**

To the extent of the applicability of the California Consumer Privacy Act ("CCPA") or any other law, ordinance, administrative rule or regulation, by inquiring, applying to participate or actually participating in any aspect of membership or accepting any products or services with the Contra Costa Association of REALTORS® or its Multiple Listing Service ("MLS"), you agree to waive any and all rights relating to the maintenance and deletion of any existing or future personal data and information contained in or used by the Contra Costa Association of REALTORS® and its MLS.

#### 7. **DESIGNATED REALTORS®**

Each firm shall designate in writing one REALTOR® member who shall be responsible for the conduct of individuals affiliated with the firm and accountable to the Association for all duties and obligations of Association membership. The "Designated REALTOR®" must be the sole proprietor, partner, corporate officer or an office manager acting on behalf of the firm's principal(s) and must have the authority to bind the firm in arbitration and must meet all the other qualifications for REALTOR® membership set forth in Section 3 of CCAR's Bylaws.

#### 8. **CHANGE IN DESIGNATED BROKER, CANCELLATION**

If there is a change in the Designated Broker who is a party to this agreement, such a change shall constitute a cancellation of this agreement and MLS shall have the right to discontinue MLS privileges at their option. The new Designated Broker shall become responsible for immediately signing a new Online System Agreement before continuation of MLS Services. New Designated Broker shall either sign said new Online System Agreement, or have the option of notifying CCAR MLS in writing of their willingness to assume and accept entire responsibility of the Online System Agreement(s) signed by the previous Designated Broker.

## **PRIVACY POLICIES**

The Contra Costa Association of REALTORS® (CCAR) has created these Privacy Policies to demonstrate our firm commitment to privacy and so that you, as a visitor CCAR Online ("*Website or ccartoday.com*"), will be aware of the uses made of information that may be generated as a result of you using our Website.

Applicant's Initials \_\_\_\_\_



## WHAT INFORMATION IS GENERATED WHEN YOU VISIT CCAR ONLINE?

Depending on how you use our Website, certain types of personal and non-personal information may be generated and collected. For example, you may give us your name or email address when you complete a registration screen, respond to a questionnaire or survey or submit an email to us. Any personal information that you provide us will be used by us primarily to fulfill the stated objective for which the information was requested or collected (*e.g., if information is provided as a result of you emailing us, we will use the information provided, such as an email address, to respond to you*).

Other types of information that may be generated and collected when you use our Website include information that we consider non-personal in nature. For example, we may collect the name of the domain from which you access the Internet (*e.g., aol.com, if you are connecting from an America Online account*); the date and time you access our site and the internet address of the Website from which you linked directly to our site. We use this information to measure the number of visitors to the different sections of our Website and to help us make our Website more useful to visitors.

## USE OF COOKIES

What is a cookie? A cookie is a data file that is created and stored on your computer's hard drive when you visit any website. The typical purpose of a cookie is to make your use of websites easier and more convenient and to assist the website in tracking the use of the site. For example, a cookie may save the registration information, passwords, purchases, or preferences that you create when using a website so you don't have to reenter this information. Cookie technology is used by most websites and is considered an industry standard for the Internet.

Our Website uses cookie technology to verify user information. (*Please see the section titled "Advertisements" for more information concerning advertisers*). Also, most Internet browsers are initially set to accept cookies. If you prefer, you may set your browser so that it refuses cookies or alerts you when cookies are being created on your hard drive. You should be aware though that by not accepting cookies, you may impair your ability to use certain shopping or password protected areas of websites.

## CCAR MEMBER DIRECTORY

As one of the many benefits of Membership with CCAR, we make available on our Website a searchable database of our members called "Find a Member" or "Find a REALTOR®", along with various rosters of offices and CCAR Members. The purpose of this Directory is to assist CCAR Members and the public to locate and contact CCAR Members. The CCAR Member information made available through these directories is intended to contain only the business information of our Members. Please see the CCAR Privacy Policy located in the about section of the Website for additional information about CCAR's policy with respect to these directories. Under no circumstances will we intentionally display or make available on our Website the personal home addresses or phone numbers of our Members.

If you are a member of CCAR and would like to be removed from the searchable data base on our Website, please see the section called "Choice/Opt Out" If you have corrections or updates to the searchable data base, please use the "Contact" section of the website and send CCAR an email using the category of "Membership" on the drop down menu, or you may write us at 1870 Olympic Boulevard, Suite 200, Walnut Creek, CA 94596, Attn: Director of Member Services.

## SURVEYS

We may from time to time create and use surveys on our Website. We may from time to time ask you for your name, email address, or demographic information. If a survey does ask you this information, we will use the information to complete the survey, compile statistics and update Member records.

Applicant's Initials \_\_\_\_\_



## ADVERTISEMENTS

Like many other sites on the Internet, we sell advertising space on our Website to other companies. The advertising space we sell is usually in the form of an electronic "Advertisement Banner." An advertisement banner is essentially a graphic link to the actual Internet site of the advertiser.

While we hope you find our advertiser's products helpful, we cannot assume any responsibility for the privacy practices of our advertisers. Therefore, like any other Internet site you may visit, we encourage you to become knowledgeable of the privacy policies and practices of our advertisers prior to providing information on their sites.

## PUBLIC CHAT ROOMS OR FORUMS

From time to time a discussion, bulletin board, blog, chat area, news group, community, or other feature designed so that Users may upload data and images or communicate with others ("Forum") may be made available to users on our Website. CCAR, in its sole discretion, reserves the right to review, control or edit and text, data, images, files, or other materials that may be uploaded, posted or submitted in any Forum ("Submissions") as well as the right to refuse to post any such Submission. Please remember that any information you disclose on these types of features will be accessible to the public and you should exercise caution prior to disclosing any personal information on these features.

## REQUIRED BY LAW

We may disclose information provided by you if we are legally required to do so, such as by court order or subpoena.

## SECURITY

We have adopted what we consider to be reasonable security measures to protect against the loss, theft, misuse, and alternation of information collected through our Website. However, if you are concerned about the security of the Internet or our Website, we suggest that you not provide this information.

## OTHER PRODUCTS AND SERVICES

Although we generally collect and use information to fulfill the stated objective for which the information was requested or collected, we may also provide the information to our subsidiary so that we may send you information regarding other products or services that may be valuable or interesting to you.

## CHILDREN'S GUIDELINES

Our Website does not currently attempt to collect or solicit information from persons who are under the age of eighteen (18). However, given the anonymous nature of the Internet, it is possible that someone under the age of eighteen (18) may access our Website and provide us with personal information. If this situation occurs and it is brought to our attention, we will not use the information in any way without prior parental consent and we will take all reasonable steps to prevent it from occurring again.

## CREDIT CARD INFORMATION

Credit information that you and credit authorizers provide when you make payments by credit card for products, dues, fees, events, classes, or other services through CCAR will only be used to process the transactions you request. This information will never be sold, shared, or provided to other third parties, and will otherwise be kept confidential.

Applicant's Initials \_\_\_\_\_



## CHOICE/OPT-OUT

CCAR's Privacy Policy information, which is available under the "About" tab on the Website, provides you the opportunity to opt-out of receiving certain communications from us, and you may choose to opt-out of having your name and contact information included in our searchable database of Members. To exercise your opt-out privilege, please email us using the "Contact" tab in Website and choose the "Membership" drop down as the category of your email, or you may email us at: ***mbr-assist@ccartoday.com*** or write us at: 1870 Olympic Boulevard, Suite 200, Walnut Creek, CA 94596, Attn: Director of Member services. To insure your request is processed timely and accurately, please provide the following information with your request: first name, last name, office name, office telephone number, DRE License number and NRDS number. CCAR will process your request as quickly as possible; however, your name may continue to be reproduced in the Member Directory until the request is ultimately processed. CCAR apologizes in advance for any inconvenience this may cause.

## CONTACTING OUR WEBSITE

If you have any questions about this Privacy Policy, the practices of our Website, your dealings with our Website, or any other observations or comments about our Website please feel free to click on the "Feedback" square shown in our website, or use the "contact" button in the bar at the top of the Website and select the "Website Feedback" choice in the drop down box under category. Or write us at 1870 Olympic Boulevard, Suite 200, Walnut Creek, CA 94956, Attn: Director of Member Services.

## NEW MEMBER ORIENTATION

Applicants for REALTOR® membership must attend an orientation program within the first six (6) months of membership. In the event the new Member fails to comply, they may be subject to suspension or disciplinary action upon such a determination by the Board of Directors.

## SIGNATURES

I certify that I have read and agree to the terms and conditions of this application and that all information given in this application is true and correct. Furthermore by signing below I agree to the terms set forth in the above mentioned **ONLINE SYSTEM AGREEMENT**. I also have received, read, and agree to the terms of **CCAR's PRIVACY POLICIES**. I agree to provide CCAR with a working email address that I check regularly and that all official communications from CCAR, including Membership and MLS billings will be distributed primarily by email.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Designated REALTOR® (BROKER)

\_\_\_\_\_  
Signature of Designated REALTOR® (BROKER)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of MLS Participant (MLS ONLY BROKER)

\_\_\_\_\_  
Signature of MLS Participant (MLS ONLY BROKER)

\_\_\_\_\_  
Date



## NONUSE OF MLS CERTIFICATION FORM

### DESIGNATED REALTORS®/MLS BROKER PARTICIPANTS

Designated REALTORS® and/or MLS Broker Participants: Please complete the following and email ([support@ccartoday.com](mailto:support@ccartoday.com)) to the association office no later than \_\_\_\_\_.

### MLS RULES AND REGULATIONS:

**5.1.6 Certification of Nonuse.** Participants may be relieved from payment under section 5.1.2 and 5.1.5 hereunder by certifying in writing to the MLS that a licensed or certified person in the office is engaged solely in activities that do not require a real estate license or certification (clerical, etc.), or that the real estate licensee or licensed or certified appraiser will not use the MLS or MLS compilation in any way. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, the participant shall be subject to all MLS fees dating back to the date of the certification. The participant and subscriber may also be subject to any other sanction imposed for violation of MLS rules including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

In accordance with section 5.1.6 Certification of Nonuse, of the MLS Rules and Regulations, this will certify that the undersigned Designated REALTOR® and/or MLS Broker Participant (or his firm) hereby acknowledges and confirms that the licensed or certified persons listed below will not be accessing the MLS or be provided access to the MLS Data in any manner.

Agent Name:	NRDS #:	License #:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Certified by: \_\_\_\_\_  
 (Designated REALTOR®/MLS Broker Participant)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_



Member #:	_____
Key #:	_____
Pin #:	_____

## eKEY SUB-LICENSE AGREEMENT

Please read before signing below, all attachments are part of this license. Make a copy of this license for your records.

This Sub-License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 6 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

### 1. LICENSE AGREEMENT

- a. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.
- b. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, Organization grants to Keyholder:
  - i. a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and
  - ii. a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.
- c. **Network.** Organization grants to Keyholder:
  - i. a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the ActiveKEY or eKEY (collectively, "Key") for the Term shown on page 6 of this Agreement and
  - ii. a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

### 2. SERVICE

- a. The Software, the equipment incorporated in the iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."
- b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.
- c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

- d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

### 3. TERM

This Agreement shall commence on the date set forth in the signature block and have a term ("Term") until the date shown on page 6, unless terminated earlier or extended pursuant to the provisions of this Agreement.

### 4. PAYMENTS

- a. During the term of this license, Keyholder shall pay to Organization a fee for the license and use of the software, plus applicable tax, (the "System Fee"). The System Fee shall be determined by the organization. Keyholder shall be entitled to terminate this license in accordance with the provisions contained in this Agreement.
- b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.
- c. Organization reserves the right to:
- increase the System Fee annually,
  - charge a key activation fee,
  - charge a late fee for any System Fee that is not paid as directed by the Organization, and
  - charge a fee for any payment that is returned unpaid or for insufficient funds or credit.
- d. Except as otherwise provided herein, Keyholder's obligation to make payments to or at the direction of Organization shall be absolute, unconditional, noncancelable and independent and shall not be subject to any setoff, claim or defense for any reason, including any claims Keyholder may have relating to performance or for loss or damage of or to the service or the equipment or any replacements.

### 5. TITLE AND USE

Keyholder hereby acknowledges and agrees that the Service, including all its components, and the Software, are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

### 6. RETURN OF SOFTWARE

At the expiration of the Term or upon termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall immediately return or delete such Software from all Devices or computers.

### 7. REPRESENTATIONS AND COVENANTS

Keyholder covenants and agrees:

- a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization in such proceeding.
- b. That neither Organization nor Supra shall not be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.



- c. That Keyholder will not:
  - i. use or gain access to the source code for the Software;
  - ii. alter, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software; or
  - iii. provide or otherwise make available the Software or any part or copies thereof to any third party.
- d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Software within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

## 8. DEFAULT

- a. Each of the following events shall be an Event of Default by Keyholder under this Agreement:
  - i. Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or
  - ii. the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default
- b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement and/or the Organization Lease.

## 9. RIGHTS AND REMEDIES

- a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:
  - i. terminate this Agreement and demand the return of any Software to Organization;
  - ii. terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software;
  - iii. direct Supra to deactivate Keyholder's access to the Service;
  - iv. bill the Keyholder for any outstanding amounts owed under this Agreement, and/or
  - v. take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.
- b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Software to Organization (or delete such Software) and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return or destroy the Software.
- c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Software within twenty-four (24) hours.
- d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Software or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.



- e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Keyholder understands that Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

## **10. ARBITRATION; LITIGATION**

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorneys fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorneys fees in such action and in any appeals.

## **11. NOTICES**

All notices hereunder shall be sent by

- i. hand-delivery,
- ii. facsimile,
- iii. certified mail, return receipt requested, postage prepaid, or
- iv. overnight delivery service, to the party being noticed at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing.

Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

## **12. TERMINATION**

- a. Keyholder may terminate this Agreement at any time by returning the Software to Organization or deleting the Software from all Devices and computers and paying Organization any amounts owing prior to such termination, including any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees which would have become owing after the date of termination of this Agreement are released and discharged by Organization.
- b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations set forth above in Section 10(a).
- c. Any unused portion of the System Fee for use of the Service previously paid shall be forfeited by Keyholder and Keyholder shall not be entitled to a refund.

## **13. WARRANTY**

The Equipment is warranted by Supra against defects in workmanship and/or materials, to be fit for its intended purpose and to conform in all material respects to its written specifications for the term of the License. Supra shall, without charge, repair or replace such defective or nonconforming Equipment for the term of the Agreement. Keyholder must return any defective or nonconforming system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all replacements to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of Software. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

#### **14. GENERAL PROVISIONS**

- a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Software and use of the Service.
- b. Provided that Keyholder has returned to Organization all Software previously licensed by Organization to Keyholder, all prior Agreements between Organization and Keyholder for such keys are hereby terminated effective as of the parties' execution of this Agreement.
- c. This Agreement shall be effective and binding upon the parties hereto when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.
- d. This Agreement shall be amended or modified only by a written agreement signed by Organization and Keyholder.
- e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- f. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- g. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- h. This Agreement shall be governed by the laws of the State in which Organization is located. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

[CONTINUED ON FOLLOWING PAGE]



**CCAR**  
CONTRA COSTA  
ASSOCIATION OF REALTORS®

This is a legal document. Execution of this Agreement, including the preceding 5 pages in addition to this page, shall obligate the parties to perform as provided herein.

## SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

### FOR KEYHOLDER:

Name: \_\_\_\_\_ Member Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(street) (city) (state) (zip code)

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR ORGANIZATION:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on May 24, 2025 unless terminated earlier as provided in Section 12 of the Agreement.