

#### **SPOKANE REALTORS® MEMBERSHIP APPLICATION**

#### **REALTOR®** Association Affiliation

Are you currently or have you ever been a member of a REALTOR® Association? Yes No					
If yes, check applicable bo	x: Spokane Other:	(specify)			
NRDS#:	_ Applying for Secondary Membership with	n Spokane REALTORS®? Yes No			
License Type: Designate	ed Broker Managing Broker Broker	Licensed or Certified Appraiser			

#### **Applicant Contact Information**

Name		Phone				
Address		City	State	Zip		
Email			Date of Birth			
Name of Firm			Firm Phone			
Firm Email	Address			City		
State Zip	Real Estate License Number		Appraisal Licens	e Number		

I hereby apply for REALTOR® membership in the Spokane REALTORS®, the Washington Association of REALTORS® and the National Association of REALTORS®. I agree to abide by the Constitution and Bylaws of the Association, the Code of Ethics of the National Association of REALTORS®, including the duty to arbitrate business disputes, and such other regulations as are, or from time to time may be, established. I irrevocably waive all claims against the Association or any of its officers, directors, employees or members, for any act in connection with the business of the Association, and particularly as to its or their acts in approving or failing to approve, suspending, expelling, or otherwise disciplining me as an applicant, or as a member.

I understand that I am required to attend new member orientation and that I am also required to complete a 7.5 clock hour Code of Ethics class as specified in the Association's bylaws as a continued condition of membership. 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 from time to time by the Board of Directors. I understand membership brings certain privileges and obligations that require compliance. Failure to meet these requirements may result in having my membership terminated.

Upon the expiration of said membership for any cause, I will discontinue the use of the term "REALTOR®" and I agree to delete the term from all advertising, business forms and office supplies.

I agree to attend the required new member orientation at which time I will receive the Bylaws of the Spokane REALTORS® and agree to read and abide by same. I agree that when accepted for Membership in the Association, I shall pay the fees and dues as are from time to time established by the Board of Directors.

By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Printed Name\_\_\_\_\_

Signature \_\_\_\_\_

\*Payments to the Spokane REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense.\*



## Spokane REALTORS® MLS PARTICIPANT AGREEMENT

THIS MLS PARTICIPANT AGREEMENT is made and entered into by and between the undersigned Participant in the Spokane REALTORS® Multiple Listing Service, hereinafter referred to as the "Participant", and the Spokane REALTORS®, a Washington nonprofit corporation, hereinafter referred to as the "Association";

WHEREAS, the Participant desires to be a Subscriber in the Multiple Listing Service maintained by the Association,

WHEREAS, the Association operates a multiple listing service ("Service" or "System") whose territorial jurisdiction is Spokane County, Washington. The Association provides such Service solely to its Participants, Subscribers and other parties authorized by the Association;

WHEREAS, the Participant has qualified as a Participant under the Bylaws of the Association;

WHEREAS, it is acknowledged by the parties that Association has a protectable interest in the security of the System and the data contained within the System; and

WHEREAS, Participant wishes to access and utilize such Service through a Participant Broker ("Participant").

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and provisions herein contained, and the mutual benefits to be derived wherefrom, the parties do hereby contract, covenant and agree as follows:

1. **PARTICIPATION**. The Participant hereby elects to participate in the Association's System.

2. MLS RULES AND REGULATIONS. The Participant agrees to abide by and conform to the MLS Rules and Regulations of the Spokane REALTORS® as in effect on this date and as, from time to time, amended and to comply with all terms and provisions thereof. The terms and provisions of said MLS Rules and Regulations are, by this reference, made a part hereof. The Participant acknowledges receipt of a copy of said MLS Rules and Regulations.

3. FEES AND CHARGES. The Participant shall timely pay all costs incident to participation in the System.

4.**ASSIGNMENTS**. This MLS Participant Agreement may not be assigned by the Participant. The rights of the Participant hereunder are personal to the Participant and may not be transferred either voluntarily or by operation of law.

6. **GENERAL PROVISIONS.** In the event it shall become necessary for either of the parties hereto to obtain the services of an attorney to enforce the provisions hereof or of the MLS Rules and Regulations of the Spokane REALTORS®, the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorney's fees and all court costs and other expenses incurred by the prevailing party. This MLS Participant Agreement is made in accordance with and it shall be interpreted and governed by the laws of the State of Washington. If any action or otherproceeding shall be brought on or in connection with this MLS Participant Agreement, the venue of such action shall be in Spokane County, Washington. Subject to the prohibition against assignments contained herein, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.



## Spokane REALTORS® MLS PARTICIPANT AGREEMENT

6. Participant represents and warrants that Participant holds a current, valid designated broker's license, is a member of a Board/Association in good standing and is capable of offering and accepting cooperation and compensation to and from other participants in the Association's System in accordance with the MLS Rules and Regulations; or Participant is a licensed or certified appraiser in the State of Washington.

7. If Participant is a member of another REALTOR® Association, Participant agrees as a condition of participation in the Association's System to be bound by the Code of Ethics on the same terms and conditions as Association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTOR® in accordance with the established procedures of the Association. Participant understands that a violation of the Code of Ethics may result in termination of MLS privileges and that Participant may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

IN	WITNESS	WHEREOF,	the	parties	have	executed	this	MLS	Participant	Agreement	as	of	the	day	of
				20											

Participant Name:	11
Signature: Firm :	



### Spokane REALTORS® MLS SUBSCRIBER (USER) AGREEMENT

THIS MLS SUBSCRIBER AGREEMENT is made and entered into by and between the undersigned Subscriber in the Spokane REALTORS® Multiple Listing Service, hereinafter referred to as the "Subscriber", and the Spokane REALTORS®, a Washington nonprofit corporation, hereinafter referred to as the "Association";

WHEREAS, the Subscriber desires to be a Subscriber in the Multiple Listing Service maintained by the Association,

WHEREAS, the Association operates a multiple listing service ("Service" or "System") whose territorial jurisdiction is Spokane County, Washington. The Association provides such Service solely to its Participants, Subscribers and other parties authorized by the Association;

WHEREAS, the Subscriber has qualified as a Subscriber under the Bylaws of the Association;

WHEREAS, it is acknowledged by the parties that Association has a protectable interest in the security of the System and the data contained within the System; and

WHEREAS, Subscriber wishes to access and utilize such Service through a Participant Broker ("Participant").

NOW, THEREFORE, for and in consideration of the recitations set forth above, the terms and provisions herein contained, and the mutual benefits to be derived wherefrom, the parties do hereby contract, covenant and agree as follows:

1. **REPRESENTATION OF SUBSCRIBER**. Subscriber represents and warrants that, as of the date set forth below, he/she is a real estate broker or an appraiser licensed or certified by the state of Washington and is affiliated with a Participant who is in good standing with an Association and will continue in such capacity at all times while this Agreement is in effect. If Subscriber at any time during the term of this MLS Subscriber Agreement is no longer affiliated with an MLS Participant in good standing, Subscriber agrees to notify the Association promptly.

2. **COMPUTER SYSTEM ACCESS**. The Association will issue one "Agent ID" number to Subscriber. Issuance of the Agent ID number will entitle Subscriber to access and use the System through a Systemcompatible computer using Subscriber's own Internet connection. Simultaneous access to the System by multiple persons using the same Agent ID is prohibited. THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF SUBSCRIBER AND SHALL NOT BE SHARED WITH OR USED BY ANY OTHER PERSON.

3. **MLS RULES AND REGULATIONS**. The Subscriber agrees to abide by and conform to the MLS Rules and Regulations of the Spokane REALTORS® as in effect on this date and as, from time to time, amended and to comply with all terms and provisions thereof. The terms and provisions of said MLS Rules and Regulations are, by this reference, made a part hereof. The Subscriber acknowledges receipt of a copy of said MLS Rules and Regulations.

4. FEES AND CHARGES. The Subscriber shall timely pay all costs incident to subscribing in the System.

5. **ASSIGNMENTS**. This MLS Subscriber Agreement may not be assigned by the Subscriber. The rights of the Subscriber hereunder are personal to the Subscriber and may not be transferred either voluntarily or by operation of law.



### Spokane REALTORS® MLS SUBSCRIBER (USER) AGREEMENT

6. **GENERAL PROVISIONS**. In the event it shall become necessary for either of the parties hereto to obtain the services of an attorney to enforce the provisions hereof or of the MLS Rules and Regulations of the Spokane REALTORS®, the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorney's fees and all court costs and other expenses incurred by the prevailing party. This MLS Subscriber Agreement is made in accordance with and it shall be interpreted and governed by the laws of the State of Washington. If any action or otherproceeding shall be brought on or in connection with this MLS Subscriber Agreement, the venue of such action shall be in Spokane County, Washington. Subject to the prohibition against assignments contained herein, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

7. If Subscriber is a member of another REALTOR® Association, Subscriber agrees to be bound by the Code of Ethics on the same terms and conditions as Association members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the Association. Subscriber understands that a violation of the Code of Ethics may result in termination of MLS privileges and Subscriber may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

8. Subscriber shall attend the required System training class at the Association. Subscriber shall pay the fees as from time to time established by the Board of Directors.

IN WITNESS WHEREOF, the parties have executed this MLS Subscriber Agreement as of the \_\_\_\_\_ day of .

Subscriber Name:
Signature:
Participant Name:
Signature:
Firm:

## **Spokane REALTORS®**

Designation of Designated REALTORS and Certification by Designated REALTOR

TO: The Principals of:

Pursuant to annual verification requirements contained in Bylaws Article VI, Section 6.10 and 6.11 we request that you complete and return this form to the Spokane REALTORS® office. DESIGNATION OF DESIGNATED REALTOR®. Pursuant to the Bylaws of the Association, which by this reference are made a part hereof, the undersigned principal(s) of the above named real estate firm do(es) hereby appoint: \_\_\_\_\_\_\_\_ as the Designated REALTOR® for said real estate firm. Said Designated REALTOR® is a REALTOR® member of the Association and holds a current and valid license as a real estate broker or current and valid license or certification as a licensed or certified real estate appraiser. The Designated REALTOR® and, unless otherwise notified in writing to the Association by the Designated REALTOR®, all licensees and licensed or certified appraisers employed by or affiliated with the above named firm are authorized to obtain goods and services from the Association for the account of said firm. The undersigned Designated REALTOR® does hereby consent to act as the Designated REALTOR® for said real estate firm and does hereby accept the responsibilities incident thereto under the Bylaws of the Spokane REALTORS®. This designation shall remain in full force and effect until such time as it may be revoked in writing by the Designated REALTOR® or superseded by a subsequent designation in writing of a Designated REALTOR® for said real estate firm.

Designated REALTOR®			
	Printed Name	Signature	Date
Principal			
	Printed Name	Signature	Date
Principal			
	Printed Name	Signature	Date
Principal			
	Printed Name	Signature	Date

\*If the Designated REALTOR® is also a Principal his/her name and signature must also be indicated as a Principal as well as Designated REALTOR®\*

CERTIFICATION OF LICENSEES BY DESIGNATED REALTOR®. The following is a true and complete list of the names of all licensees employed by or affiliated as independent contractors and licensed or certified appraisers with the above named real estate firm or otherwise licensed to the Designated REALTOR® on this date. Please note: If you have a licensee(s) member or non member that has membership in another Board/Association (primary or secondary), please indicate the Board/Association next to their name on the form.

Name of Licensee	Name of Licensee	Name of Licensee
-		

# 2024 REALTOR® Member Fee Schedule



