



NEW MLS ONLY MEMBER
-PRIMARY WITH ANOTHER ASSOCIATION-

**Must have active license with North Carolina
Real Estate Commission**

Note: We require a Letter of Good Standing from primary Association.

Application Packet Includes

MLS Agreement, Member Data Sheet, and Sentrilock Agreements (if applicable)

Please fill out all forms in their entirety!

- One time MLS application fee of \$250
- MLS and Sentrilock Fees per Proration Chart attached
- BIC must be an MLS Only or Secondary Member also. Separate fees/dues will apply.

NOTE: If office is not listed in NCRMLS, a new office fee of \$1500 will apply.

MEMBER DATA SHEET

PLEASE PRINT CLEARLY - INDICATE HERE HOW YOU WOULD HAVE IT APPEAR ON THE MLS

Name: _____

Office Name: _____

Office Address: _____

Office Phone #: _____ Office Fax #: _____

E-Mail Address: _____

Web Page: _____

OTHER INFORMATION:

RE License #: _____ License Type: _____

Home Address: _____

Home mailing address is different from address above _____

Home Phone #: _____

Additional phone #: _____ Type: _____

Are you getting Sentrilock Access? Yes No

If so, indicate your 4 digit pin # _____ (it can not begin with a 0 or be 1234 or 4321)

*****below is for CCMLS use
only***** NRDS # _____ Login name
____ ncr.c _____ Primary _____ Secondary _____ MLSONLY _____
NONMLS _____ AFFILIATE _____

TERMS & CONDITIONS

- If my application is approved, I agree as a condition of membership to complete the CCAR Orientation/Ethics course within 90 days of application date, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the National Association of REALTORS®, including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the Association and the Constitution, Bylaws and Rules and Regulations of the Carteret County Association of REALTORS® and the National Association of REALTORS®.
- I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws, Rules and Regulations, and duty to arbitrate, all as from time to time amended.
- Finally, I consent that and authorize the Association, through its Membership Committee or otherwise to invite and receive information and comment about me from any Member or other person, and I agree that any information and comment furnished to the Association by any Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel or defamation of character.

NOTE: Applicant acknowledges that if accepted as a Member and he/she subsequently resigns or is expelled from membership in the Association with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon applicant's verification that he/she will submit to pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or, if applicant resigns or is expelled from membership without having complied with an award in arbitration, the Board of Directors may condition the renewal on his/her payment of the award, plus any costs that have previously been established as fee and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

I hereby certify that the 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 agree that, if accepted for Membership in the Association, I shall pay dues and fees from time to time as established.

I understand that Dues and Fees are non-refundable.

Do you hold, or have you ever held, a real estate license in any other state? Yes No

Have you or your firm been found in violation of state real estate licensing regulations within the last three years? If yes,

_____ Yes _____ No (initial) I agree, as a member of the Carteret County Association of REALTORS, Inc. to allow any digital images (photographs or videos) of me to be used by CCAR in public relations matters, including newspapers and social media (i.e., Facebook).

_____ Yes _____ No (initial) I agree, as a member of the Carteret County Association of REALTORS, Inc. to release of professional information for the purpose of Association related Press Releases and/or for submission of my name in consideration of any real estate related award.

Signature of Applicant: _____ Date: _____

Signature of Designated Broker: _____ Date: _____

7. MLS may incur as a result of any claim that the MLS did not have the right to utilize any such image according to the license herein granted.
8. The Participant or Subscriber agrees not to sell MLS data or to recompile MLS data, derive products or analyses from the MLS data, or distribute in written, printed or electronic form, proprietary or copyrighted information of the MLS other than the Participant or Subscriber's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the MLS and the property owner whose information is so disseminated, except for appraisal or comparative market analysis ("CMA") purposes or the marketing of properties or prospective purchasers or tenants.
9. The Participant agrees to pay the MLS for all fees incurred for the use of the MLS for each of his or her Subscribers.
10. The Participant agrees to take full responsibility for actions taken by any of his or her Subscribers, and will do everything in his or her power to ensure that his or her Subscribers follow the MLS Rules.
11. The Subscriber acknowledges and understands that in addition to his or her own responsibility for complying with all MLS rules, regulations, bylaws and policies as set forth more fully above, his or her Participant is fully responsible for the Subscriber in matters pertaining to the MLS.
12. The Participant agrees to take full responsibility for any persons other than Subscribers contracted or employed by the Participant or his or her Subscribers, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.
13. The Subscriber acknowledges and understands that the Participant is fully responsible for any other persons contracted or employed by the Participant or the Subscriber, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of the MLS.
14. The Subscriber or Participant agrees to abide by all relevant Bylaws, Rules and other obligations of membership including the payment of fees. If the Participant or Subscriber is a REALTOR® member of a board or association other than CCAR, the Participant or Subscriber further agrees to be bound by the Code of Ethics on the same terms and conditions as CCAR 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 CCAR. The Participant or Subscriber (whether a CCAR member or not) understands that a violation of the Code of Ethics could result in termination of the Participant or Subscriber's MLS privileges and the imposition of an administrative processing fee of up to \$500 in addition to any discipline, including fines, that may be imposed.
15. The Participant or Subscriber confirms that he/she currently, and will on a continual and ongoing basis in the operation of his/her real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants or Subscribers through the MLS. Participant or Subscriber agrees that he/she must continue to engage in such activities during his/her participation in the MLS, and acknowledges that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

CRYSTAL COAST MLS, INC.® SENTRILOCK SYSTEM RULES

1) All Sentrilock Lockboxes provided by the MLS are, and will remain, the property of the Crystal Coast MLS, Inc. (CCMLS). This service is being provided for the use of authorized licensees and employees consistent with **Part two – H. Lockbox/Key Repositories** in the NAR Handbook on Multiple Listing Policy. These items may not be lawfully bought, used or sold by any other party and must be returned to the Association office promptly upon membership termination. If the Lockbox is not returned upon membership termination, CCMLS is authorized to charge the full cost of the item and/or file a stolen property report with the local authorities, at the ex-member's cost.

2) A \$110 non-refundable yearly subscription fee, which will be prorated on a monthly basis for new participants and subscribers to the Sentrilock program, are required for Sentrilock Access.

3) A \$250 deposit will be required for a new Participant/Firm to receive lockboxes. The deposit will be refunded after the return of all boxes assigned to Designated REALTOR® Participant or person designated by the Participant. Boxes must be in clean operating condition, unless accompanied by a support ticket from Sentrilock. The Broker-In-Charge (BIC) can designate another CCMLS member who participates in the Sentrilock system to be the responsible party for the lockboxes loaned to the firm.

The Participant/Firm or their designee will be the responsible party for maintaining the inventory of the lockboxes loaned to the firm and agrees to respond in a timely manner to all audit requests and inquiries in regards to the lockboxes loaned to the firm. The Participant/Firm or their designee must hold/maintain an active CCMLS Sentrilock account. Each lockbox placed on a property must be assigned to the appropriate MLS listing on the Sentrilock website.

4) All Lockbox holders (Designated REALTOR® Participant or person designated by the Participant) are subject to an annual audit and to a random audit of the Lockboxes assigned to them at any time. The Lockbox holder will account to CCMLS for each Lockbox assigned to them by serial number within thirty (30) days of receipt of the audit request. **If an Audit is not returned within the 30-day time period, a fine of \$50 will be imposed on the Participant/Firm.** The Participant/Firm will reimburse CCMLS, at the current replacement cost, for any Lockboxes not accounted for at the conclusion of the audit. If the lockbox holder provides a police report for stolen lockboxes or a police or fire report for destroyed lockboxes, the replacement cost will be waived.

Unaccounted for Lockbox Billing: (a) If invoice for unaccounted Lockboxes is not paid within 30 days, a late fee of \$50 will be assessed to the invoice (b) If invoice is not paid within 60 days and amount due is under \$500, a fine of \$100 will be assessed to the Participant/Firm (c) If invoice is not paid within 60 days and amount due is over \$500, Participant/Firm's information will be sent to a collection agency to recover the amount due. (d) If invoice is not paid within 60 days and Participant/Firm is no longer active, and the amount due is under \$500, the \$250 deposit at time of Lockbox initiation will be taken as payment. (e) If invoice is not paid within 60 days and Participant/Firm is no longer active, and the amount due is over \$500, the \$250 deposit at time of Lockbox initiation will be taken as payment along with Participant/Firm's information sent to a collection agency to recover the remaining amount due.

Upon request of CCMLS, Lockbox holders will submit any requested lockboxes to the Association Office within 48 hours of request or will be fined \$250.

5) Lockboxes will be distributed as needed with the following limitations for Participant/Firm's with over 10 lockboxes. The Firm's number of active listings: Residential, Time Share/Fractional, Multi-Family and Commercial listings will be totaled. Each Participant/Firm may keep that number of lockboxes plus an additional 10 lockboxes in their inventory. (I.E. Firm has 100 qualifying listings in inventory, can keep 120 lockboxes.) Lockboxes over this number must be returned to CCMLS at audit time or upon CCMLS' request.

6) All Sentrilock Lockboxes will be returned to the Association in good operating condition, unless accompanied by a support ticket from Sentrilock. If the Lockbox is not in a clean and working condition, a \$50 fine will be imposed to the Participant/Firm. If the Lockbox has been tampered with by Agent or Seller and broken into, then the Lockbox is considered theft and SentiLock will not replace the Lockbox. A \$50 fine will be imposed to the Participant/Firm who brings in such Lockboxes.

7) Any defective Lockbox is to be reported first to Sentrilock and if deemed defective and under warranty, Sentrilock will request removal by a locksmith. If the lockbox is **not** under warranty the lockbox holder is responsible for removing the lockbox. In the event the lockbox cannot be removed by the lockbox holder, the defective lockbox will be reported to CCMLS, who will request a locksmith to remove the lockbox. The cost of the locksmith will be billed to the responsible Participant/Firm. The lockbox holder is responsible for replacing batteries and other upkeep to the lockboxes they hold. CCMLS will provide a reasonable number of

- batteries for the number of lockboxes assigned to Designated REALTOR® Participant or person designated by the Participant.
- 8) The Designated REALTOR® Participant of each participating office will be responsible for notifying CCMLS *in writing* of the departure of any licensed or employed Sentrilock User within three (3) business days of the severance date.
- 9) The Designated REALTOR® Participant of each participating office will be responsible for notifying CCMLS in writing of the dissolution of their office and will be responsible for the return, in clean operating condition, of all assigned Lockboxes or will pay the current lockbox replacement cost unless box(s) is accompanied by a support ticket(s) from Sentrilock.
- 10) The Designated REALTOR® Participant of each participating office will be responsible for notifying CCMLS in writing of the termination of their personal &/or office CCMLS membership.
- 11) A Designated REALTOR® Participant who opts out of the Sentrilock Lockbox program must return all Lockboxes in clean operating condition, unless box(s) is accompanied by a support ticket(s) from Sentrilock within three (3) business days of the opt-out notification.
- 12) Each Sentrilock User is responsible for notifying CCMLS *in writing* within three (3) business days of any change of office or inactivation of their license.
- 13) A fine, as indicated, may be imposed on any responsible Lockbox or Sentrilock User for a violation of these rules. The Sentrilock User may appeal any fine in writing to the MLS Committee.

You are subject to the Fines/Sanctions as set forth by the Cooperating Association/MLS's policy from which the lockbox is administered.

1. Any Member who fails to secure a property after showing may be required to appear before the local Association that administers the lockboxes for possible sanctions for the violation of these Rules and Regulations, as provided herein.
2. Existence of a Lockbox on a property does not automatically grant access to agents.

Appointments for showings with the seller for the purchase of listed property filed with the Association/MLS's service shall be conducted through the listing broker, except under the following circumstances:

- a) the listing broker gives the cooperating broker specific authority to show directly, or
 - b) contact your applicable showing service to schedule all showings in the MLS;
 - c) after reasonable effort, the cooperating broker cannot contact the listing broker or his representatives; however, the listing broker, at his option, may preclude direct contact.
3. Sentrilock Users are required to use the lockbox, even when the occupant lets them in, for accurate recording keeping.
 4. Lockboxes may be placed on any property type referred to in the NCRMLS Rules, for sale or for rent.
 5. No lockboxes are allowed on "coming soon" listings.
 6. Except for model homes, lockboxes must be removed from any expired, sold, cancelled, or rented listings within three business days. If the lockbox is not removed, a Sentrilock User may call the Association/MLS office, obtain a shackle release code and return the box to the Association/MLS office.
 7. All lockboxes must be obtained from the Association/MLS where the member holds MLS membership. Your access to the Sentrilock system is thru the Association/MLS where membership is held.

Cooperating Associations:

Carteret Rules: 252-247-2323

Wilson Rules: 252-243-2966

Jacksonville Rules: 910-347-6556

Neuse River Regional Rules: 252-636-5364

Topsail Rules: 910-329-1406

Washington Beaufort: 252-923-0889

By signing this agreement, I agree to abide by the Rules and Regulations for any Sentrilock box, I choose to access, that belongs to the Carteret County Association of REALTORS® /Crystal Coast MLS (CCMLS), Jacksonville Board of REALTORS® (JBOR), Topsail Island Association of REALTORS® (TIAR), Neuse River Region Association of REALTORS® (NRRAR), Wilson Board of REALTORS® (WBOR),

Washington Beaufort County Board of REALTORS® (WBCBOR) and any additional Signatories to the Cooperative Sentrilock Agreement.

I understand that I am responsible for becoming familiar with the rules set out in the attached document as well as the rules of each individual Association/MLS. I will be responsible for any violation that I incur while accessing lockboxes belonging to any of the above-named Associations/MLS'.

The undersigned hereby agrees to the CCMLS Sentrilock User and Lockbox Rules and the Fees and Fines. The undersigned further agrees that fees and fines are subject to change in accordance with MLS rules and regulations.

Agent Name: _____

Primary Association/MLS: _____

Company: _____

Email: _____

Phone #: _____

4 Digit Pin#: _____ (can not begin with 0 or be all consecutive numbers i.e. 1234)

Sentrilock User Signature

Date