

REALTOR® and Appraiser Membership Information

QUALIFICATIONS FOR MEMBERSHIP:

Bylaws: Article IV, Section 1

(a) **REALTOR® Members.** REALTOR® Members, whether primary or secondary shall be:

- (1) Individuals who, as sole proprietors, partners, corporate officers, or branch office managers, are engaged actively in the real estate profession, including buying, selling, exchanging, renting or leasing, managing, appraising for others for compensation, counseling, building, developing or subdividing real estate, and who maintain or are associated with an established real estate office in the State of Michigan or a state contiguous thereto. All persons who are partners in a partnership, or all officers in a corporation who are actively engaged in the real estate profession within the State or a state contiguous thereto shall qualify for REALTOR® Membership only, and each is required to hold REALTOR® Membership (except as provided in the following paragraph) in a Board of REALTORS® within the state or a state contiguous thereto unless otherwise qualified for Institute Affiliate Membership as described in Section 1(b) of Article IV.

Bylaws: Article V, Section 1

Section 1. Application.

An application for Membership shall be made in such manner and form as may be prescribed by the Board of Directors and made available to anyone requesting it. The application form shall contain among the statements to be signed by the applicant (1) that applicant agrees as a condition to Membership to thoroughly familiarize him/herself with the Code of Ethics of the National Association of REALTORS®, the Constitutions, Bylaws, and Rules and Regulations of GKAR, State and National Associations, and if elected a Member, will abide by the Constitutions and Bylaws and the Rules and Regulations of GKAR, State and National Associations, and if a REALTOR® Member, will abide by the Code of Ethics of the National Association of REALTORS® including the obligation to arbitrate controversies arising out of real estate transactions as specified by Article 17 of the Code of Ethics, and as further specified in the *Code of Ethics and Arbitration Manual* of the National Association of REALTORS®, as from time to time amended, and (2) that applicant consents that GKAR, through its Membership Committee or otherwise, may invite and receive information and comment about applicant from any Member or other persons, and that applicant agrees that any information and comment furnished to GKAR by any person in response to the invitation shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character. The applicant shall, with the form of application, have access to a copy of the Bylaws, Constitutions, Rules and Regulations, and Code of Ethics referred to above.

ORIENTATION:

Policy: Membership, Orientation (pg. 18)

GKAR shall provide an Orientation program of which all sessions are required. Orientation must be completed within two consecutive orientation courses of Membership application. Instructors are appointed and reviewed by the Chief Executive Officer and are required to report any person arriving at class late or leaving class before adjournment. Discipline shall be subject to Chief Executive Officer's review. Non-staff instructors will be compensated, the amount to be determined by the Chief Executive Officer. (*Amended 9/13*)

REGISTRANT:

Policy: Membership, Registrants (pg. 18)

A registrant is a person with an active real estate license, who is associated with a member firm, but does not hold Membership in GKAR.

The Designated Broker shall register such persons with GKAR upon receipt of their license from the State and shall be directly responsible for all fees, dues, and acts of that person until such time as they are approved for Membership or reinstated to Membership.

A Member suspended or expelled for any reason shall revert to registrant status and the Designated Broker shall be responsible for all fees, dues, and acts of that person, providing the person's license has not been returned to the State.

NEW MEMBERS AND DROPS:

User fees for Members added during the month will begin the first of the month following election unless previously registered. If a Member drops during the month, no credit is issued for the remainder of the month.

TRANSFERS:

Policy: Membership, Termination Notification (pg. 19)

REALTOR® transfer requests must be received by GKAR five (5) business days following a termination to be exempt from the New Membership application process. (*Added 8/15*)

DUES AND/OR USER FEES PAYABLE:

Bylaws: Article X, Section 3

Local dues for all Members shall be payable annually in advance on the tenth day of September of each year. State and National dues shall be payable annually in advance on the tenth day of September. User Fees shall be payable monthly in advance on the first day of each month.

MONTHLY FEES:

A monthly User Fee is charged to each licensee (Brokers and salespeople) in the office. The fee may be increased or decreased by action of the Board of Directors based on the budget. A monthly administrative fee is charged to the Broker at each office.

REALTOR® and Appraiser Membership Information

PAST DUE ACCOUNTS POLICY:

Policy: Financial, Past Due Accounts Policy (pg. 16)

When an office account is 30 days past due, a letter will be sent and a phone call will be made to inform the broker that MLS services will be cut off if and when the account becomes 60 days past due.

When an office account is 60 days past due, MLS services will be terminated and a registered letter will be sent informing the broker that membership will be automatically terminated if and when the account becomes 90 days past due.

When an office account is 90 days past due, Membership will automatically terminate.

When Annual Dues become 30 days past due, MLS services will be terminated and a registered letter will be sent informing the broker that Membership will be automatically terminated if and when the Annual Dues becomes 60 days past due. (*Amended 6/11*)

GKAR will impose an MLS reconnection fee of \$50 for any office or individual that has been disconnected from MLS services due to non-payment of fees, plus \$25 per licensee, as well as require that the account be brought current before restoring MLS services.

As a Member, the following services are available to you:

MI AND NATIONAL ASSOCIATION OF REALTORS®:

As a Member of GKAR you also hold Membership in Michigan REALTORS® (mirealtors.com) and the National Association of REALTORS® (NAR.realtor), and have their services available to you. Please log into these websites and register as a Member once you have completed the GKAR Membership process.

CODE OF ETHICS ENFORCEMENT:

The Greater Kalamazoo Association of REALTORS® has a Grievance and Professional Standards Committee responsible for Members and public complaints, and conducting arbitrations between GKAR Members and Members of the public.

ARBITRATION:

Bylaws: Article 7, Section 2

Included in the Buy & Sell Agreement is an Agreement for Arbitration. This is a separate voluntary agreement between the Buyer(s), Seller(s), and/or the Broker(s). In arbitration, a dispute is referred to a neutral third party under the Auspices of the American Arbitration Association. All types of disputes relating to the physical condition of the property may be submitted. Other disputes include fraud, misrepresentation, and deposit funds.

VOTING PRIVILEGES:

Bylaws: Article 6, Section 6

REALTOR® Members, whether primary or secondary, in good

standing whose financial obligations to GKAR are paid in full shall be entitled to vote in GKAR Elections and to hold elective office in GKAR.

WITHDRAWAL:

A Member may withdraw from Membership for up to three years providing the Member is not actively engaged during that period; the Designated REALTOR® shall provide evidence that the license has been sent back to the State.

Any time during the three-year-period, the Member may request reinstatement to Membership without

incurring the New Member fee subject to the approval of the Membership Committee and a two thirds (2/3) vote of the Board of Directors present.

The right to reinstate Membership without being subject to the New Member fee can only be exercised once during your Membership. When absence from Membership in the Association exceeds three (3) years, the standard Membership fee and procedures shall be required.

TRANSFERRING FROM ANOTHER ASSOCIATION:

Credit will be given for initiation fees paid to another board/association within Michigan Regional Information Center (MichRIC) if the applicant is a current Member of that board/association, up to, but not to exceed the GKAR initiation fees.

MichRIC is made up of eleven Boards/Associations which are the Battle Creek Area Association of REALTORS®, Branch County Board of REALTORS®, Grand Rapids Association of REALTORS®, Greater Kalamazoo Association of REALTORS®, Hillsdale County Board of REALTORS®, Mason Oceana Manistee Association of REALTORS®, Montcalm County Association of REALTORS®, St. Joseph County Association of REALTORS®, SouthWestern Michigan Association of REALTORS®, Western Michigan Lakeshore Association of REALTORS® and West Central Michigan Association of REALTORS®.

CRITERIA FOR REALTOR® MEMBERSHIP:

Bylaws Article 5, Sections 1 & 2

1. Provide valid real estate or appraiser license
2. Place of business within the state of Michigan
3. No record of official actions involving unprofessional conduct
4. Letter of Good Standing from previous association (if applicable)
5. Completion of the GKAR New Member Orientation
6. Signified his/her intention to abide by the National Association of REALTORS® Code of Ethics
7. Signified their intention to abide by the Constitution, Bylaws, Policies, and Rules and Regulations of the Local Association, State Association, and National Association of REALTORS®

Application for REALTOR® or Appraiser Office Membership

I hereby apply for REALTOR® and/or Office Membership in the Greater Kalamazoo Association of REALTORS®, enclosing payment in the amount of a one-time \$500 New Member fee, \$500 New Office application fee and \$_____ * for my annual dues payable to the Greater Kalamazoo Association of REALTORS® (GKAR). I understand that my dues will be returned to me in the event of non-election and that the application fee is non-refundable. I will attend orientation within **two consecutive orientation courses** of membership application. Failure to meet this requirement may result in termination of my membership. In the event of my election, I agree to abide by the Code of Ethics of the National Association Of REALTORS®, which includes the duty to arbitrate (or to mediate if required by the Association) and the Constitution, Bylaws, and Rules and Regulations of the above named Association, the State Association, and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws, and Rules and Regulations. I understand membership brings certain privileges and obligations that require compliance. 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 timeframe established in the Association's Bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the Association's Bylaws as a continued condition of membership.

NOTE: Applicant acknowledges that the Association will maintain a membership file of information which may be shared with other Associations where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of Code of Ethics violations, and violations of other membership duties within the past three years, pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties; incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to the Association or its MLS.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns 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 proceeding 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®.

*Amount shown is prorated according to month joining unless membership was held the previous year.

Monthly	NAR Dues	MR Dues	GKAR Dues	Total	2021 Dues	Total
January	\$185.00	\$223.00	\$310.00	\$718.00		
February	\$172.50	\$210.50	\$284.17	\$667.70		
March	\$160.00	\$198.00	\$258.33	\$616.33		
April	\$147.50	\$185.50	\$232.50	\$565.50		
May	\$135.00	\$173.00	\$206.67	\$514.67		
June	\$122.50	\$160.50	\$180.85	\$463.85		
July	\$110.00	\$148.00	\$155.00	\$413.00		
August	\$ 97.50	\$135.50	\$129.17	\$362.17	\$735.00*	\$1097.17
September	\$ 85.00	\$123.00	\$103.33	\$311.33	\$735.00*	\$1046.33
October	\$ 72.50	\$110.50	\$ 77.50	\$260.50	\$735.00*	\$995.50
November	\$ 60.00	\$ 98.00	\$ 51.67	\$209.67	\$735.00*	\$944.67
December	\$ 47.50	\$ 85.50	\$ 25.83	\$158.83	\$735.00*	\$893.33

*\$735 Includes 2021 NAR/MR/GKAR Dues and \$47 RPAC contribution.

Application for REALTOR® or Appraiser Office Membership

Designated REALTOR® Personal Information:

First Name:	Middle Name:	Last Name:
Nickname:	DOB:	SS #:
Home Address:		
City:	State:	Zip:
Preferred Phone:	Preferred Email Address:	
Preferred Mailing Address:	<input type="checkbox"/> Home <input type="checkbox"/> Office	
Real Estate License #:		
Appraisal License #:		

New Office Information:

Office Name:		
Office Address:		
City:	State:	Zip:
Office Phone:	Website Address:	
License #:	Your Position:	
Names of additional Partners / Office Managers (if applicable):		
Is the Office Address, as stated, your principal place of business?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
If not, or if you have any branch offices, please indicate and give address:		

Applicant Information:

Are you presently a member of any other associations of REALTORS®?: <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name of association:
Type of membership held:
Have you been found in violation of the Code of Ethics or other membership duties in any association of REALTORS® in the past three years or are there any such complaints pending?: <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details:
If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #:
If yes, previous real estate firm:
Number of years engaged in the real estate business:
Last date (year) of completion of NAR's Code of Ethics training requirement:
Have you ever been refused membership in any other associations of REALTORS®?: <input type="checkbox"/> Yes <input type="checkbox"/> No

Application for REALTOR® or Appraiser Office Membership

Applicant Information:

If yes, state the basis for each such refusal and detail the circumstances related thereto:

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

If yes, where:

Have you been found in violation of state real estate licensing regulations or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last 3 years?: ☐ Yes ☐ No

If yes, provide details:

Have you ever been convicted of a felony?: ☐ Yes ☐ No

If yes, provide details:

Are you a Veteran?:

List additional languages spoken that you would like advertised on REALTOR.com:

By being the Designated REALTOR® and or responsible REALTOR® member, I agree to assume all responsibility for the dues & fees for each licensee associated with my office.

_____ Yes _____ Initial here

Are you, or is any real estate firm in which you are a sole proprietor, general partner or corporate officer, involved in any pending bankruptcy or insolvency proceeding or been adjudged in the past three (3) years?

_____ Yes _____ No

If “Yes”, please specify the place(s) and date(s) of such action, and detail the circumstances relating thereto: (attach separate sheet)

NOTE: Applicant acknowledges that if the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, or corporate officer is involved in any pending bankruptcy or insolvency proceedings or had been adjudged bankrupt in the past three (3) years, the Board may require, as a condition of membership in the Association, that the member may be placed on a “cash basis” from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

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 established annually by the Board of Directors. I understand that GKAR bills and collects the annual dues, according to Article X, Section 2 in GKAR Bylaws. I understand that I am paying prorated dues for this year and if I am unable to pay the dues for next year according to Article X, Section 2 in GKAR Bylaws, I am not entitled to a refund of this year’s dues or access to MLS services for the rest of the year.

NOTE: Payments to the Greater Kalamazoo Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds will be granted.

By signing below I consent that the REALTOR® Associations (national, state, local) 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.

Signature: _____ Date: _____

GKAR LOCKBOX SYSTEM AGREEMENT

Excerpts from MLS Rules and Regulations

Section 21.1 Lockbox Equipment: The Association has ownership to the entire Lockbox System. The Smart Cards are owned by the Association and supplied to authorized users under the Greater Kalamazoo Association of REALTORS® Lockbox System Agreement. Lockboxes owned by the Association that are authorized for use can be recalled at any time.

GKAR will monitor Lockbox distribution and may require Lockboxes to be returned to the MLS office within ten (10) calendar days of notification.

No more than one Smart Card shall be supplied to an authorized user.

Section 21.2 Eligibility: The Lockbox System, including the SentiSmart mobile application, is a service of GKAR for the MLS Broker Participants as stipulated under the Greater Kalamazoo Association of REALTORS® Lockbox System Broker Agreement. Every non-principal broker, Broker shall not permit any person to use the Lockboxes or the System other than “Broker’s Office Users.” A “Brokers Office User” is defined as an individual who is an associate broker or salesperson whose license is held by Broker or a member of Broker’s clerical/support staff, sales licensee, and licensed appraiser who is affiliated with a participant and who is legally eligible for access shall be eligible to hold a Smart Card subject to their execution of the Greater Kalamazoo Association of REALTORS® Lockbox System User Agreement.

Section 21.3 Authorization: GKAR will enforce all of the terms and provisions contained in the Lockbox System Agreements. If a Participant ceases to have a current or valid agreement, the Participant shall still be bound by these *MLS Rules and Regulations* so long as such Participant is in possession of a Smart Card or Lockbox. Violation or breach of the terms and conditions of the Lockbox System Agreement shall be deemed violations of these *MLS Rules and Regulations*.

GKAR may refuse the authorized use of a Smart Card, may terminate existing authorization, and may refuse to activate or reactivate any Smart Card held by an individual convicted of a felony or misdemeanor if the crime, in the determination of GKAR, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

GKAR may suspend the right of Smart Card authorized users to use Lockbox Smart Card or SentiSmart mobile application following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of GKAR, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determination include, but are not limited to:

- a. the nature and seriousness of the crime
- b. the relationship of the crime to the purposes for limiting Lockbox access
- c. the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- d. the extent and nature of past criminal activity
- e. time since criminal activity was engaged in
- f. evidence of rehabilitation while incarcerated or following release and evidence of present fitness

GKAR may, at its discretion, authorize the use of a Smart Card or SentiSmart mobile application to unlicensed personal assistants who are under the direct supervision of an Association REALTOR® member, on the same terms and conditions as REALTOR® members, provided a Lockbox System Agreement is signed by the

Initials _____

applicant and the firm's Designated REALTOR® for whom the licensed designee works signs the "Authorization for Personal Assistant to Hold Key" form.

All parties who sign the Lockbox System Agreement on behalf of an unlicensed assistant as well as the unlicensed assistant themselves are responsible for any violations.

GKAR may, at its discretion, authorize the use of a Smart Card or SentiSmart mobile application to Business Partner Members of GKAR who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, a Lockbox System Agreement shall be signed by user and by a principal, partner, or corporate officer of the authorized user's firm.

Section 21.4 Smart Card Fees: The fees as set from time to time by the Association for the Smart Cards may be higher for Non-Participating Members than for Participating Members.

Section 21.5 Unauthorized Use: Smart Cards, or codes, or access through the SentiSmart mobile application may not be used under any circumstances by anyone other than the authorized user, except as provided elsewhere in this statement of policy. If it is determined that a GKAR Participant or authorized user entered a property without the owner's or listing broker's/agent permission, this shall be considered a violation of MLS Policy and subject to a fine not to exceed \$1,000. *(Amended 03/14)*

Participants may use the SentiSmart mobile application with their log in credentials. The mobile application is not to be shared among participants, only the authorized user may be signed in. A fine, not to exceed \$1,000, as well as penalties, may be levied by the Association in the misuse and compromise of the Lockbox System. Authorized user shall will not write their Personal Identification Number (PIN) number on the Smart Card or share their SentiSmart mobile application login information. To do so compromises the security of the entire Lockbox System. A fine, not to exceed \$1,000, as well as penalties, may be levied by the Association in the misuse and compromise of the Lockbox System.

Lockboxes may not be placed on a property without written authority from the seller(s), as established in the listing contract or in a separate document. These documents may be audited periodically by the MLS department. A fine may be levied by the MLS Department for any missing or non-existent paperwork.

THE UNDERSIGNED ACKNOWLEDGES REVIEWING AND WILL COMPLY WITH GKAR'S LOCKBOX SYSTEM. THESE POLICIES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE MLS RULES AND REGULATIONS.

User Desired Pin #: _____

Print Authorized User Name: _____

Print Office Name: _____

Authorized User Signature: _____

Date: _____