



AIR Commercial Real Estate Association

APPLICATION FOR MEMBERSHIP

- Industrial
- Commercial

Name:	Date of Birth:	Date of Application:
California License: <i>(PLEASE ENCLOSE A COPY OF YOUR BROKER/SALES LICENSE)</i> Broker License Number: _____ Date Issued: _____ Sales License Number: _____ Date Issued: _____		
Name of Your Firm:		
Address of Your Firm:		E-mail Address:
Business Phone:	Position in Firm:	Years Associated:
Business Fax:		
Residence Address:		Residence Phone:
Please indicate your ethnic origin: <i>(Optional)</i> <input type="checkbox"/> (1) Black, non-Hispanic <input type="checkbox"/> (4) American Indian/Alaskan Native <input type="checkbox"/> (7) Other: _____ <input type="checkbox"/> (2) Asian/Pacific Islander <input type="checkbox"/> (5) Non-resident alien (International) <input type="checkbox"/> (3) Hispanic/Latino <input type="checkbox"/> (6) White/Caucasian, non-Hispanic		
AIR Requirements: Date of last Orientation: _____		
Experience: Are you actively engaged in industrial or commercial real estate brokerage? Yes <input type="checkbox"/> No <input type="checkbox"/> Please explain:		
Employment: <i>(List name, address, position and tenure of employment over the last five years, excluding your present firm)</i>		

Personal Information:

1. Has your real estate license ever been restricted, suspended and/or revoked in California or any other state?

Yes No

If yes, please provide details:

2. Has an ethics complaint involving a real estate transaction ever been filed against you in any real estate organization?

Yes No

If yes, please provide details:

Applicant's Statement:

(Please read carefully and sign where indicated)

1. The information provided in this application, including the transaction summary attached, if applicable, is complete and correct to the best of my knowledge. AIR is given authority to investigate the information.
2. All reasonable additional information required by the Membership Committee in support of this application will be supplied by me upon request.
3. I understand that all information provided in connection with my application is for the sole purpose of assisting the Membership Committee to determine my eligibility for membership and that it will be held as strictly confidential.
4. In the event my membership is terminated, I agree to return to AIR my certificate or other evidence issued by AIR at testing to my membership.
5. I waive all claims against AIR or any of its officers, employees, members or agents, as individuals or as a group, for any act in connection with the business of the Association, and particularly as to its or their acts in admitting or failure to admit me as a member, or in disciplining me as a member, including the publishing of notice of the suspension or termination of membership status as provided in Section 8.4 (b) of the AIR Rules of Professional Conduct.
6. I represent that there are no judgments or other legal actions, including bankruptcy, pending against me as of the date of this application.
7. I represent that there are no pending ethics complaints against me before any real estate organization.
8. I agree to the Bylaws of the Association, its Rules of Professional Conduct, its regulations and operating policies.
9. I agree to submit to binding arbitration in accordance with the Bylaws of the Association and its manual for arbitration.
10. My non-refundable application fee of \$50.00 is enclosed with this application and I understand that I will be charged a fee of \$150.00 to complete an orientation.
11. I agree to defend and indemnify AIR and/or Xceligent, Inc. and their officers, employees, members or agents against any claim, action or proceeding based, in whole or in part, upon the alleged inaccurate or incomplete information of any kind in the CDX as to a property for which I provided information, verbally or in writing, to Xceligent, Inc.

Signature: _____

**WARRANTY & REPRESENTATION LETTER
REGARDING TERMS OF LISTING AGREEMENT**

(Please read carefully and sign where indicated)

The undersigned applicant and broker of record hereby acknowledge that THE MULTIPLE and/or Xceligent does not require that a copy of the listing agreement or any changes thereto be submitted to THE MULTIPLE and/or Xceligent in order for a listing to be entered into its CDX system pursuant to the agreement between THE MULTIPLE and/or Xceligent and the undersigned.

If the undersigned chooses to submit a listing or a change to a listing without submitting a signed copy of the listing agreement or any changes to the listing agreement, he/she acknowledges that he/she has a continuing obligation to insure that the terms of any listing, or any change in the terms of any listing, submitted to THE MULTIPLE and/or Xceligent, comply with THE MULTIPLE's Rules of Professional Conduct, and are complete and accurate. Notwithstanding the foregoing, THE MULTIPLE/Xceligent reserves, in its sole discretion, the right to request that the applicant and/or broker of record promptly produce a signed copy of any listing agreement or any changes thereto. The undersigned shall maintain in his/her files a copy of the signed listing agreement or changes to a listing agreement for a period of four (4) years from the date the listing agreement was first signed.

The undersigned also acknowledges that only properties for which the undersigned has an exclusive listing agreement are eligible for entry into the CDX system. The undersigned has a continuing obligation to promptly advise THE MULTIPLE/Xceligent at any time that he/she is not the exclusive broker of record for a listed property.

The undersigned shall have **48-hours** from the publication of a new or revised listing on the CDX system to review the listing information, including the commission code, for accuracy and to advise THE MULTIPLE/Xceligent of any changes. Any change to the commission code shall be communicated to THE MULTIPLE/Xceligent by sending a letter, e-mail or facsimile message.

THE MULTIPLE/Xceligent is not responsible for any claims, actions, proceedings, damages, costs, expenses, attorneys' fees, or any other sum as a consequence, directly or indirectly, of inaccurate or incomplete information being posted on its web site, including but not limited to any information concerning the property, the transaction terms, the status of the applicant and/or broker of record as the exclusive broker for the property, or the commission to be paid.

The undersigned hereby agrees to defend and indemnify THE MULTIPLE/Xceligent against any claim, action or proceeding based, in whole or in part, upon alleged inaccurate or incomplete information contained in the property listing reflected in the CDX system.

I have read the foregoing Warranty & Representation Letter Regarding Terms Of Listing Agreement and agree to my obligations set forth herein.

Dated: _____

[Signature: Applicant]

[Print Name of Applicant]

[Signature: Broker of Record]

[Print Name of Broker of Record]

[Company]