Pacific West Association of REALTORS®

MEMBER APPLICATION CHECKLIST

PLEASE CHECK OFF BELOW

- □ CALL PACIFIC WEST A.O.R. TO SCHEDULE A MEMBERSHIP APPOINTMENT 8-4 P.M.
- □ IS BROKER AND OFFICE A MEMBER AT PACIFIC WEST A.O.R.?
- □ MEMBERSHIP APPLICATION COMPLETED AND SIGNED BY APPLICANT
- □ MEMBERSHIP APPLICATION SIGNED BY BROKER
- □ CURRENT PWRFLEX SIGNED AND COMPLETE WITH PAYMENT INFORMATION
- □ COPY OF CURRENT BRE LICENSE
- □ COPY OF BIRTH DATED PHOTO ID (DRIVER LICENSE, PASSPORT)
- □ TRANSFERRING FROM ANOTHER ASSOCIATION?
- □ LETTER OF GOOD STANDING REQUIRED FOR TRANSFERS
- DUES WAIVER REQUIRED FOR TRANSFERS
- □ NEW MEMBER ORIENTATION DATES REQUIRED FROM PREVIOUS A.O.R.

SUPRA KEY HOURS

MONDAY 8:30 AM - 4:30 PM

TUESDAY THRU FRIDAY 8:00 AM – THRU 4:30 PM SATURDAY 9:00 AM – 12:30 PM (ANAHEIM OFFICE ONLY)

FOR NEW MEMBERS, KEYS WILL BE ASSIGNED AFTER MEMBERSHIP HAS BEEN PROCESSED THAT SAME DAY. AGENT MUST BE PRESENT IN ORDER TO RECEIVE THEIR SUPRA KEY. SUPRA FEES ARE SEPARATE FROM MEMBERSHIP DUES AND MLS FEES. FORMS OF PAYMENT FOR SUPRA ARE CREDIT CARD OR CHECK. ABSOLUTELY NO CASH WILL BE ACCEPTED FOR THIS TRANSACTION. SUPRA ACCEPTS VISA, DISCOVER, MASTERCARD OR AMEX.

PROCESSING TIME FOR APPLICANTS

ALL APPLICANTS SHOULD EXPECT TO SPEND APPROXIMATELY 35-45 MINUTES FOR PROCESSING YOUR APPLICATION AND ISSUING YOUR SUPRA KEY.

Office Locations: 1601 E. ORANGEWOOD AVE. ANAHEIM CA 92805 PHONE 714-245-5500 FAX 714-245-5599 5000 EAST SPRING ST. SUITE #110 LONG BEACH CA 90815 Please note: Long Beach office is closed Saturdays.

Pacific West A.O.R. New MLS Subscriber Fees 2016

FIRST QUARTER	JANUARY	FEBRUARY	MARCH
MLS	\$339.00	\$310.75	\$282.50
MLS PROC FEE	\$50.00	\$50.00	\$50.00
MLS SECURITY FEE	\$35.00	\$35.00	\$35.00
APPLICATION FEE	\$100.00	\$100.00	\$100.00
TOTAL	\$524.00	\$495.75	\$467.50
SECOND QUARTER	APRIL	ΜΑΥ	JUNE
MLS	\$254.25	\$226.00	\$197.75
MLS PROC FEE	\$50.00	\$50.00	\$50.00
MLS SECURITY FEE	\$35.00	\$35.00	\$35.00
APPLICATION FEE	\$100.00	\$100.00	\$100.00
TOTAL	\$439.25	\$411.00	\$382.75
THIRD QUARTER	JULY	AUGUST	SEPTEMBER
MLS	\$169.50	\$141.25	\$113.00
MLS PROC FEE	\$50.00	\$50.00	\$50.00
MLS SECURITY FEE	\$35.00	\$35.00	\$35.00
APPLICATION FEE	\$100.00	\$100.00	\$100.00
TOTAL	\$354.50	\$326.25	\$298.00
			DECEMBER
	OCTOBER	NOVEMBER	DECEMBER
MLS	\$84.75	\$56.50	\$28.25
	\$50.00	\$50.00	\$50.00
	\$35.00	\$35.00	\$35.00
APPLICATION FEE	\$100.00	\$100.00	\$100.00
TOTAL	\$269.75	\$241.50	\$213.25
VOLUNTARY CONTRIBUTIONS			
**PWR CHARITY Level 1	\$25.00		
**PWR CHARITY Level 2	\$50.00		
**PWR CHARITY Level 3	\$100.00		
**REALTOR [®] ACTION FUND	\$49.00		
** THE TRUE COST OF DOING BUSINESS	\$148.00		

MLS fees are pro-rated monthly..... Processing fees are non/refundable.



Application for REALTOR[®] and/or MLS Membership

Pacific West Association of REALTORS®

Type of Application —

I am applying for the following categories of membership (check all applicable boxes):

[] Agent	[] Broker
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[] Office Assistant - Clerical [] Appraiser

General Information _____ Name (as it appears on your license): Nickname: Firm Name: Firm Address: Firm Telephone Number: Firm Fax Number: List all others dba's: Home Address: Home Telephone Number: Home Fax Number: **A membership specialist will contact you to discuss the payment options that meet your needs. A Daytime phone number to call: Which do you want as the primary mailing address? [] Firm [] Home Billing preference: [] Postal Mail [] E-Mail _____ Birth Date (M/D/Y): ____/____ E-Mail Address: Social Security # : _____ Drivers License # : _____ DRE License # :_____ OREA Appraisers License # : _____ Type: [] Broker Type: [] Certified General [] Salesperson [] Certified Residential [] Corporate [] Licensed Expiration Date: Expiration Date: [] Other(s) (please specify) : _____ Professional Designations: [] GRI [] CRS Primary Specialty: [] Residential Brokerage [] Property Management [] Commercial/Industrial Brokerage [] Appraising Farm and Land Brokerage Building and Development [] Mortgage Financing [] Building and Development [] Other(s) (please specify):_____



Application for REALTOR® and/or MLS Membership

acific West Association of REALTORS®

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

Participant or Subscriber:

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

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® or REALTOR-ASSOCIATE® membership. Persons others 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:

Name of Designated REALTOR®:

Designated REALTOR® DRE License #:_____

Name of MLS Broker or Appraiser Participant:

MLS Broker or Appraiser Participant DRE or OREA License #:

MLS BROKER PARTICIPANTS ONLY. 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. 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 OREA License #.

I am a (check the applicable boxes):

[] sole proprietor [] general partner

[] corporate officer [] branch office manager



Application for REALTOR® and/or MLS Membership

Pacific West Association of REALTORS®

If you checked any box in the previous question, 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 for membership dues	
and MLS fees.	

I certify that I have no record of official sanctions rendered by the courts or other lawful authorities for violations of:

(i) civil rights laws within the last three (3) years. [] Yes, I certify [] No I cannot certif.

(ii) real estate license laws within the last three (3) years. [] Yes, I certify [] No I cannot certify (iii) criminal convictions where (1) the crime was punishable by death or imprisonment in excess of one year under the law under which you were convicted and (2) no more than ten years have elapsed since the date of the conviction or your release 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.

Have you ever been disciplined by any of the above Boards/Associations or MLSs in question 16?

[] Yes. If yes, attach copies of the discipline [] No

Have you ever been disciplined by the DRE?

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

General Terms and Conditions of Membership

- 1. Bylaws, policies and rules. 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®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may from time to time be amended.
- 2. Use of the term REALTOR® OR REALTOR-ASSOCIATE®. I understand that the professional designations REALTOR® and REALTOR-AS-SOCIATE® are federally registered trademarks of the National Association of REALTORS®("N.A.R.") 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® or REALTOR-ASSOCIATE®, I will discontinue use of the term REALTOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals or any other medium.
- 3. Orientation. I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation prior to becoming a member of the Board/Association or MLS.
- 4. No refund. 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 entitle to a refund of my dues or fees.
- 5. Authorization to release and use information; waiver. 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 pend-



Application for REALTOR® and/or MLS Membership

Pacific West Association of REALTORS®

ing; (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.

- 6. By signing below, I expressly authorize the Board/Association, including the local, state and national, or their subsidiaries or representatives to fax, e-mail, telephone or send by U.S. mail to me, at the fax numbers, e-mail, telephones and addresses above, material advertising the availability of or quality of any property, goods or services offered, endorsed or promoted by the Board/Association.
- 7. Additional terms and conditions for MLS applicants only. 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 active listings except as provided in the MLS rules.
 - C. I agree not to download MLS data except as provided in the MLS rules.
 - 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 receiving MLS information. I agree not to transmit the information to any participants, subscribers and clerical users 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 either any of my equipment 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 users 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 The security of homeowners depends on the security of the lockbox system. I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand that the Board can incur costs in securing the system if I fail to take adequate measures to protect my key and lockbox and that I may be held responsible for these costs.
 - 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.
- 8. REALTOR®, REALTOR-ASSOCIATE® and MLS applicants only; Arbitration Agreement. 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 REAL-TOR® (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.

Sign Here

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.





PWR Flex

Options Control

PWR NEW MLS SUBSCRIBER CONTRACT DECEMBER 2016

COMPLETE FORM BELOW – PLEASE PRINT CLEARLY AND FILL IN ALL INFORMATION _____ Company: ____ Name: _____ Home Address: E-Mail Address: _____ Home Phone: () Mobile Phone () City: State: Zip: \Box Mobile \Box Other: () My Primary Contact Number is: □ Office **PAY DUES IN FULL OF ENROLL IN A PAYMENT PLAN** \Box Option #2 \Box Option #3 \Box Option #1 \Box Option #4 Payment in Full Quarterly Auto Debit 🗄 Quarterly Invoiced 🗄 Monthly Auto Debiti....i Initial \$N/A \$N/A \$213.25 \$N/A Payment Set-up Fee \$0 \$20.00 \$35.00 \$39.00 Processing MLS Processing: \$50, Application Fee of \$100+\$35 MLS Security Fee is included in total Fees amount. a Automatic Yes Yes No No Debit Remaining 0 2 1 1 Payments You will be automaticallyYour Quarterly PaymentreminderYou will be automatically debiteddebited \$86.25 on Octoberin the amount of \$86.25 Octobera Monthly Payment of \$28.751st.1st will be emailed.Make sure weDecember 1st through December Billing None Schedule have your current email on file. 31st 2016. \$N/A ŚN/A \$N/A

Total Cost

\$213.25

Voluntary Donations

П	\$148 -	True	Cost	ofI	Doing	Business	
	91 4 0	nuc	COSt		Dome	Dusiness	

□ \$49 – REALTOR[®] Action Fund

PWR Charity Foundation:

□ \$25 □ \$50 □ \$100 Donations will be added to Total/Initial Payment.

PAYMENT METHOD (Required)

□ Check (Make payable to PWR)

Credit/Debit card (Amex/Visa/MC/Discover)

Check or Credit/Debit Card will be used for Full or Initial Payment and if Option 2 or 4 is selected Credit Card Information will be used for the Automatic Debits.

Exp. Date:

Card #

REVIEW TERMS – SIGN AND DATE CONTRACT

IMPORTANT REMINDERS:

PLEASE REVIEW THE REVERSE SIDE OF THIS FORM FOR THE TERMS AND CONDITIONS REGARDING YOUR OBLIGATION UNDER THE PWR FLEX PAYMENT PLAN.

- If your PWR membership is terminated for any reason or we do not receive your payment, unpaid REALTOR® dues will be assessed in full and are due immediately.
- A \$30 processing fee will be assessed for payments received after the scheduled deadline. Members will be assessed a \$30.00 fee will be assessed for declined credit cards or NSF checks.
- PWR must be notified in writing prior to any changes to your automatic debit account or changes in your home or business address.
- PWR must be notified of payment plan termination a minimum of 10 business days prior to the next payment due date.
- Automatic debits may take approximately 4 business days (excluding holidays and weekends) after the scheduled due date to process.

I acknowledge that I have read and understand the terms and conditions of the PWR Flex Payment Plan and agree to pay my PWR, C.A.R., N.A.R. REALTOR® membership, and MLS subscription for the period of December 01, 2016 through December 31, 2016.

Signature



PWR REALTOR® Dues & MLS Contracts will not be processed unless all information is completed, signed, and dated. Please return this contract to PWR along with your payment. Pacific West Association of REALTORS®, 1601 East Orangewood Ave, Anaheim CA 92805 • 714.245.5500 • 714.245.5599 fax



CID #:

AS A REALTOR® MEMBER OF THE PACIFIC WEST

Association of REALTORS® (PWR), I acknowledge my obligation to pay my REALTOR® dues and MLS fees annually. As a service to its members, PWR. offers the flexibility of payments using either the Automated Debit Service Quarterly Payment option or the Invoice Quarterly Payment option.

UNDER ALL OF THESE FINANCING OPTIONS

The member understands that there is an obligation to pay the membership and MLS obligation and that the REALTOR® dues (PWR, C.A.R. and N.A.R.) are non-refundable. In the event of membership termination or non-payment, PWR is authorized to collect all unpaid amounts in the form of a balloon payment reflecting the balance of unpaid REALTOR® dues.

QUARTERLY AUTOMATED DEBIT SERVICE OPTION

In order to initiate the Automated Debit Service Quarterly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member authorizes PWR to automatically debit the specified debit/credit card account in the amount of \$114.75 each quarter for three quarters, on or about on the following dates: April 1, 2016; July 1, 2016; and October 1, 2016. Member agrees that in consideration for the flexibility of quarterly payments to pay a service charge of \$20.00. Member further agrees that if at anytime there is a default on the part of the member that the entire obligation is due, payable and collectable by PWR immediately.

QUARTERLY INVOICE OPTION

In order to initiate the Invoice Quarterly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member agrees to remit quarterly installments, for three quarters, in the amount of \$114.75 prior to the following due dates: April 1, 2016; July 1, 2016; and October 1, 2016. Member agrees that in consideration for the flexibility of quarterly payments to pay a service charge of \$35.00. Member agrees that if at any time there is a default on the part of the member that the entire obligation is due and payable and collectable by PWR immediately.

MONTHLY AUTOMATED DEBIT SERVICE OPTION

In order to initiate the Automated Monthly payment plan, member shall submit the appropriate Initial Payment along with the completed and signed PWR Flex Enrollment form. Upon acceptance, member agrees to remit remaining Monthly Installments according to the monthly payment schedule. Member agrees that in consideration for the flexibility of Monthly payments to pay a service charge of \$39.00. Member agrees that if at any time there is a default on the part of the member that the entire obligation is due and payable and collectable by PWR immediately.

GENERAL INFORMATION

Members shall be assessed a \$30 processing FEE AND all services suspended for non-sufficient fund (NSF) payments. Following suspension of services, an additional \$30 MLS reconnection fee will be assessed.

In the event the member changes the automated Debit Service credit/debit card account, it is the sole responsibility of the member to provide written notification to PWR at least 10 banking days prior to the due date.

It is the sole responsibility of the member to provide written notification to PWR when changing the firm affiliation, business or residential mailing address.

Automated Debit Service transactions MAY TAKE up to 4 (four) banking days after the due date to post to the bank account. Funds must be available in the Automated Debit Service account on the first day of each billing cycle.

Notice of termination must be in writing and received ten business days prior to the next billing.

For accounts 30 days or more past due, the PWR Flex payment options will be terminated and member shall be assessed the remaining balance of REALTOR® dues.

2016 ESTIMATED PORTION OF YOUR DUES USED FOR LOBBYING THAT ARE NON-DEDUCTIBLE:

N.A.R.42% \$50.00 C.A.R. 43% \$79.12

Total Non-Deductible Dues Portion \$129.12

REALTOR® Action Fund: Explanation and Legal Notice

NEW- \$49 C.A.R. MANDATORY REALTOR® ACTION ASSESSMENT (RAA)

The REALTOR® Action Assessment (\$49 of the \$184) will automatically be deposited into CREPAC and/or CREIEC and for other political purposes as your contribution. The REALTOR® Action Assessment (RAA) can be satisfied in one of two ways: (1) by either making a voluntary contribution to C.A.R.'s political action committees [California Real Estate Political Action Committee (CREPAC) and/or the California Real Estate Independent Expenditures Committee (CREIEC)], or used for other political activities, or (2) by opting to send the funds to the C.A.R. general fund for political purposes. Designated REALTOR® must pay the \$49 REALTOR® Action Assessment for each licensee of that DR (as shown in the nonmember count), and the payment will be treated in the same manner as the REALTOR® Action Assessment for members.

Why was the REALTOR® Action Assessment needed?

Over the past few years, C.A.R.'s PAC funds have greatly diminished. C.A.R. PACS used to be in the top 10 of political action committees in California, but now ranks 37th, according to a recent study of PAC spending in California. Special interest groups routinely outspend the Association's PACS on a regular basis. The RAA adopted by the C.A.R. board of directors will help rectify this growing imbalance.

How Do I Opt-Over to the General Fund?

If you wish to have your assessment entirely applied towards general political purposes rather than individual candidate expenditures (CREPA and/or CREIC) you may do so by calling the Pacific West Association of REALTORS® at (714) 245-5500 and requesting to "Opt-Over" your REALTOR® Action Assessment to the General Fund.

REALTORS® may also participate in REALTOR® Action Fund above and beyond the mandatory \$49 assessment amount by including a voluntary donation on the same check as your dues payment. One hundred and forty-eight dollars (\$148) is the True Cost of Doing Business. However, donations are not limited to the suggested amount. No contributor will be favored or disfavored by reason of the amount of his/her contribution or his/her decision not to contribute. Failure to contribute will not affect an individual's membership status in C.A.R.

Pacific West Association of REALTORS®

ORIENTATION ACKNOWLEDGEMENT REALTOR® MEMBERSHIP

Your scheduled Orientation Class appointment time:

DATE:	
T 1 A A F	

TIME: _____

Locations: 1601 E. Orangewood Ave. Anaheim CA 92805

5000 E. Spring St. Suite 110. Long Beach CA 90815

I COMPLETELY UNDERSTAND AND AGREE TO THE FOLLOWING STATEMENTS

I agree I will timely complete the mandatory Pacific West Association of REALTORS® (PWR) Orientation Class for MLS participants and subscribers.

(____)

Initial

I agree I will complete the mandatory Orientation class within the **30**-day time frame that has been allotted me.

(____) Initial

I agree that I am allowed ONE rescheduled date within the 30-day timeframe and it is my responsibility to notify Pacific West A.O.R. Acceptable reasons for rescheduling include family emergency and illness. Business reasons are unacceptable.

(____) Initial

I agree as provided above, all dues, fees are non-refundable, and suspension or termination of my MLS access does not entitle me to a refund.

(____) Initial

Member Name_____

Member Signature_____