



# AIR Commercial Real Estate Association

## APPLICATION FOR DESIGNATION AS AN ACCREDITED FIRM

All Applications Must Be Typewritten

- Industrial  
 Commercial

<b>Name of Firm</b>		<b>Date of Application</b>
<b>Address of Firm</b>		<b>Web Site Address</b>
<b>City</b>		<b>Business Phone</b>
<b>State</b>	<b>Zip Code</b>	<b>Fax number</b>

### Applicant's Email Address:

### Experience

Are you actively engaged in Industrial or Commercial Real Estate Brokerage with owners and principals who have no direct or indirect financial interest in the Accredited Firm (defined as "Third Party Brokerage")?

yes  no

Please explain:

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### Officers, Partners or Owner

1. Name: \_\_\_\_\_ 3. Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Position: \_\_\_\_\_

2. Name: \_\_\_\_\_ 4. Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Position: \_\_\_\_\_

**Name of each individual** (other than Owner, Partners and Officers listed above) **in your industrial or commercial brokerage department** indicating whether he/she is an AIR member. Attach additional sheets if necessary.

1. Name: \_\_\_\_\_ 6. Name: \_\_\_\_\_  
 AIR member Yes  No  AIR member Yes  No

2. Name: \_\_\_\_\_ 7. Name: \_\_\_\_\_  
 AIR member Yes  No  AIR member Yes  No

3. Name: \_\_\_\_\_ 8. Name: \_\_\_\_\_  
 AIR member Yes  No  AIR member Yes  No

4. Name: \_\_\_\_\_ 9. Name: \_\_\_\_\_  
 AIR member Yes  No  AIR member Yes  No

5. Name: \_\_\_\_\_ 10. Name: \_\_\_\_\_  
 AIR member Yes  No  AIR member Yes  No

Has your organization or any of its officers, principals or their predecessors been associated with any firm whose formation was the result of the reorganization or restructuring of the personnel and/or assets of a firm formerly holding Accredited Firm status where monies and/or assessments due the Association or its subsidiary, The MULTIPLE, remained unpaid?

Yes

No

If yes, please provide details on back of application.

**Broker References** Please enclose reference letters from three persons engaged in industrial or commercial brokerage, preferably members of AIR or individuals associated with an Accredited Firm.

1. Name: \_\_\_\_\_

Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_

Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_

Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

**Principal References** Please enclose reference letters from three clients with whom you have negotiated industrial or commercial transactions.

1. Name: \_\_\_\_\_

Firm: \_\_\_\_\_

2. Name: \_\_\_\_\_

Firm: \_\_\_\_\_

3. Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Do you have a branch office or offices?

\*Yes

No

If yes, list below the addresses and names of persons in charge. (Use additional sheets if necessary.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* If yes, each branch office of a multi-office firm (in which all branch offices are not Accredited Firms) shall submit, with its application for Accredited Firms status, a map delineating the area that the branch office applying for accreditation normally serves. It shall be the responsibility of each Accredited Firm in this category to have on file at all times in the office of the MULTIPLE a map reflecting its current territorial boundaries.

Do you agree to be bound by the Bylaws and Rules and Regulations for Accredited Firms?

Yes

No

**Applicant's Statement** (Please read carefully; sign where indicated)

1. The information contained herein shall be used solely for the purpose of determining the applicant's eligibility.
2. The applicant agrees, if given the designation, to conduct his/her business in accordance with the requirements and regulations established for Accredited Firms by the Association.
3. The applicant agrees that the Association may withdraw or suspend designation for any infraction of its regulations and Bylaws and may cause notice of its action to be made public in the applicant's locality.
4. The designation shall apply for an indefinite period of time subject to re-accrediting at intervals to be determined by the Association.
5. The applicant shall not hold itself out to anyone as being an Accredited Firm at any time before it is actually accredited or after the expiration or revocation of the accrediting designation.
6. The applicant waives all claim against the Association or any member or agent for any act in connection with the business of the Association and particularly as to its or their acts in accrediting, failing to accredit or revoking such accrediting designation, or publishing the suspension or termination of Accredited Firm status as provided in Section 8.4(b) of the A.I.R. Rules of Professional Conduct.
7. The applicant understands that Accredited Firm dues are based on the number of Associates in each office (or industrial/commercial division thereof,) and that new Associate, following the annual billing, will be charged to the firm prorated on a quarterly basis
8. An non-refundable application fee of \$50.00 is enclosed with this application with the understanding that it is non-refundable.
9. I agree to defend and indemnify AIR and/or The MULTIPLE gainst any claim, action or proceeding based, in whole of in part, upon the alleged inaccurate or incomplete information of any kind in the e-MULTIPLE system or hard copy MULTIPLE as to a property for which I provided information, verbally or in writing, to The MULTIPLE.

The undersigned affirms that he/she is a principal in the organization applying for the designation "Accredited Firm;" that he/she has full knowledge of the organization's policies, methods of doing business and of its personnel; and that the representations made herein are true and substantially correct.

Signature: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, (Year)\_\_\_\_\_

6/18/99

WARRANTY & REPRESENTATION LETTER  
REGARDING TERMS OF LISTING AGREEMENT

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The undersigned broker of record hereby acknowledges that THE MULTIPLE does not require, at the option of the Head of Firm, that a copy of the listing agreement or any changes thereto be submitted to THE MULTIPLE in order for a listing to be entered into its e-MULTIPLE system pursuant to the agreement between THE MULTIPLE and the undersigned.

If the undersigned chooses to submit a listing or a change to a listing without also 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 entered into its e-Multiple system including publication in the hard-copy of THE MULTIPLE books, comply with THE MULTIPLE's Rules of Professional Conduct, and are complete and accurate. Notwithstanding the foregoing, THE MULTIPLE reserves, in its sole discretion, the right to request that the 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 e-MULTIPLE system. The undersigned has a continuing obligation to promptly advise THE MULTIPLE 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 e-MULTIPLE system to review the listing information, including the commission code, for accuracy and to advise THE MULTIPLE of any changes. Any change to the commission code shall be communicated to THE MULTIPLE by sending a letter, e-mail or facsimile message.

THE MULTIPLE 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 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 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 e-MULTIPLE system.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature: Broker of Record]

\_\_\_\_\_  
[Print Name of Broker of Record]

\_\_\_\_\_  
[Company]