

Section III. Requires Applicant Signature

I agree as a condition of subscription in the WMLS to abide by all relevant bylaws, rules and other obligations of subscription. I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the WMLS and/or accept offers of cooperation and compensation made by Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of subscription on an ongoing basis may result in potential suspension or termination of WMLS subscription rights after review by the Board of Directors and the WMLS's established procedures.

I agree to pay all quarterly recurring fees, late fees and reinstatement fees as outlined in the WMLS Rules & Regulations and understand the invoices will be sent electronically to my preferred business email address. For the convenience (and to avoid late fees) of automatic credit card payments when recurring billings are due, please complete a "Payment Authorization Form" available on the website, www.waarealtor.com.

All users of the WMLS are required to complete a minimum three (3) hour training class within (45) days after access has been provided to the WMLS database (select class in Section II). Payment of registration fee is required for class admittance. Requests to reschedule must be done in writing prior to the selected class or additional fees may apply. If you do not attend your scheduled class you must submit an additional class registration form and additional fees will apply. If class is not completed within (45) days, your WMLS access will be suspended until the requirement is fulfilled.

Applicant Signature: _____ **Date:** _____

Amount Owed @ Application		Licensed Users
<u>New User Application DATES</u>		
November		\$356
December		\$299
January		\$413
February		\$356
March		\$299
April		\$413
May		\$356
June		\$299
July		\$413
August		\$356
September		\$299
October		\$413

WMLS fees must be paid at time of application. Please use the chart to determine the amount you owe. The amount includes the \$185 New Licensed User Fee.

Williamsburg Area Association of REALTORS
 5000 New Point Rd. Suite 1101
 Williamsburg, VA 23188
 757-253-0028 (phone)
 757-253-1559 (fax)

Form Revised 11/01/16

LICENSE AGREEMENT

This Agreement is made _____ between

Date

_____ (“Participant/Authorized “User”) and

Printed Name

Williamsburg Multiple Listing Service, Inc. (“WMLS”) for the limited use of information and data acquired and compiled by WMLS (“Data”). As used herein, the term “Data” includes any portion of the Data.

This is a license, not a sale. This Data is provided under the following License Agreement and all applicable addendums (“License”) which define what Participant/Authorized User may do with the Data and contains limitations on warranties and remedies.

1. WMLS provides Participant/Authorized User with access to the Data in electronic and printed form. The term “Data” includes any images, photographs, templates, animations, video or audio. Copyright and all other rights to the Data shall remain with WMLS. Participant/Authorized User must reproduce any copyright or other notice marked on the Data on all copies Participant/Authorized User makes.

2. Participant/Authorized User may:

A. View the Data and allow Prospects to view the Data, provided that Participant/Authorized User maintains control over the medium in which the Data is viewed and does not distribute the Data except as provided in Paragraph 2B of this Agreement.

B. Display all or parts of the Data on the Internet strictly in accordance with the rules of the WMLS on Internet Data Exchange (“IDX”).

C. Download parts of the Data, provided that no use is made of the downloaded Data other than as described in Subparagraphs A, B, and C above.

3. Participant/Authorized User may not:

A. Use the Data or make copies of it except as permitted in this License.

B. Translate, reverse engineer, decompile or disassemble the Data.

C. Rent, lease, assign or transfer the Data.

D. Transfer or assign rights under this License to any other person.

E. Resell, sublicense or otherwise make the Data available to Prospects for use or distribution separately or detached from the work product except as provided in Paragraph 2B of this Agreement.

F. Modify the Data or merge all or any part of the Data with another program except as provided in Paragraphs 2B, and 2C of this Agreement.

G. Reproduce or redistribute the Data except as described in Subparagraphs A, B, and C of Paragraph 2 of this Agreement. Posting of all or any part of the Data on the World Wide Web, Internet, or similar public network is prohibited, except as specifically authorized in Subparagraph 2B. Except as provided in Paragraph 2B, dissemination of the Data by any means to persons or organizations that are not Prospects or Appraisers is prohibited.

H. Create scandalous, obscene, defamatory or immoral works using the Data nor use the Data for any purpose that is prohibited by law.

I. Use or permit the use of the Data or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Data or any part thereof.

J. Use the Data in an electronic format, on-line or in multiple applications unless the Data is incorporated for viewing purposes and a notice is included with the Data or the product containing the Data specifying that the Data may not be saved or downloaded and is only to be used for viewing purposes except as expressly permitted in Paragraphs 2B and 2C of this Agreement.

4. This License shall remain in effect only for so long as Participant/Authorized User is a member in good standing of WMLS and is in compliance with the terms and conditions of this Agreement. This License will terminate automatically upon termination of Participant/Authorized User's membership in WMLS or if Participant/Authorized User fails to comply with any of its terms or conditions. Participant/Authorized User agrees, upon termination, to destroy all copies of the Data. The limitation of warranties set out below shall continue in force even after any termination.

5. Use of the Data is also subject to the governing documents of WMLS. In the event of any conflict between the provisions of this License Agreement and those governing documents, the provision imposing the greatest restriction on use of the Data will prevail.

6. Nothing contained herein shall be construed to preclude any Participant/Authorized User from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant/Authorized User.

7. THE DATA IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABLE QUALITY, SATISFACTORY QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USE AS A TRADE, COURSE OF DOING OR OTHERWISE. THE ENTIRE RISK OF USE OF THE DATA IS ASSUMED BY PARTICIPANT/AUTHORIZED USER. WMLS WILL NOT HAVE ANY LIABILITY TO PARTICIPANT/AUTHORIZED USER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WMLS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

8. THIS LICENSE IS THE ENTIRE AGREEMENT BETWEEN PARTICIPANT/AUTHORIZED USER AND WMLS, SUPERCEDING ANY OTHER AGREEMENT OR DISCUSSIONS, ORAL OR WRITTEN, AND MAY NOT BE CHANGED EXCEPT BY SIGNED AGREEMENT. THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. IF ANY PROVISION OF THIS LICENSE IS DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL OR UNENFORCEABLE, SUCH A PROVISION SHALL BE SEVERED FROM THE LICENSE AND THE OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

Witness the following signatures and seals: _____(Seal)

WILLIAMSBURG MULTIPLE LISTING
SERVICE, INC.

By _____(Seal)
PARTICIPANT/AUTHORIZED USER

Revised 9.15.11

*Williamsburg Multiple Listing Service, Inc.***SENTRILOCK SMART CARD LEASE AGREEMENT**

THIS SENTRILOCK LEASE AGREEMENT (the "Lease") is entered into as of the _____ day of _____, 20____, by and between the Williamsburg Multiple Listing Service, Inc. (WMLS) and

 (Printed Name) SENTRICARD HOLDER (Authorized Licensed User of the WMLS)

 (Printed Name) PARTICIPANT. (Principal or Managing Broker and a member of the WMLS)

SENTRICARD HOLDER, PARTICIPANT, and the WMLS agree as follows:

LEASE AGREEMENT: SentriLock hereby leases to the WMLS, and SENTRICARD HOLDER hereby leases from the WMLS, the SentriLock Smart Card. In addition, SentriLock hereby grants to SENTRICARD HOLDER a sub-license to use the software (the "Software") which is necessary for the operation of the system.

TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the SENTRICARD HOLDER terminates membership with the WMLS and returns the SentriCard to the WMLS.

TITLE TO SENTRILOCK SMART CARD: SENTRICARD HOLDER acknowledges that the SentriCard shall be the sole property of SentriLock and shall be returned as required by SentriLock or the WMLS.

SENTRILOCK SMART CARD REPLACEMENTS: SentriLock may at its discretion require the WMLS to replace the SentriLock Smart Cards used by the WMLS and it's Authorized Users with replacement SentriLock Smart Cards compatible with the system.

PAYMENTS:

a. During the term of this lease, SENTRICARD HOLDER, shall pay to the WMLS annual rent for the lease and use of the Service (the "Annual System Fee"). The first payment of the Annual System Fee shall be in an amount as determined annually and shall be due upon SENTRICARD HOLDER'S execution of this Lease. Each subsequent payment of the Annual System Fee, as adjusted by the WMLS, shall be due and payable on or before February 11th of each consecutive year during the Term. Failure of WMLS or its designee to invoice SENTRICARD HOLDER for the Annual System Fee shall not relieve SENTRICARD HOLDER of its obligation to pay the Annual System Fee when due and payable pursuant to this Lease.

b. The amount of the Annual System Fee is subject to adjustment annually based upon administration and operational costs incurred by the WMLS. SENTRICARD HOLDER expressly authorizes WMLS to adjust the Annual System Fee in each year during the Term of this Lease.

c. All rental payments and other sums payable by SENTRICARD HOLDER hereunder shall be paid to WMLS, Inc. in immediately available funds.

d. All rental payments and other sums payable by SENTRICARD HOLDER hereunder are non-refundable.

RISK OF LOSS & AUDITS OF EQUIPMENT:

a. SENTRICARD HOLDER assumes all risk of loss, damage or destruction to the Equipment from the date of delivery until the date the Equipment is returned to the WMLS. SENTRICARD HOLDER shall promptly notify the WMLS if any such loss occurs. No loss, damage or destruction of the Equipment or any component of the Service shall relieve SENTRICARD HOLDER of any obligation under this Lease.

b. WMLS or its representatives shall have the right, upon reasonable notice to SENTRICARD HOLDER, to perform audits of the Equipment.

SECURITY OF SENTRILOCK SMART CARDS: SENTRICARD HOLDER, acknowledges that it is necessary to maintain security of the SentriLock Smart Card to prevent its use by unauthorized persons. Consequently SENTRICARD HOLDER agrees to the following: The SENTRICARD HOLDER

a. shall keep the SentriLock Smart Card in his/her possession or in a safe place at all times

b. shall not attach his/her personal identification number (PIN) to the SentriLock Smart Card or disclose the PIN to any third party

- c. SHALL NOT LOAN THE SENTRILOCK SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR, SHALL NOT PERMIT THE SENTRILOCK SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON
- d. shall not duplicate the SentriLock Smart Card or allow any person to do so
- e. shall not assign, transfer or pledge the rights of the SentriLock Smart Card to any other person or entity
- f. shall notify the WMLS within three (3) days of the loss or theft of a SentriLock Smart Card; shall sign and deliver a statement to the WMLS with respect to the circumstances surrounding the loss or theft
- g. understands and agrees the WMLS shall charge for the replacement of SentriLock Smart Cards either lost, stolen or damaged
- h. shall follow all additional security procedures as specified by the WMLS

SENTRILOCK SMART CARD UPDATES: SENTRICARD HOLDER acknowledges that the SentriLock Smart Card has an update code and that this code expires at regular intervals determined by the WMLS, prohibiting further use of the SentriLock Smart Card until a new update is obtained from the WMLS by placing the SentriLock Smart Card in a Card Reader or by another authorized method.

RETURN OF SENTRILOCK SMART CARD: Participant and/or SENTRICARD HOLDER agrees to return the SentriLock Smart Card within: a.) forty-eight (48) hours of receipt of a request to do so by the WMLS or SentriLock or; b.) within five (5) business days after occurrence of any of the following events:

- a. Termination of a Participant as a Participant of the WMLS.
- b. Termination of SENTRICARD HOLDER's association with the said Participant for any reason.
- c. Failure of the SENTRICARD HOLDER to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security as delineated in the LOST, STOLEN, DAMAGED OR DEFECTIVE Section of the Agreement.
- d. In the event of the death of the SENTRICARD HOLDER, heirs or personal representatives will surrender the SentriLock Smart Card to the WMLS.

LOST, STOLEN, DAMAGED OR DEFECTIVE SENTRILOCK SMART CARDS: Replacement SentriLock Smart Cards will be issued to SENTRICARD HOLDERS who:

- a. have complied with this Agreement and the policies and procedures of the WMLS with respect to the SentriLock System
- b. pay a fee and/or deposit specified by the WMLS to replace a lost, stolen, damaged or defective SentriLock Smart Card .

PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Williamsburg Multiple Listing Service, Inc.
- b. Participant warrants that SENTRICARD HOLDER possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the WMLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any SENTRICARD HOLDER associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with SENTRICARD HOLDER.
- d. Participant agrees to notify the WMLS immediately, in writing, should the Participant or SENTRICARD HOLDER terminate their relationship or should the SENTRICARD HOLDER's license be transferred or returned to the licensing Board and,
- e. Participant agrees to take all responsible means to obtain SENTRICARD HOLDER's SentriLock Smart Card or cause SENTRICARD HOLDER to return SentriLock Smart Card to WMLS. The Participant will continue to be charged a service fee for the disassociated SENTRICARD HOLDER until the next billing cycle after the card is returned. If a SENTRICARD HOLDER does not return the SentriLock Smart Card, Participant agrees to furnish the WMLS with copies of written correspondence of all attempts made to obtain said SentriLock Smart Card.
- f. Participant agrees that he/she is jointly and severally liable, together with the SENTRICARD HOLDER, for all duties, responsibilities and undertakings of the SENTRICARD HOLDER under this Agreement and understands that failure to follow the provisions of the SentriLock Smart Card User Agreement may result in the loss of WMLS SentriLock Smart Card privileges and, further, could cause the WMLS to recall all SentriLock Smart Cards issued to the Participant and the Participant's SENTRICARD HOLDERS.

DISCLOSURE TO CLIENTS: The SENTRICARD HOLDER shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is entered into the WMLS, reflecting that a lockbox has been authorized by seller.

DISCIPLINARY ACTION: Participant and/or SENTRICARD HOLDER agree to be subject to the disciplinary rules and procedures of the WMLS for violation of any provision of this Agreement and/or Addendum D of the Williamsburg Multiple Listing Service, Inc. Rules & Regulations. Discipline may include, but not limited to, forfeiture of the SentriLock Smart Card or the Participant's and/or SENTRICARD HOLDER's right to be issued a SentriLock Smart Card.

INDEMNIFICATION: Participant and/or SENTRICARD HOLDER agree to indemnify, defend and hold the WMLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the WMLS resulting from loss, use or misuse of the SentriLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentriLock System.

REIMBURSEMENT: Participant and/or SENTRICARD HOLDER agree that, in the event that the WMLS shall prevail in any legal action brought by or against the Participant and/or SENTRICARD HOLDER to enforce the terms of this Agreement, the Participant and/or SENTRICARD HOLDER as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the WMLS may be entitled.

GOVERNING LAW: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Virginia, and venue for any litigation regarding this agreement shall be James City County.

PARTIAL INVALIDITY: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

CONDITIONS SET FORTH HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, SENTRICARD HOLDERS and the WMLS with respect to SentriLock Smart Cards. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or SENTRICARD HOLDER.

SENTRILOCK SMART CARD RECEIPT: SENTRICARD HOLDER acknowledges receipt of a SentriLock Smart Card.

IN WITNESS WHEREOF, WMLS, PARTICIPANT and SENTRICARD HOLDER have caused this Lease to be duly executed as of the date set forth in the preamble of this Lease.

SENRICARD HOLDER: _____
(Signature)

SENRICARD HOLDER: _____
(Please PRINT)

PARTICIPANT: _____
(Signature)

PARTICIPANT: _____
(Please PRINT)

**Williamsburg Multiple Listing Service, Inc.
5000 New Point Road Suite 1101
Williamsburg, Virginia 23188-9418**

By: _____
(Signature)

Name: _____
(Printed Name)



**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.
REMOTE ACCESS DEVICE (RAD) SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT (the "Lease") is entered into on this ____ day of _____, 20____ between Williamsburg Multiple Listing Service (WMLS) and the undersigned SENTRICARD HOLDER & PARTICIPANT (the Lessees) who agree as follows:

1. Fees. During the term of this Lease, SENTRICARD and/or PARTICIPANT shall pay to WMLS, lockbox System fees for SENTRICARD HOLDER's use of the Remote Access Device (RAD) Hardware and/or Software and/or Application. The fee amount, fee schedule and payment terms shall be determined by the WMLS.

2. Ownership. SENTRICARD HOLDER & PARTICIPANT acknowledge and agree that the RAD System (a) is subject to the proprietary rights of SentiLock and (ii) is a work in which SentiLock has rights, including, but not limited to, patent, copyright, and trademark rights. SENTRICARD HOLDER & PARTICIPANT acknowledge that no ownership rights or any other rights are transferred by this Lease, other than the right to access the RAD System as is expressly provided herein. SENTRICARD HOLDER & PARTICIPANT are prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing, or otherwise transferring the RAD System or any portion or element thereof.

3. Security Interest. SENTRICARD HOLDER & PARTICIPANT hereby acknowledge that the SENTRICARD HOLDER & PARTICIPANT do **not** own the RAD Hardware. SENTRICARD HOLDER & PARTICIPANT shall make sure all RAD Hardware remains free and clear of all liens. SENTRICARD HOLDER & PARTICIPANT agree that at no time will SENTRICARD HOLDER & PARTICIPANT pledge any interest or lien upon any of the RAD Hardware and that SENTRICARD HOLDER & PARTICIPANT shall defend the RAD Hardware against all claims and demands of all persons and/or entities at any time claiming any interest in the RAD Hardware. SENTRICARD HOLDER & PARTICIPANT may **not** sell or pledge leased RAD Hardware to anyone including other members of the Williamsburg Multiple Listing Service, Inc.

4. Risk of Loss. After delivery, SENTRICARD HOLDER & PARTICIPANT shall bear the entire risk of loss, deterioration, theft, damage, or destruction of the RAD Hardware or any part thereof from any cause whatsoever. No loss, theft, damage, or destruction of the RAD Hardware shall relieve SENTRICARD HOLDER & PARTICIPANT of any obligation under this Lease. For non-warranty replacement, SENTRICARD HOLDER and/or PARTICIPANT must purchase any and all replacement RAD Hardware from the Williamsburg Multiple Listing Service, Inc.

5. Return of RAD Hardware. Upon termination of this Lease, SENTRICARD HOLDER and/or PARTICIPANT shall, at their expense, and within 5 business days, return all RAD Hardware to the Williamsburg Multiple Listing Service, Inc. (and such Hardware shipment shall be insured by SENTRICARD HOLDER and/or PARTICIPANT for its full replacement value). All such RAD Hardware shall be in good operating condition, reasonable wear and tear excepted. SENTRICARD HOLDER and/or PARTICIPANT's failure to return RAD Hardware will result in SENTRICARD HOLDER and/or PARTICIPANT being charged replacement costs as defined by the WMLS.

6. Warranty. Any warranty for the RAD Hardware shall be as set forth in the System Agreement signed between the Williamsburg Multiple Listing Service, Inc. and SentiLock.

Executed as of the date set forth above by:

Signature of SENTRICARD HOLDER

Signature of PARTICIPANT

Printed Name

Printed Name

WMLS Inc. by: _____
(Authorized Signature)

