

NEW USERS: Users in the firm, having never had WMLS service, who will utilize WMLS services must fully complete and submit this registration form and pay the appropriate fee before access to WMLS will be granted.

REACTIVATING USERS: Previous users who cancelled WMLS service more than 30 days ago or are reactivating with the same company within the past 30 days. (Users transferring to a different firm within the past 30 days should complete a Transfer Form 103)

NOTE: Form 113 (WMLS License Agreement) must be submitted along with this form. If user desires access to the WMLS SentiKey system, a completed SentiKey Service Agreement (Form 118) must be submitted prior to SentiKey system activation. See SentiKey payment chart on page 2.

SECTION I: NEW USER INFORMATION

User Type:

Participant/Broker Subscriber/Agent Licensed Staff Appraiser Licensed Assistant for _____

USER Name: _____ **Nickname, if any:** _____

USER Mobile Number: _____ **Business email:** _____

Firm/Branch Name: _____ **Address:** _____

Real Estate or Appraiser License Number: _____ **Exp. Date:** _____

Are you a member of a REALTOR® Association (other than WAAR)? Yes No
*If yes, a letter of good standing from your Association **MUST** accompany this registration form.*

Are you a member of another Multiple Listing Service? Yes No Name of other MLS _____

SECTION II. PRINCIPAL OR AUTHORIZED MANAGING BROKER MUST COMPLETE: PLEASE PRINT

I, _____, the principal or authorized managing broker of the above-named
(Please Print Broker Name)

Firm/branch office; hereby register the agent listed above as an authorized user of WMLS directly under my supervision and participation. I understand the following:

1. My firm is responsible for WMLS fines incurred by this user.
2. I am responsible for ensuring that this user complies with WMLS Bylaws and Rules and Regulations.
3. The WMLS Board of Directors reserves the right to deny or revoke WMLS Services for any person.
4. The user will continue to be able to use the WMLS and incur fees until I cancel their registration or the WMLS Board of Directors revokes their user privileges.
5. Non-registered licensees, support staff and assistants may not use WMLS services in any way unless properly registered with the WMLS.
6. If any non-registered person uses the WMLS in any way through my participation, my firm is responsible for fees applied retroactively from the date of first use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established). My firm is also subject to penalties and fines as determined by the WMLS Board of Directors.
7. **All users of the WMLS are required to complete one (1) 3 & 1/2 hour Training Class within sixty (60) days after access has been provided to the WMLS database. Select Class in Section III .**

Principal/Managing Broker's (Participant) Signature

Date

SECTION III. Required New User Training Class Dates.* All class hours: 9:00 a.m. – 12:30 p.m.

Select one:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> January 17, 2020 | <input type="checkbox"/> April 17, 2020 | <input type="checkbox"/> July 17, 2020 | <input type="checkbox"/> October 9, 2020 |
| <input type="checkbox"/> February 14, 2020 | <input type="checkbox"/> May 15, 2020 | <input type="checkbox"/> August 14, 2020 | <input type="checkbox"/> November 13, 2020 |
| <input type="checkbox"/> March 13, 2020 | <input type="checkbox"/> June 12, 2020 | <input type="checkbox"/> September 11, 2020 | <input type="checkbox"/> December 11, 2020 |

SECTION IV. REQUIRES NEW USER 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 three and ½ hours (3.5 hrs) of training within sixty (60) days after access has been provided to the WMLS database (select class in Section III). **Note:** Remote online training is available upon request (if interested please contact us). 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 60 days, your WMLS access will be suspended until the requirement is fulfilled.

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any, may contact me at the specified address, telephone 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.

New User Signature: _____ **Date:** _____

WMLS

Pro-rated quarterly fees of \$57 per month must be paid at time of application. Please use the chart to determine the amount owed.

Amount Owed @ Application	Quarterly Fees
<u>New User Application DATES</u>	<u>Total Due</u>
November	\$171
December	\$114
January	\$228
February	\$171
March	\$114
April	\$228
May	\$171
June	\$114
July	\$228
August	\$171
September	\$114
October	\$228

SENTRIKEY

Pro-rated quarterly fees of \$18 per month plus additional \$50 issuance fee must be paid at time of SentiKey application. Please use the chart to determine the amount owed.

Amount Owed @ Application	SentiKey Fees w/\$50 Issuance Fee
<u>SentiKey Application DATES</u>	<u>Total Due</u>
November	\$104
December	\$86
January	\$122
February	\$104
March	\$86
April	\$122
May	\$104
June	\$86
July	\$122
August	\$104
September	\$86
October	\$122

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, and B 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.

AUTHORIZED USER SIGNATURE: _____

WMLS REPRESENTATIVE SIGNATURE: _____

Williamsburg Multiple Listing Service, Inc.
SENTRIKEY SERVICE AGREEMENT

THIS SENTRIKEY SERVICE AGREEMENT (the "Agreement") is entered into as of the _____ day of

_____, 20____, by and between the Williamsburg Multiple Listing Service, Inc. (WMLS) and

 (Printed Name) SENTRIKEY USER (Authorized Licensed User of the WMLS)

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

SENTRIKEY USER, PARTICIPANT, and the WMLS agree as follows:

SERVICE AGREEMENT: SentriKey hereby provides to the WMLS, and SENTRIKEY USER hereby receives from the WMLS, access to the SentriKey Lockbox Service, via a mobile application (SentriKey), and online services. In addition, SentriKey hereby grants to SENTRIKEY USER 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 SENTRIKEY USER terminates membership with the WMLS or upon WMLS receipt of a fully executed SentriKey Product Report (Form 121) requesting termination of the SentriKey Service.

SENTRIKEY CREDENTIALS: SENTRIKEY USER acknowledges that personal, private, credentials are required to access the SentriKey Lockbox Service and must be kept confidential. Access may be inactivated at any time if required by SentriKey or the WMLS.

PAYMENTS:

a. During the term of this agreement, SENTRIKEY USER, shall pay to the WMLS quarterly fees for use of the Service (the "Quarterly System Fee"). The first payment of the Quarterly System Fee shall be pro-rated in an amount as determined and shall be due upon SENTRIKEY USER'S execution of this Agreement. (Each subsequent payment of the Quarterly System Fee, as invoiced by the WMLS, shall be due and payable each consecutive quarter during the Term.) Failure of WMLS or its designee to invoice SENTRIKEY USER for the Quarterly System Fee shall not relieve SENTRIKEY USER of its obligation to pay the Quarterly System Fee when due and payable pursuant to this Agreement.

b. The amount of the Quarterly System Fee is subject to adjustment annually based upon administration and operational costs incurred by the WMLS. SENTRIKEY USER expressly authorizes WMLS to adjust the Quarterly System Fee in each year during the Term of this Agreement.

c. All sums payable by SENTRIKEY USER hereunder shall be paid to WMLS, Inc. in immediately available funds.

d. All quarterly system fees and any other sums payable by SENTRIKEY USER hereunder are non-refundable.

SECURITY OF SENTRISMART: SENTRIKEY USER, acknowledges that it is necessary to maintain security of the SentriSmart application to prevent its use by unauthorized persons. Consequently SENTRIKEY USER agrees to the following: The SENTRIKEY USER

- a. shall not loan the SentriKey application to any person for any purpose whatsoever nor shall permit the SentriKey application to be used for any purpose by any other person
- b. understands that downloads of the SentriKey application to Smart Phones, tablets, and other devices, owned by SentriKey User are limited
- c. shall follow all additional security procedures as specified by the WMLS

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 SENTRIKEY USER 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 SENTRIKEY USER 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 SENTRIKEY USER.

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- d. Participant agrees to notify the WMLS immediately, in writing, should the Participant or SENTRIKEY USER terminate their relationship or should the SENTRIKEY USER's license be transferred or returned to the licensing Board and,
- e. Participant agrees that he/she is jointly and severally liable, together with the SENTRIKEY USER, for all duties, responsibilities and undertakings of the SENTRIKEY USER under this Agreement and understands that failure to follow the provisions of the SentriKey Service Agreement may result in the loss of WMLS SentriKey privileges and, further, could cause the WMLS to inactivate all SentriKeys issued to the Participant and the Participant's SENTRIKEY USERS.

DISCLOSURE TO CLIENTS: The SENTRIKEY USER 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 SENTRIKEY USER agree to be subject to the disciplinary rules and procedures of the WMLS for violation of any provision of this Agreement and/or the Williamsburg Multiple Listing Service, Inc. Rules & Regulations. Discipline may include, but not limited to, inactivation of the Participant's and/or SENTRIKEY USER's SentriKey application.

INDEMNIFICATION: Participant and/or SENTRIKEY USER 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 SentriKey Lockbox 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 SentriKey Lockbox System.

REIMBURSEMENT: Participant and/or SENTRIKEY USER agree that, in the event that the WMLS shall prevail in any legal action brought by or against the Participant and/or SENTRIKEY USER to enforce the terms of this Agreement, the Participant and/or SENTRIKEY USER 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, SENTRIKEY USERS and the WMLS with respect to the SentriKey Lockbox Service. 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 SENTRIKEY USER.

IN WITNESS WHEREOF, WMLS, PARTICIPANT and SENTRIKEY USER have caused this agreement to be duly executed as of the date set forth in the preamble of this agreement.

SENTRIKEY USER: _____
(Signature)

SENTRIKEY USER: _____
(Please PRINT)

PARTICIPANT: _____
(Signature)

PARTICIPANT: _____
(Please PRINT)



Credit Card Payment Authorization Firm/Member Fees

I hereby authorize the Williamsburg Area Association of REALTORS® AND/OR the Williamsburg Multiple Listing Service to charge the credit card listed below for payment of:

WMLS & SentiKey Fees

- WMLS and SentiKey fee items including \$100 New WMLS Firm or Branch, \$375 Initial Affiliate Service, etc.

WAAR Fees

- WAAR fee items including \$300 WAAR Firm/Branch, \$50 REALTOR® Transfer Fee, etc.

Recurring Payment Information: If choosing automatic payments, your credit card will automatically be charged for the items indicated below on the 10th day of the month fees are due...

- I wish to keep this credit card number on file for automatic payment of my WMLS service fees.
I wish to keep this credit card number on file for automatic payment of ALL my WAAR & WMLS fees.
Please do not keep the credit card number below on file for future use.

Credit Cardholder Name: _____

Credit Card Billing Address: _____

Contact Phone Number: _____ Email Address: _____

Credit Card Type: [] Visa [] MasterCard [] Discover [] American Express

Credit Card #: _____ Exp. Date: ____ / ____

NOTE: A new Payment Authorization Form will be needed on or before your credit card expiration date in order for automatic payments to continue.

Total Charged to Card: WMLS Fees \$ _____ SentiKey Fees \$ _____ WAAR Fees \$ _____

Signature: _____