

**Fully complete** and submit this form to apply for FIRM REALTOR® membership with WAAR (Sections I & II) and/or FIRM Participation with WMLS\* (Sections I & III). A copy of your current real estate license and a copy of your current real estate firm license must be submitted at time of application. Complete Section IV to submit a change of Firm name and/or address. **\*NOTE: All licensees assigned to the firm must also subscribe to the WMLS OR complete and return an Application for Waiver of WMLS Subscription Fees (Addendum A).**

**SECTION I: Firm Information – Must be completed**

Firm/Branch Name: \_\_\_\_\_

Firm/Branch Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The Firm Address above is:  Main Office  Branch Office

Firm Type:  Sole Proprietor  Partnership  Corporation  LLC (Limited Liability)  Majority Shareholder

Office Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Firm/Branch State License #: \_\_\_\_\_ Firm/Branch NAR Office ID #: \_\_\_\_\_

Firm Principal/Managing\* Broker Name: \_\_\_\_\_ Principal Broker's NRDS# \_\_\_\_\_

Principal/Managing\* Broker Home Address: \_\_\_\_\_

Principal/Managing\* Broker Email Address: \_\_\_\_\_ Broker License #: \_\_\_\_\_

Principal Broker Name (if other than Managing Broker\*): \_\_\_\_\_  
(Please Print)

**\* Authorized by Principal to handle administrative matters for this firm location and registered at DPOR as the person "In Charge Of" this branch.**

**Names of ALL other Partners/Officers/of your firm (PLEASE PRINT):**

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

**SECTION II – WAAR Firm/Branch Application - \$300 fee applies (If Principal/Managing Broker is not a REALTOR® member, application for WAAR REALTOR® membership must accompany this firm application)**

I hereby apply my firm for membership in the Williamsburg Area Association of REALTORS®. In the event my application is approved, I agree as a condition of membership to complete the orientation courses. I further agree to pay the dues and fees of WAAR and will abide by the Code of Ethics, Bylaws, Association Policies, and duty to arbitrate, all as from time to time established and/or amended. Finally, I consent and authorize WAAR to invite and receive information and comment about me and my firm from any Member or other person, and I agree that any information and comment furnished to WAAR by any Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character.

\_\_\_\_\_  
**Principal or Authorized Managing Broker's Signature**

\_\_\_\_\_  
**Date**

**SECTION III – WMLS Firm Application or Reactivation**

**\*NOTE: All licensees assigned to the firm must also subscribe to the WMLS OR complete and return an Application for Waiver of WMLS Subscription Fees (Addendum A).**

New Firm/Branch- \$100      OR       Firm/Branch Reactivation - \$100

I hereby apply my firm for Participation in the Williamsburg Multiple Listing Service (WMLS) and attest to the following:

1. I hold a current and valid real estate broker's license and I am authorized to offer or accept compensation to and from other Participants on behalf of the firm - OR – I am licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.
2. I am the REALTOR® principal/managing broker, partner, corporate officer, or the branch office manager designated by the above named firm, which qualifies me as the "Participant" in the WMLS and I shall have all rights, benefits, and privileges of the WMLS.
3. I shall accept all obligations to the WMLS for the Firm and for compliance with all WMLS Bylaws, Rules, Regulations and Policies by all persons affiliated with the firm who utilize the WMLS.
4. I hereby accept personal responsibility for compliance and the payment of WMLS fees and charges on behalf of the firm. I also understand that WMLS invoices are sent electronically ONLY.
5. I will be bound by the REALTOR® Code of Ethics on the same terms and conditions as members of the Williamsburg Area Association of REALTORS® and agree to submit to ethics hearings and the duty to arbitrate contractual disputes with other WMLS Participants.
6. I understand that licensees, support staff, assistants and I may not use the WMLS in any way unless properly registered by submitting the required WMLS forms.

**Principal/Managing Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SECTION IV – Change of Firm Name and/or Address- \$55 fee applies and will be invoiced to broker**

Name Change: Old Firm Name \_\_\_\_\_

New Firm Name: \_\_\_\_\_

Change of Address: Old Firm Address: \_\_\_\_\_

New Firm Address: \_\_\_\_\_

**Principal/Managing Broker's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Williamsburg Area Association of REALTORS®**  
5000 New Point Rd. Suite 1101  
Williamsburg, VA 23188  
Email: [Info@WAAREaltor.com](mailto:Info@WAAREaltor.com)

**Phone: 757-253-0028**  
**Fax: 757-253-1559**



- NEW USERS:** Those who have never had WMLS service. New Users must fully complete this registration Form 101 and Form 113 (WMLS License Agreement) and submit along with payment (see chart-page 3) before access to the WMLS will be granted. **NOTE: SentiKey Service** - A completed SentiKey Service Agreement (Form 118) must be submitted prior to SentiKey system activation. Key issuance fee - \$50 plus prorated quarterly SentiKey fees will apply. See SentiKey payment chart on page 3.
- REACTIVATING/TRANSFER USERS:** Inactive or transferring Users of the WMLS service. Forms 104 and 104A (WAAR/WMLS Resignation/Cancellation Form and Active and Pended Listings Change Request) must also be received from former broker before transfer can be completed. Fees: \$50 fee plus pro-rated quarterly WMLS fees. **NOTE: SentiKey Service** - A completed SentiKey Service Agreement (Form 118) must be submitted prior to SentiKey system reactivation. Key reactivation fee - \$50 plus prorated quarterly SentiKey fees will apply if reactivating after 30 days. See SentiKey payment chart on page 3.

**SECTION I: USER INFORMATION**

**User Type:**  
 Participant/Broker  Subscriber/Agent  Licensed Staff  Appraiser  Licensed Assistant for \_\_\_\_\_

**USER Name:** \_\_\_\_\_ **Nickname, if any:** \_\_\_\_\_

**USER Mobile Number:** \_\_\_\_\_ **Business E-mail:** \_\_\_\_\_

**Firm/Branch Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Real Estate or Appraiser License Number:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

Are you a member of a REALTOR® Association ?  Yes  No  
*If yes, a letter of good standing from your Association (if other than WAAR) **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. I am responsible for ensuring that this user complies with WMLS Bylaws and Rules and Regulations.
2. The WMLS Board of Directors reserves the right to deny or revoke WMLS Services for any person.
3. 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.
4. Non-registered licensees, support staff and assistants may not use WMLS services in any way unless properly registered with the WMLS.
5. 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.
6. **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 Training for New Users (Training is required for Reactivating Users if inactive for at least one year.)**

**All class hours: 9:00 a.m. – 12:30 p.m.**

Select one:

January 17, 2020

February 14, 2020

March 13, 2020

April 17, 2020

May 15, 2020

June 12, 2020

July 17, 2020

August 14, 2020

September 11, 2020

October 9, 2020

November 13, 2020

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 of automatic credit card payments when recurring billings are due, please complete a "Payment Authorization Form".)*

\*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). Reactivating Users must complete the training if they have been inactive from the WMLS for one year or more. **Note:** Remote online training is available upon request (if interested please contact us). Payment of WMLS 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 and SentiKey Service Fees**

**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.

	<b>Quarterly Fees</b>
<b><u>New User Application DATES</u></b>	<b><u>Total Due</u></b>
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/reactivation fee must be paid at time of SentiKey application. Please use the chart to determine the amount owed.

	<b>SentiKey Fees (includes \$50 Fee)</b>	<b>SentiKey Fees (w/o \$50 fee - for reactivations/transfers within 30 days)</b>
<b><u>SentiKey Application DATES</u></b>	<b><u>Total Due</u></b>	<b><u>Total Due</u></b>
November	\$104	\$54
December	\$86	\$36
January	\$122	\$72
February	\$104	\$54
March	\$86	\$36
April	\$122	\$72
May	\$104	\$54
June	\$86	\$36
July	\$122	\$72
August	\$104	\$54
September	\$86	\$36
October	\$122	\$72



**NEW WMLS Unlicensed Users  
Registration Form (Section I & II)**

*\$75 application fee + pro-rated fees (\$5.00 per mo.) applies  
AND Cancellation Form (Section III)*

**SECTION I:** Only NEW unlicensed users in the firm (having never had WMLS service or inactive for more than 30 days) who will utilize the WMLS must fully complete and submit this registration form and pay the appropriate fees (see chart on page 2) before access to WMLS will be granted. **FORM 113/License Agreement** must also accompany this form.

**Firm/Branch Name:** \_\_\_\_\_

**Firm/Branch Address:** \_\_\_\_\_

**Unlicensed User's Name:** \_\_\_\_\_ **Mobile#** \_\_\_\_\_

**Business Email address:** \_\_\_\_\_

Please select **ONE** of the following registration options for the above-named individual.

- 1) \_\_\_ Staff access to the Main Office (+ All Branches)      2) \_\_\_ Staff access to the Branch Office listed above
- 3) \_\_\_ Assistant to (**Licensed User Name**) \_\_\_\_\_

**NOTE:** Only the Principal/managing broker for the main office is authorized to register a user for option #1.

1. I understand that the firm will be assessed a monthly recurring fee for the above individual after the first pro-rated quarter is paid at application. Additionally, I realize that options 1-2 above enable the person to add and change all of the listings for any licensed User affiliated with the main office or the branch specified and view all MLS data as is available in the MLS system.
2. I am responsible for ensuring that this user complies with WAAR and WMLS policies and the WMLS Rules and Regulations. I certify that the above individual is employed by our firm or is employed by a licensed User affiliated with our firm. I realize that I am responsible for limiting the use of the information by the above-named individual to help licensed Users affiliated with our firm to list, appraise, and/or assist customers and clients in selling and buying properties, and that I may not allow the person access to the information for their own personal use. I understand that only registered Users are allowed access to the MLS.
3. I agree to notify WMLS within 24 hours, by completing Section III, when the unlicensed user is no longer employed by our firm or a Licensed User.
4. The WMLS Board of Directors reserves the right to deny or revoke WMLS Services for any person.
5. All users of the WMLS are required to complete 3 & 1/2 hours of training within sixty (60) days after access has been provided to the WMLS database (select class in Section II). Classes may be streamed remotely 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.

\_\_\_\_\_  
**Principal/Managing Broker's (Participant) Signature**

\_\_\_\_\_  
**Date**

**SECTION II. Required New User Training Class Dates (must select one):**

**All Class Hours: 9:00 a.m. – 12:30 p.m.**

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> November 15, 2019 | <input type="checkbox"/> January 17, 2020  | <input type="checkbox"/> May 15, 2020    | <input type="checkbox"/> September 11, 2020 |
| <input type="checkbox"/> December 13, 2019 | <input type="checkbox"/> February 14, 2020 | <input type="checkbox"/> June 12, 2020   | <input type="checkbox"/> October 9, 2020    |
|  | <input type="checkbox"/> March 13, 2020    | <input type="checkbox"/> July 17, 2020   | <input type="checkbox"/> November 13, 2020  |
|  | <input type="checkbox"/> April 17, 2020    | <input type="checkbox"/> August 14, 2020 | <input type="checkbox"/> December 11, 2020  |

**SECTION III: Complete this Section to Cancel Unlicensed User Access**

**I understand the following:**

1. My firm is responsible for all currently invoiced quarterly recurring fees for this user.
2. The user's WMLS service will be terminated on the cancellation date (see below) or the date this form is received by Association staff, whichever is later.

Firm/Branch Name: \_\_\_\_\_

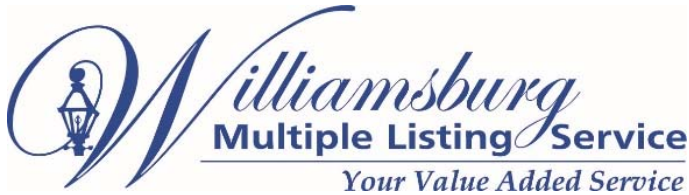
Unlicensed User Name (Please Print): \_\_\_\_\_

Cancellation Date: \_\_\_\_\_

**Principal/Managing Broker (Participant) Signature:** \_\_\_\_\_

<u>New Unlicensed User Application DATES</u>	<u>Amount Owed @ Application</u>
October 2019	\$101.25
November 2019	\$90.00
December 2019	\$85.00
January 2020	\$95.00
February 2020	\$90.00
March 2020	\$85.00
April 2020	\$95.00
May 2020	\$90.00
June 2020	\$85.00
July 2020	\$95.00
August 2020	\$90.00
September 2020	\$85.00
October 2020	\$95.00

**WMLS pro-rated quarterly fees (\$5.00 per month) + application fee (\$75) must be paid at time of application. Please use the chart to determine the amount owed.**



## ADDENDUM A

### APPLICATION FOR WAIVER OF WMLS SUBSCRIPTION FEES

**The WMLS Participant (Managing Broker) is required to submit either a Form 101 (Licensed User Registration Form) OR an Application for Waiver of WMLS Subscription Fees (Addendum A) for all licensees within 10 business days of their license being issued to their firm/branch. NOTE: WMLS Participant (Managing Broker) must verify waiver Applicant(s) subscription to a different MLS by submitting a letter of good standing for each Applicant to the WMLS.**

The individual(s) named on Page 2 of this form qualifies for exemption from payment of WMLS Subscription Fees, provided such Waiver Applicant(s) continuously satisfies the following eligibility requirements.

1. Waiver Applicant(s) already subscribes to a different MLS or CIE (Commercial Information Exchange) where their principal broker is an MLS Participant
2. Waiver Applicant(s) does not, and will not, use the WMLS services and content, including, but not limited to:
  - a. Accessing current listing data, comp and statistical information/reports, and WMLS data feeds
  - b. Using WMLS products and services available only to authorized WMLS Subscribers affiliated with the WMLS Participant
3. Waiver Applicant is NOT a listing agent for any active listing filed with the WMLS
4. Waiver Applicant does NOT actively control WMLS's lockboxes
5. Waiver Applicant is NOT part of a designated real estate "Team" where one or more of the other Team members are subscribers to the WMLS

### WAIVER OF INDIVIDUALS AFFILIATED WITH WMLS PARTICIPANT

The Participant hereby acknowledges the Waiver Applicant(s) on Page 2 have been informed that any change to their waiver eligibility as defined herein must be communicated immediately to the Participant. Waiver Applicant(s) further acknowledges that non-compliance with the terms of the Application Form and its notification provisions will result in the Participant incurring Subscriber Fee and a non-compliance fee. Participant certifies that the following Waiver Applicant(s) meet all the requirements for receiving an WMLS Subscription Fee waiver as described herein.

NOTE: This form must be fully completed and signed by the WMLS Participant (Managing Broker) and Applicant(s). In addition, letters of good standing must be received for all waiver Applicants for waiver requests to be accepted and the WMLS will then respond to the Participant with "Approved" or "Denied" confirmation.



**CERTIFICATION BY WAIVER APPLICANT'S WMLS PARTICIPANT (MANAGING BROKER)**

I certify that the Waiver Applicant(s) named below is/are affiliated with me and meets the above requirements, and therefore is/are eligible for a waiver of WMLS Subscription Fee(s).

Further, I agree to notify the WMLS within three (3) business days if any waiver recipient becomes ineligible for a waiver. Simultaneously with such notice to the WMLS, I will either (i) return the agent's license to DPOR, or (ii) require that the agent subscribe to the WMLS within three (3) business days of the notification. Such affirmative notice, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall not incur the penalties described below.

Penalties: I understand that any violation of the conditions herein will result in automatic revocation of the waiver from the individual recipient. I agree to pay WMLS Subscription Fees, retroactive to the beginning of the current billing year or the date of this Application Form (whichever is less), plus a \$500 non-compliance fee for each waiver recipient that has his or her waiver revoked, within three (3) business days after the waiver recipient becomes ineligible for this waiver. I acknowledge that non-payment of the amounts owed, by the due date, as indicated on the WMLS invoice, will result in WMLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

I understand that I will need to supply an additional signed Application Form for any future Waiver Applicant(s).

\_\_\_\_\_  
Signature of WMLS Participant (Managing Broker) Date

\_\_\_\_\_  
Printed Name of WMLS Participant (Managing Broker)

\_\_\_\_\_  
Printed Company Name

<b>Printed Applicant Name</b>	<b>RE License #</b>	<b>Applicant Signature</b>

(More Applicants may be submitted on a separate attachment)

**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.  
SERVICE FEES AND ASSESSMENTS**

**FORM 105**

<b>New Firm/ Branch Application Fee</b>	\$100.00
<b>Firm/Branch Reactivation Fee</b>	\$100.00
<b>Affiliate Service Fee</b>	\$375.00
<b>New Unlicensed User Registration Fee (includes required training)</b>	\$ 75.00
<b>Change in Participant/Designated Broker</b>	\$150.00
<b>Tiered WMLS Data Pricing (Annually):</b>	
RETS Vendors (Technology Providers) who distribute WMLS listings to a consumer facing website, for national syndication, if not supporting the REALTOR brand in any way	\$5,000.00
RETS Vendors (Technology Providers) who service websites of WMLS participants and subscribers	\$1,500.00
RETS Vendors (Technology Providers) who provide a service back to WMLS participants and subscribers	\$ 500.00
<b>WMLS RETS Data Set-up Fee</b>	\$ 750.00
<b>Monthly Recurring Fees:</b>	
Assessed to Participants (Brokers) and Licensed Users	\$ 57.00
Assessed to Participant (Broker) for each Unlicensed User registered with the Company*	\$ 5.00
Assessed to Affiliate Service Users	\$ 30.00
<b>Licensed User Transfer/Reactivation Fee:</b>	
Assessed to Licensed User transferring/reactivating	\$ 50.00
<b>Company Change Request Fee:</b>	
Company Name and/or Address Change	\$ 55.00
<b>New Listing Fee:</b>	
Direct Office Entry	\$ .00
WMLS Staff Entered	\$ 150.00
<b>Change to Existing Listing Fee:</b>	
Direct Office Entry changes to existing listings	\$ .00
WMLS Staff to enter a change for an existing listing	\$ 20.00
<b>Photo Fee:</b>	
Direct Office Entry	\$ .00
WMLS Staff Entered Primary Photo & Each Additional Photos	\$ 20.00
Member photo (shall be provided to WMLS for scanning)	\$ 20.00
Replacement for primary/additional/member photos (each)	\$ 20.00
<b>SentriKey / LockBox:</b>	
NOTE: A Keyholder Service Agreement for the SentriKey system must also be completed. (Checks for the following items are to be made payable to the WMLS, Inc.)	
Issuance Fee	\$ 50.00
SentriKey Quarterly System Fee (pro-rated)	\$ 54.00
New LockBox	\$ 85.00+

**\*NOTE:**

Non-registered licensees, support staff and assistants may not use WMLS services in any way unless properly registered with the WMLS. If any non-registered person uses the WMLS in any way the registered firm is responsible for fees applied retroactively.

11.01.19



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 options including \$100 New WMLS Firm or Branch, \$375 Initial Affiliate Service, etc.

WAAR Fees

- WAAR fee options 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...

- Options for automatic payment: I wish to keep this credit card number on file for automatic payment of my WMLS service fees, ALL my WAAR & WMLS fees, etc.

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: \_\_\_\_\_

**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 Area Association of REALTORS® APPLICATION FOR REALTOR® MEMBERSHIP

I hereby apply for REALTOR® Membership in the **Williamsburg Area Association of REALTORS®**, enclosing payment for my REALTOR® dues\* and application fees. I understand that my dues will be returned to me in the event of non-election and that the application fee is nonrefundable.

I will attend an orientation program to include course topics as approved by the WAAR Board of Directors within **120** days of application for membership. Failure to meet this requirement may result in having my membership terminated.

In the event of my election, I agree to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, which includes the duty to arbitrate (or to mediate if required by the association). I also agree to abide by the Constitution, Bylaws and Rules and Regulations of the above-named Association, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.

I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

I also consent that the association may invite and receive information and comment about me from any member or other persons, and that any information and comment furnished to the association by any person in response to the invitation shall be conclusively deemed to be privileged and not form the basis of any action for slander, libel, or defamation of character.

**NOTE:** Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR® member.

\* Dues are prorated according to month joining unless membership was held the previous year.

<b>PERSONAL INFORMATION:</b>					
First Name		Middle Name			
Last Name		Suffix <input type="checkbox"/> Jr, <input type="checkbox"/> III, <input type="checkbox"/> Sr, <input type="checkbox"/> Etc.			
Nickname (DBA):					
Home Address:					
City:		State:		Zip:	
Home Phone:		Cell Phone:			
Personal Fax:					
Business E-mail Address:				Date of Birth:	
Real Estate License # and Exp. Date					
Licensed/Certified Appraiser:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Appraisal License #		

**COMPANY INFORMATION:**

Office Name:

Office Address:

Your Position

 Principal  Partner  Corporate Officer :  Branch Manager  
 Licensed Salesperson  Associate Broker
**PREFERRED MAILING/CONTACT INFORMATION:**Preferred Phone:  CellPreferred E-mail:  Primary E-mailPreferred Mailing:  Home  Office**APPLICANT INFORMATION:**Are you presently a member of any other Association of REALTORS®?  Yes  No

If yes, name of Association

Type of membership held:

Have you previously held membership in any other Association of REALTORS®?  Yes  No

If yes, name of Association

Type of membership:

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending?  Yes  No

(If yes, provide details.)

If you are now or have ever been a REALTOR®, indicate your NAR

membership (NRDS) #

Last date (year) of completion of NAR's Code of Ethics training requirement:

Have you ever been refused membership in any other Association of REALTORS®?  Yes  No

If yes, state the basis for each such refusal and detail the circumstances related thereto:

Is the Office Address, as stated, your principal place of business?  Yes  NoDo you hold, or have you ever held, a real estate license in any other state?  Yes  No

If so, where:	
Have you been found in violation of state real estate licensing regulations or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, provide details:	
* Have you been convicted of a felony or other crime? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, provide details:	
* A. judgments against the applicant within the past three (3) years of violations of (1) civil rights laws, (2) real estate license laws, and (3) or other laws prohibiting unprofessional conduct against the applicant rendered by the courts or other lawful authorities. B. criminal convictions if (1) the crime was punishable by death or imprisonment in excess of one year under the law under which the applicant was convicted, and (2) no more than ten years have elapsed since the date of the conviction or the release of the applicant from the confinement imposed for that conviction, whichever is the later date.	

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted.

I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Williamsburg Area Association of REALTORS® are not deductible as charitable contributions. A portion of such payments may, however, be deductible as an ordinary and necessary business expense. No refunds shall be given for any reason.

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

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

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

5000 New Point Rd, Ste 1101  
 Williamsburg, VA 23188  
 (757) 253-0028  
 (757) 253-1559 (Fax)

11.01.19





## 2020 WAAR REALTOR® Member DUES SCHEDULE

National, State and Local Association Dues	Dues Prorated Based on Month You Join WAAR											
	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct
Dues and Fees to Initiate REALTOR® Membership	2019	2019	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020
National Association of REALTORS® (NAR) dues	\$175.00	\$162.50	\$150.00	\$137.50	\$125.00	\$112.50	\$100	\$87.50	\$75.00	\$62.50	50.00	37.50
NAR Public Awareness Campaign	\$70.00	\$70.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
NAR dues subtotal	\$245.00	\$232.50	\$185.00	\$172.50	\$160.00	\$147.50	\$135.00	\$122.50	\$110.00	\$97.50	\$85.00	\$72.50
VA Assoc. of REALTORS® dues	\$208.75	\$208.75	\$170.00	\$170.00	\$170.00	\$127.50	\$127.50	\$127.50	\$85.00	\$85.00	\$85.00	\$42.50
VAR NEW Member Fee	\$155.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00
VAR dues subtotal	\$363.75	\$363.75	\$340.00	\$340.00	\$340.00	\$297.50	\$297.50	\$297.50	\$255.00	\$255.00	\$255.00	\$212.50
WAAR REALTOR® local dues	\$296.00	\$296.00	\$296.00	\$222.00	\$222.00	\$222.00	\$148.00	\$148.00	\$148.00	\$74.00	\$74.00	\$74.00
WAAR New Member App. Fee	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
WAAR subtotal	\$596.00	\$596.00	\$596.00	\$522.00	\$522.00	\$522.00	\$448.00	\$448.00	\$448.00	\$374.00	\$374.00	\$374.00
<b>Total REALTOR® Dues &amp; Fees</b>	<b>\$1,204.75</b>	<b>\$1,192.25</b>	<b>\$1,121.00</b>	<b>\$1,034.50</b>	<b>\$1,022.00</b>	<b>\$967.00</b>	<b>\$880.50</b>	<b>\$868.00</b>	<b>\$813.00</b>	<b>\$726.50</b>	<b>\$714.00</b>	<b>\$659.00</b>

All dues and fees are non-refundable and payable to the Williamsburg Area Association of REALTORS®

Secondary and Transfer Memberships pay WAAR local dues + \$100 WAAR application (not \$300) and any new firm application fees that may apply

RPAC (Suggested) Contribution for 2020 is \$50. This suggested amount is not included in any rate above and not required for membership in WAAR

Williamsburg Area Association of REALTORS ∞ 5000 New Point Rd, Suite 1101, Williamsburg, VA 23188 | O: 757-253-0028 | F: 757-253-1559

# New Member Orientation

## Course Dates

8:30 am - 4:00 pm

November 7, 2019

February 6, 2020

May 7, 2020

August 6, 2020

November 5, 2020

Your real estate license number is required for credit submission.

## Agenda

### Introduction to WAAR, VAR & NAR

8:30 - 10:00

### Antitrust

10:00 - 11:00

### Legislative/Legal Update

*This class contains the mandatory flood insurance information*

11:00 - 12:00

### REALTOR® Code of Ethics

*This class meets the NAR requirement for Biennial Ethics*

1:00 - 4:00

***The New Member Orientation Program must be completed in its entirety within 120 days of application in order to earn the REALTOR® designation.***



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

Company: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone \_\_\_\_\_

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

Signature indicates acceptance of rescheduling policy. Rescheduling may occur within your 120 day requirement but must be received in writing prior to your class date. After the 120 requirement period a \$35 registration fee will apply.

No Shows will be required to pay a \$35 registration fee to attend a future Orientation. No credit(s) will be extended for substitute class registrations.

Please return this registration form with your application for membership to the Williamsburg Area Association of REALTORS®.

**NOTE:** Opinions and information delivered in all WAAR courses should be confirmed as compliant with the student's company policy before including in business practices.

Please notify us in advance if you have a disability that requires special services.