

IMPORTANT

Transferring Licensed User –

1. **Form 104** – Must be completed and signed by the broker of the company the agent is **LEAVING**.
2. **Forms 101, 118 & 107** – Must be completed and signed by the agent and the broker of the **NEW** company
3. **If Transferring Licensed User is not yet showing up on the DPOR website at the new company, DPOR paperwork requesting the transfer must be included.**

All forms must be completed and received by WAAR before your transfer can be processed.

Questions? Call WAAR at 757-253-0028 or email info@WAARRealtor.com



WMLS Licensed User Registration Form

| | |
|----------------------------|---------------------------------|
| <u>New User</u> - | \$50 + pro-rated quarterly fee |
| <u>Transferring User</u> - | \$50 + pro-rated quarterly fee |
| <u>Reactivating User</u> - | \$100 + pro-rated quarterly fee |

Only fully completed Registration Forms will be processed.

- NEW LICENSED USER:** 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) and a SentiLock Product Report (Form 121) must be submitted prior to SentiKey system activation. SentiKey fees - See SentiKey payment chart on page 3.
- TRANSFERRING LICENSED USER:** Transferring User of the WMLS service. Form 104 (WAAR/WMLS Resignation/Cancellation Form) must also be received from former broker before transfer can be completed. If transferring agent is a key holder, a SentiKey Service Agreement (Form 118) must accompany this Form 101.
- REACTIVATING LICENSED USER** – Previous WMLS user; currently in “inactive” status. Reactivating Users must fully complete this registration Form 101 and Form 113 (WMLS License Agreement) and submit along with payment before access to the WMLS will be granted. Must pay any unpaid fees from prior WMLS membership plus \$100 reactivation fee plus pro-rated quarterly WMLS fees. **NOTE: SentiKey Service** - A completed SentiKey Service Agreement (Form 118) and a SentiLock Product Report (Form 121) must be submitted prior to SentiKey system reactivation. SentiKey fees – Key reactivation and prorated fees apply. 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 team? Yes No

Per WMLS Rules and Regulations Section 1.2b: All “Team” members must be authorized users of the WMLS.

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

If yes, name of other MLS _____

SECTION II. Mandatory Training for New Users *(Mandatory for Reactivating Users if inactive for at least one year.)*

Must be completed within 60 days of application. Classes are held virtually through Zoom.

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

Select one:

- | | | | | |
|--|--|---|---|--|
| <input type="checkbox"/> October 15, 2021 | <input type="checkbox"/> January 14, 2022 | <input type="checkbox"/> April 15, 2022 | <input type="checkbox"/> July 15, 2022 | <input type="checkbox"/> October 14, 2022 |
| <input type="checkbox"/> November 12, 2021 | <input type="checkbox"/> February 11, 2022 | <input type="checkbox"/> May 13, 2022 | <input type="checkbox"/> August 12, 2022 | <input type="checkbox"/> November 11, 2022 |
| <input type="checkbox"/> December 10, 2021 | <input type="checkbox"/> March 11, 2022 | <input type="checkbox"/> June 10, 2022 | <input type="checkbox"/> September 16, 2022 | <input type="checkbox"/> December 9, 2022 |

SECTION III. 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. I am responsible for any unpaid, past due fees and fines for all inactivated licensees within the firm.
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. I understand that 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) along with a Letter in Good Standing from their current MLS.
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.**

Principal/Managing Broker's (Participant) Signature

Date

SECTION IV. REQUIRES LICENSED 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".)*

Matrix Training Class - 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 II). Reactivating Users must complete the training if they have been inactive from the WMLS for one year or more. 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.

Licensed User Signature: _____ **Date:** _____

WMLS & SentiKey Service Fees

WMLS & SentiKey are billed on a Fiscal Year: Nov – Oct
All fees must be paid at time of application.

| WMLS Service Fees | \$59/month | | | Total Due Reactivating User | |
|--------------------------|---------------------------|--|--|--|-------------------------------|
| | Registration DATES | User Application/Reactivation Fee | Prorated Quarterly Fees | | Total Due New User |
| | November | \$50/\$100 | \$177 | | \$227 |
| December | \$50/\$100 | \$118 | \$168 | \$218 | |
| January | \$50/\$100 | \$236 | \$286 | \$336 | |
| February | \$50/\$100 | \$177 | \$227 | \$277 | |
| March | \$50/\$100 | \$118 | \$168 | \$218 | |
| April | \$50/\$100 | \$236 | \$286 | \$336 | |
| May | \$50/\$100 | \$177 | \$227 | \$277 | |
| June | \$50/\$100 | \$118 | \$168 | \$218 | |
| July | \$50/\$100 | \$236 | \$286 | \$336 | |
| August | \$50/\$100 | \$177 | \$227 | \$277 | |
| September | \$50/\$100 | \$118 | \$168 | \$218 | |
| October | \$50/\$100 | \$236 | \$286 | \$336 | |

| SentiKey Service Fees | | | |
|-----------------------------------|---|--|------------------|
| SentiKey Application DATES | User Issuance/Reactivation Fee | Prorated Quarterly Fees | Total Due |
| November | \$50 | \$54 | \$104 |
| December | \$50 | \$36 | \$86 |
| January | \$50 | \$72 | \$122 |
| February | \$50 | \$54 | \$104 |
| March | \$50 | \$36 | \$86 |
| April | \$50 | \$72 | \$122 |
| May | \$50 | \$54 | \$104 |
| June | \$50 | \$36 | \$86 |
| July | \$50 | \$72 | \$122 |
| August | \$50 | \$54 | \$104 |
| September | \$50 | \$36 | \$86 |
| October | \$50 | \$72 | \$122 |

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: SentiKey hereby provides to the WMLS, and SENTRIKEY USER hereby receives from the WMLS, access to the SentiKey Lockbox Service, via a mobile application (SentiKey), and online services. In addition, SentiKey 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 SentiKey Product Report (Form 121) requesting termination of the SentiKey Service.

SENTRIKEY CREDENTIALS: SENTRIKEY USER acknowledges that personal, private, credentials are required to access the SentiKey Lockbox Service and must be kept confidential. Access may be inactivated at any time if required by SentiKey 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 SentiSmart application to prevent its use by unauthorized persons. Consequently, SENTRIKEY USER agrees to the following: The SENTRIKEY USER

- a. shall not loan the SentiKey application to any person for any purpose whatsoever nor shall permit the SentiKey application to be used for any purpose by any other person
- b. understands that downloads of the SentiKey application to Smart Phones, tablets, and other devices, owned by SentiKey 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.

SentriKey Service Agreement Page 2 of 2

- 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 options including New Licensed WMLS User Fees, New Unlicensed WMLS User Fees, \$100 Reactivation Fee, \$50 Transfer Fee, SentiKey Fees, \$100 New WMLS Firm or Branch, \$100 WMLS Firm/Branch Reactivation, \$45 WMLS Firm/Branch Quarterly Ancillary Fee, \$150 Change of Broker, \$50 Initial Firm Affiliate Service, \$50 Change of WMLS Affiliate Representative, \$25 Affiliate Firm Re-Activate, and \$90 Affiliate Quarterly User Fee.

WAAR Fees

- WAAR fee options including WAAR Dues for REALTOR® application, \$50 REALTOR® Transfer Fee, \$50 REALTOR® Reactivation Fee, \$300 New WAAR Firm/Branch, and \$150 Change of Broker/ DR.

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 (if the 10th falls on a weekend, your credit card will be processed on the next business day). Receipts will be emailed to the email address on file with our office. All charges will appear on your monthly credit card statement. This authorization will terminate upon your credit card's expiration date or you may cancel this automatic billing at any time by contacting the WAAR office, 757-253-0028.

- WMLS FEES ONLY - I wish to keep this credit card number on file for automatic payment of my WMLS service fees.
WAAR & WMLS FEES - I wish to keep this credit card number on file for automatic payment of ALL my WAAR & WMLS fees. Check one of the following boxes: With RPAC Voluntary Contribution, Without RPAC Voluntary Contribution.
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: _____