

**WMLS AFFILIATE SERVICE**  
**ACCESS FUNCTIONS**

**SEARCH FOR SOLD LISTINGS**

Allows an in-depth search of all listings that have a “sold” status in the WMLS.

**COMPARATIVE MARKET ANALYSIS**

The CMA program is almost identical to the search program and, in fact, a CMA can be run from the search program. Options include full, quick and statistical CMAs.

**STATISTICS**

System “Presets” provide statistical reports historic counts of active listings, historic sales price trends, historic sales by price range and more.

**ROSTERS**

WMLS Member rosters are accessible for review. You can search for specific members or offices, member types (licensed, unlicensed), and view information on-screen or print for easy use.



**REQUEST FOR WMLS AFFILIATE SERVICE PARTICIPATION**

Please check one:

Initial Affiliate Service (\$50)       Affiliate Re-Activation (\$25)

Change of WMLS Affiliate Service Representative (\$50)

OFFICE NAME: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

TYPE OF BUSINESS (Example: Appraisal, Mortgage, etc.) \_\_\_\_\_

AFFILIATE REPRESENTATIVE NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

As an Affiliate member of WAAR, I hereby request limited participation for my firm in the Williamsburg Multiple Listing Service, Inc.(WMLS, Inc.). I understand that participation is acknowledged to be that of the firm and that said firm shall supply the WMLS, Inc. with the name(s) of each Affiliate representative(s) requesting access and a completed Form 112A must also accompany this form. It is further understood that if a firm representative(s) leaves said firm a "Change of WMLS Affiliate Service Representative" Fee shall apply. I further understand that the WMLS, Inc. operates in accordance with National Association of REALTORS® approved Rules and Regulations, a copy of which has been furnished to me. I understand and accept responsibility for compliance with the Rules and Regulations, and accept personal responsibility for the payment of services provided hereunder, specifically with the provisions of Section 6-SERVICE CHARGES-which holds me responsible for all Service fees and assessments and applicable late fees and/or collection costs, if required for my firm.

Attach a copy of the "WMLS Affiliate Service User Registration" form (FORM 112A) and a "License Agreement" (FORM #113) for each WMLS Authorized User. All Users are required to agree and sign said forms in order to acquire and maintain access to the WMLS database.

**MLS Billing:** I acknowledge and understand that WMLS/WAAR primary form of communication is electronic mail (email). I further understand it is my responsibility to notify WMLS/WAAR immediately of any change to my email address. WMLS service fees are posted quarterly to the Participant's account and may be viewed on the Association's Member Services website located at [www.waarealtor.com](http://www.waarealtor.com). **No paper bills will be sent.** WMLS services may be terminated for nonpayment of service fees.

\_\_\_\_\_  
Affiliate Representative/Participant Signature

\_\_\_\_\_  
DATE

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



**FORM 112A**  
**WMLS Affiliate Users**  
**Registration Form (Section I)-**  
**Pro-rated Quarterly Fee of \$90 Applies**

**AND Cancellation Form (Section II)**

**Section I: Complete this Section to Register Affiliate Users:**

**NOTE:** Form 113/License Agreement and the current pro-rated quarterly fee must accompany this form.

Company/Office Name: \_\_\_\_\_

Company/Office Address: \_\_\_\_\_

Affiliate User's Name: \_\_\_\_\_ Mobile# \_\_\_\_\_

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

I hereby request WMLS to register the above-named individual as an Affiliate User in order to access the WMLS database. I also understand that I will be assessed monthly recurring fees, invoiced electronically only on a quarterly basis and hereby accept personal responsibility for the payment of WMLS fees and charges on behalf of the firm.

I certify that the above individual is employed by our company. I realize that I am responsible for limiting the use of the information by the above-named individual 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 WMLS database and I agree to notify WMLS within 24 hours, by completing Section II below, when the Affiliate User is no longer employed by our firm.

\_\_\_\_\_  
Affiliate Representative/Participant Signature

\_\_\_\_\_  
Date

**Section II: Complete this Section to Cancel Affiliate User Access:**

I understand the following:

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

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

Affiliate User Name: \_\_\_\_\_ Cancel Date: \_\_\_\_\_

Affiliate Representative/Participant Signature: \_\_\_\_\_

**LICENSE AGREEMENT**

This Agreement is made \_\_\_\_\_ between

Date

(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 Authorized User may do with the Data and contains limitations on warranties and remedies.

1. WMLS provides 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. Authorized User must reproduce any copyright or other notice marked on the Data on all copies Authorized User makes.

2. Authorized User may:

A. View the Data and allow Prospects to view the Data, provided that 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. 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 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 Authorized User's membership in WMLS or if Authorized User fails to comply with any of its terms or conditions. 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 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 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 AUTHORIZED USER. WMLS WILL NOT HAVE ANY LIABILITY TO 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 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: \_\_\_\_\_



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 Team Application Fee, \$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; If neither RPAC box is checked, your credit card payment for annual dues will include the requested voluntary RPAC contribution.
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: \_\_\_\_\_