



FORM 100
WAAR /WMLS

Firm or Branch Office Application

New/Reactivating Firm or Branch Fee - \$100

Ancillary Product Fee - \$45 pro-rated quarterly fee

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.

***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

Firm Phone: _____ Fax #: _____ Firm Website: _____

Firm/Branch State License #: _____ Firm/Branch NAR Office ID #: _____

Firm Principal/Managing* Broker/Appraiser Name: _____ NRDS # _____

Principal/Managing* Broker/Appraiser Home Address: _____

Principal/Managing* Broker/Appraiser Email Address: _____

Broker/Appraiser License #: _____

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

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

1. _____ 2. _____

3. _____ 4. _____

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

SECTION II – WAAR Firm/Branch Application - \$300 fee applies (If Principal/Managing Broker/Appraiser 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/Appraiser'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/Reactivating Firm/Branch Application Fee - \$100 plus Ancillary Product Fee \$45 (prorated at \$15/month)

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, licensed appraiser 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 and for any unpaid, past due fees and fines for all inactivated licensees within 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.
7. 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.

Principal/Managing Broker's/Appraiser's Signature: _____ Date: _____

Williamsburg Area Association of REALTORS®
5000 New Point Rd. Suite 1101
Williamsburg, VA 23188
Email: Info@WAAREaltor.com

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

Name: _____ Subscribing ☐ On Waiver ☐

Firm Information and WMLS Participant* Authorization for Team:

This firm will appear as the “List Office” on all listings for the team and as the “Selling Office” on all closings for the team. The WMLS Participant is responsible for compliance with WMLS Rules and Regulations and is responsible for compliance with the REALTOR® Code of Ethics.

Firm Name: _____

I, _____, hereby authorize WMLS access for the above listed Team
WMLS Participant (Principal/Managing Broker)
affiliated with my firm.

WMLS Participant (Principal/Managing Broker) Signature: _____

Date: _____

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

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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.

I am applying for: ☐ **Primary REALTOR® Membership** ☐ **Secondary REALTOR® Membership**

PERSONAL INFORMATION:					
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	<input type="checkbox"/> Principal <input type="checkbox"/> Partner <input type="checkbox"/> Corporate Officer : <input type="checkbox"/> Branch Manager <input type="checkbox"/> Licensed Salesperson <input type="checkbox"/> Associate Broker

PREFERRED MAILING/CONTACT INFORMATION:	
Preferred Phone: <input type="checkbox"/> Cell	
Preferred E-mail: <input type="checkbox"/> Primary E-mail	
Preferred Mailing: <input type="checkbox"/> Home <input type="checkbox"/> Office	

APPLICANT INFORMATION:	
Are you currently a member of any other Association of REALTORS®? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of Association	
Type of membership held:	
Have you previously held membership in any other Association of REALTORS®? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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®? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you hold, or have you ever held, a real estate license in any other state? <input type="checkbox"/> Yes <input type="checkbox"/> 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:	
<p>* 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.</p> <p>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.</p>	

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)

09.24.21



New Member Orientation

Course Dates

8:30 am - 4:30 pm

☐ November 4, 2021

☐ February 3, 2022

☐ May 5, 2022

☐ August 4, 2022

☐ November 3, 2022

Your real estate license number is required for credit submission.

Agenda

Introduction to WAAR, VAR & NAR

REALTOR® Code of Ethics

This class meets the NAR requirement for Biennial Ethics

Pathways to Professionalism

Specializations

The Williamsburg Area

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: _____

No-Show Fee: \$35 Only No-Shows to their registered date are required to pay.

Pay by Credit Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ AmEx

Name on Card: _____

Credit Card #: _____ Exp Date: _____

Authorized Signature for Card: _____

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.



2022 WAAR REALTOR® Member DUES SCHEDULE

National, State and Local Association Dues	Dues Prorated Based on Month You Join WAAR											
Dues and Fees to Initiate REALTOR® Membership	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct
	2021	2021	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022
National Association of REALTORS® (NAR) dues	\$175.00	\$162.50	150.00	\$137.50	\$125.00	\$112.50	\$100.00	\$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	\$223.75	\$223.75	\$180.00	\$180.00	\$180.00	\$135.00	\$135.00	\$135.00	\$90.00	\$90.00	\$90.00	\$45.00
VAR NEW Member Fee	\$175.00	\$175.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00
VAR dues subtotal	\$398.75	\$398.75	\$360.00	\$360.00	\$360.00	\$315.00	\$315.00	\$315.00	\$270.00	\$270.00	\$270.00	\$225.00
WAAR REALTOR® local dues	\$300.00	\$300.00	\$300.00	\$225.00	\$225.00	\$225.00	\$150.00	\$150.00	\$150.00	\$75.00	\$75.00	\$75.00
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	\$600.00	\$600.00	\$600.00	\$525.00	\$525.00	\$525.00	\$450.00	\$450.00	\$450.00	\$375.00	\$375.00	\$375.00
Total REALTOR® Dues & Fees	\$1,243.75	\$1,231.25	\$1,145.00	\$1,057.50	\$1,045.00	\$987.50	\$900.00	\$887.50	\$830.00	\$742.50	\$730.00	\$672.50 + 2023 renewal dues

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

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

RPAC (Suggested) Contribution for 2022 is \$35. This suggested amount is not included in any rate above and is not required for membership in WAAR.

Williamsburg Area Association of REALTORS® 5000 New Point Rd., Ste. 1101 Williamsburg, VA 23188 | O: 757-253-0028 | info@WAARRealtor.com



FORM 101

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

If "Yes" Name of Team registered with DPOR: _____

Name of Team Leader: _____

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			
<u>Registration DATES</u>		<u>User</u> <u>Application/Reactivation</u> <u>Fee</u>	<u>Prorated</u> <u>Quarterly</u> <u>Fees</u>	<u>Total Due</u> <u>New User</u>	<u>Total Due</u> <u>Reactivating</u> <u>User</u>
November		\$50/\$100	\$177	\$227	\$277
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				
<u>SentiKey Application DATES</u>		<u>User</u> <u>Issuance/Reactivation</u> <u>Fee</u>	<u>Prorated</u> <u>Quarterly</u> <u>Fees</u>	<u>Total Due</u>
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

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: _____



FORM 102
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, and is under my supervision and participation. 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. Mandatory Training for New Users

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: 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 2021	\$95.00
November 2021	\$90.00
December 2021	\$85.00
January 2022	\$95.00
February 2022	\$90.00
March 2022	\$85.00
April 2022	\$95.00
May 2022	\$90.00
June 2022	\$85.00
July 2022	\$95.00
August 2022	\$90.00
September 2022	\$85.00
October 2022	\$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.

Williamsburg Area Association of REALTORS®
5000 New Point Rd. Ste. 1101
Williamsburg, VA 23188

Phone: 757-253-0028
Fax: 757-253-1559
Email: Info@WAAREaltor.com



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 to the WMLS for each waiver Applicant.

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 cycle 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, and/or if a waiver or a WMLS Licensed Users Registration Form is not received by the date due, WMLS access for myself and all subscribers associated under my participation will be suspended until full compliance is met.

I understand that I will need to supply additional signed Application Forms for any future Waiver Applicants.

Signature of WMLS Participant (Managing Broker)

Date

Printed Name of WMLS Participant (Managing Broker)

Printed Company Name

Printed Applicant Name	RE License #	Applicant Signature

(More Applicants may be submitted on a separate attachment)



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

- | | |
|---|--|
| <input type="checkbox"/> New Licensed WMLS User Fees
(see chart on Form 101) | <input type="checkbox"/> \$100 New WMLS Firm or Branch |
| <input type="checkbox"/> New Unlicensed WMLS User Fees
(see chart on Form 102) | <input type="checkbox"/> \$100 WMLS Firm/Branch Reactivation |
| <input type="checkbox"/> \$100 Reactivation Fee | <input type="checkbox"/> \$ 45 WMLS Firm/Branch Quarterly Ancillary Fee (prorated monthly) |
| <input type="checkbox"/> \$ 50 Transfer Fee | <input type="checkbox"/> \$150 Change of Broker |
| <input type="checkbox"/> SentiKey Fees (see chart on Form 101) | <input type="checkbox"/> \$ 50 Initial Firm Affiliate Service |
| <input type="checkbox"/> \$100 Team Application Fee | <input type="checkbox"/> \$ 50 Change of WMLS Affiliate Representative |
| | <input type="checkbox"/> \$ 25 Affiliate Firm Re-Activate |
| | <input type="checkbox"/> \$ 90 Affiliate Quarterly User Fee (prorated monthly) |

WAAR Fees

- ☐ WAAR Dues for REALTOR® application (See chart on Form 108 for monthly breakdown)
- ☐ \$50 REALTOR® Transfer Fee (for WAAR REALTOR® members)
- ☐ \$50 REALTOR® Reactivation Fee (for WAAR REALTOR® members)
- ☐ \$300 New WAAR Firm/Branch
- ☐ \$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: _____