



FORM 100
WAAR /WMLS

Firm or Branch Office Application

New/Reactivating Firm or Branch Fee - \$300

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 - \$300 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.

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



FORM 101

WMLS Licensed User Registration Form

New User -	\$50 + pro-rated quarterly fee
Transferring User -	\$50 + pro-rated quarterly fee
Reactivating User -	\$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"/> November 11, 2022 | <input type="checkbox"/> February 10, 2023 | <input type="checkbox"/> May 12, 2023 | <input type="checkbox"/> August 11, 2023 | <input type="checkbox"/> November 10, 2023 |
| <input type="checkbox"/> December 9, 2022 | <input type="checkbox"/> March 17, 2023 | <input type="checkbox"/> June 9, 2023 | <input type="checkbox"/> September 15, 2023 | <input type="checkbox"/> December 8, 2023 |
| <input type="checkbox"/> January 13, 2023 | <input type="checkbox"/> April 14, 2023 | <input type="checkbox"/> July 14, 2023 | <input type="checkbox"/> October 13, 2023 | |

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: _____

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.

- 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)

Williamsburg Multiple Listing Service, Inc./ SentiLock Product Report

As a subscriber to the Williamsburg Multiple Listing Service, Inc. (WMLS) I hereby state (select all that may apply):

SECTION I - Issuance of SentiLock Products:

☐ *I hereby request access to the SentiKey Lockbox Service. I understand the cost of \$18.00 per month/\$54.00 per quarter will be billed quarterly in conjunction with WMLS Access Fees.

☐ I am purchasing the following Keybox(es):

Serial Number(s)	Serial Number(s)	Serial Number(s)

SECTION II - Change to Existing SentiLock Products:

☐ I am transferring ownership of the following Keybox(es) to _____
(Name of Active SentiKey Holder)

Serial Number(s)	Serial Number(s)	Serial Number(s)

☐ I am in receipt of a warranty replacement for a previously purchased Lockbox:

Old Serial # _____

Ticket # _____

New Serial # _____

SECTION III- Cancellation:

☐ I am terminating my use of the SentiKey Lockbox Service as described in the SentiLock Service Agreement to which I am a party.

☐ I am returning the following Keybox(es), with the understanding a refund of \$25 for each returned Keybox will be sent to my home address below.

Serial Number(s)	Serial Number(s)	Serial Number(s)

SECTION IV – Signature & Address

Print Name	Signature	Date
-------------------	------------------	-------------

Home Street Address	City	State	Zip Code
----------------------------	-------------	--------------	-----------------

***NOTE:** Upon processing the request, a notification will be sent from SentiLock and/or WMLS Staff with instructions on how to activate the SentiKey Service.

Office Use Only:

☐ Payment Received ☐ Form 118 Received ☐ Processed/Updated in SL ☐ Updated in RAP

Issued SentiKey/Mobile Application Serial #: _____ Date: _____



FORM 102
NEW WMLS Unlicensed Users
Registration Form (Section I & II)
\$75 application fee + pro-rated fees (\$8.33 per mo.) apply
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 are held virtually through Zoom. 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"/> November 11, 2022 | <input type="checkbox"/> February 10, 2023 | <input type="checkbox"/> May 12, 2023 | <input type="checkbox"/> August 11, 2023 | <input type="checkbox"/> November 10, 2023 |
| <input type="checkbox"/> December 9, 2022 | <input type="checkbox"/> March 17, 2023 | <input type="checkbox"/> June 9, 2023 | <input type="checkbox"/> September 15, 2023 | <input type="checkbox"/> December 8, 2023 |
| <input type="checkbox"/> January 13, 2023 | <input type="checkbox"/> April 14, 2023 | <input type="checkbox"/> July 14, 2023 | <input type="checkbox"/> October 13, 2023 | |

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 Name): _____

Cancellation Date: _____

Principal/Managing Broker (Participant) Signature: _____

<u>New Unlicensed User Application DATES</u>	<u>Amount Owed @ Application</u>
October 2022	\$108.33
November 2022	\$100.00
December 2022	\$91.66
January 2023	\$108.33
February 2023	\$100.00
March 2023	\$91.66
April 2023	\$108.33
May 2023	\$100.00
June 2023	\$91.66
July 2023	\$108.33
August 2023	\$100.00
September 2023	\$91.66
October 2023	\$108.33

WMLS pro-rated quarterly fees (\$8.33 per month) + application fee (\$75) must be paid at time of application. Please use the chart to determine the amount owed.

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

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



2022 WMLS SUBSCRIPTION WAIVER

Per the WMLS Rules and Regulations Section 6, a no-cost waiver of WMLS fees, dues, and charges is available for any licensee (excluding WMLS Participants/Principal or Managing Broker) who can demonstrate a different MLS or CIE where the principal broker participates. Broker participants must sign a certification for non-use of its WMLS services by their licensees.

Within ten (10) business days of an Agent's license being issued to their firm/branch the WMLS Participant (Managing Broker) is required to submit either a Form 101, "Licensed User Registration Form", OR Addendum A, "Application for Waiver of MLS Subscription Fees".

NOTE: If a subscription waiver is not filed with the WMLS, for one or more licensees affiliated with the Participant's company, or if no "Licensed User Registration Form" is submitted, the licensee shall be considered a WMLS User/Subscriber and shall be invoiced accordingly. The WMLS Participant shall be responsible for any unpaid subscription fees due to failure to file an Application for Waiver and is subject to a \$500 non-compliance fee.

*

Please provide your current Agent Roster and indicate whether or not each agent subscribes to the WMLS. If not, please indicate which MLS of choice the agent has chosen and is a member in good standing:

Printed Agent Name	WMLS Subscriber (Y/N)	If not a Subscriber, name of MLS of Choice



2022 Waiver Form (continued)

As a Participant of the WMLS, I hereby certify that all licensees with my firm either currently subscribe to the WMLS or subscribe to another MLS of choice as indicated on previous pages. The licensees listed who subscribe to another MLS are eligible for an "Application for Waiver of WMLS Subscription Fees".

Eligibility Requirements:

- Waiver Applicant(s) already subscribes to a different MLS or CIE (Commercial Information Exchange) where their principal broker is an MLS Participant
- Waiver Applicant(s) does not, and will not, use the WMLS services and content, including, but not limited to:
 - Accessing current listing data, comp and statistical information/reports, and WMLS data feeds
 - Using WMLS products and services available only to authorized WMLS Subscribers affiliated with the WMLS Participant
- Waiver Applicant is NOT a listing agent for any active listing filed with the WMLS
- Waiver Applicant does NOT actively control WMLS's lockboxes

This certification serves as an "APPLICATION FOR WAIVER OF WMLS SUBSCRIPTION FEES" for agents who do not subscribe to the WMLS.

I agree to notify the WMLS within three (3) business days if any waiver recipient becomes ineligible for a waiver.

WMLS Participant Name _____

WMLS Participant Signature _____ **Date** _____

Firm Name _____ **Address** _____

Questions? Email info@waarealtor.com or call (757) 253-0028.



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"/> \$300 New WMLS Firm or Branch |
| <input type="checkbox"/> New Unlicensed WMLS User Fees
(see chart on Form 102) | <input type="checkbox"/> \$300 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 Managing Broker for Firm |
| <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 Firm 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: _____