

WAAR/WMLS

FORM 100

Firm or Branch Office Application

New/Reactivating Firm or Branch Fee - \$300 Ancillary Product Fee - \$45 pro-rated quarterly fee

<u>Fully complete</u> 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 Broker must complete and return an Application for Waiver of WMLS Subscription Fees (Addendum A).

SECTION I: Firm Information – Must be complete	ted
Firm/Branch Name:	
Firm/Branch Address:	City:State:Zip Code:
The Firm Address above is: Main Office Branch Off	ice
Firm Type: Sole Proprietor Partnership Corporation	on 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 Pl	
1 2	
3	l
*Authorized by Principal to handle administrative matters for this branch.	s firm location and registered at DPOR as the person "In Charge Of"

SECTION II – WAAR Firm/Branc	h Application	- \$300 fee applies	(If Principal/Managir	ig Broker/Appraiser is
not a REALTOR® member, application for	r WAAR REAL	TOR® membership n	nust accompany this f	irm 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 tothe WMLS or be accounted for on the WMLS Subscription Waiver Form (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 <u>all</u> 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 current licensees assigned to the firm must also subscribe to the WMLS **or** be listed on Addendum A, and that any new licensees added to the firm following date of application must be accounted for during an annual WMLS Subscription Waiver Audit.
- 8. I agree to abide by the WMLS Subscription Waiver Policy as stated in the WMLS Rules & Regulations.

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

FORM~100

Phone: 757-253-0028

757-253-1559

Williamsburg MLS Multiple Listing Service Your Value Added Service

ADDENDUM A

APPLICATION FOR WAIVER OF WMLS SUBSCRIPTION FEES

A no-cost subscription waiver of WMLS fees, dues and charges is available for any Real Estate Licensee excluding a WMLS Participant (Brokerage's Principal or Managing Broker) or a Licensed/Certified Appraiser who can show subscription to a different MLS or CIE where the principal broker participates). 'Broker Participants' must annually sign a certification for nonuse of WMLS services by their licensees who choose not to subscribe to the WMLS. Failure to comply can include penalties and termination of the waiver.

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 feed
 - b. Use of WMLS products and services available only to authorized WMLS Subscribers affiliated with the WMLS Participant (including Name, Reference to or Contact info of WMLS non-subscribers in 'Agent Comments' or 'Public Remarks'.
 - c. Name, reference to, or contact info of Co-Listing Agents, who are not subscribers of the WMLS, is strictly prohibited.
- 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 a \$500 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) on the date of application.

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 submit an annual Subscription Waiver Audit Form to update the MLS status of all licensees in my firm and if a licensee in my firm is not a user of an MLS, I will either (i) return the agent's license to DPOR, or (ii) require that the agent subscribe to the WMLS. 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.

<u>Penalties</u>: 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. 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 invoice due date, WMLS access for myself and all subscribers associated under my participation will be suspended until full compliance is met.

I understand that I will be required to annually update the list of WMLS Waiver Applicants.				
Signature of WMLS Participant (Managing Broker)	Date			
Printed Name of WMLS Participant (Managing Broker)				
Printed Company Name				

Printed Applicant Name	WMLS Subscriber Y/N	If not a Subscriber, name of MLS of choice

(More Applicants may be submitted on a separate attachment)

WMLS Team Information Form



<u>Team Application Fee</u> - \$100 (Fee waived if all Team members subscribe to WMLS)

The WMLS Participant must fully complete and submit this form to request a new team, transfer a team, or discontinue a team. To qualify, per license law, the Team must be fully registered with DPOR and a copy of the Team license must be provided to the WMLS when submitting this form.

The Team Leader and at least one other Team member must subscribe to the WMLS. All Team members not subscribing to the WMLS must have an Application for Waiver of WMLS Subscription Fees (Addendum A) on file with the WMLS. NOTE: All listings taken by the Team within the WMLS service area must be entered into the WMLS database.

Team Information:			
Team Leader Name:			
Team Name:	Team License #:		
Team Address:	City	G	
	•	State	Zip
Primary Team Phone #:			
Team Website (if applicable):			
Team Leader Signature:		Date:	
List all Team Members and indicate whether subscribin NOTE: The Team Leader and at least one other Team Leader and at least one other Team Name: Name: Name: Name: Name: Name:	eam member mus	Subscribing Subscr	
Name:			On Waiver
Name: Name:			On Waiver
Name:		Subscribing C	On Waiver

Phone: 757-253-0028

757-253-1559

Fax:

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, WMLS Participant (Principal/Managing Broker)	, hereby authorize WMLS access for the above listed Team			
affiliated with my firm.				
WMLS Participant (Principal/Managing Broker) Signature:				
Date:				
*Authorized by Principal to handle administrative matters for this this branch.	firm location and registered at DPOR as the person "In Charge Of"			

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

FORM 100A



FORM 101

WMLS Licensed User Registration Form

New User - \$50 + pro-rated quarterly fee Transferring User-Reactivating User - \$100 + pro-rated quarterly fee

only july complete	d Registration Forms wil	ll 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: SentriKey Service - A completed SentriKey Service Agreement (Form 118) and a SentriLock Product Report (Form 121) must be submitted prior to SentriKey system activation. SentriKey fees - See SentriKey payment chart on page 3.						
Form 104 (WAA must be receive	TRANSFERRING LICENSED USER: Transferring User of the WMLS service. Form 104 (<i>WAAR/WMLS Resignation/Cancellation Form</i>) and a list of the Agent's Active or Pending listings in the WMLS must be received from former broker before transfer can be completed. If transferring agent is a key holder, a SentriKey Service Agreement (Form 118) must accompany this Form 101.					
complete this re to the WMLS w rated quarterly Product Report (F	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 prorated quarterly WMLS fees. NOTE: SentriKey Service - A completed SentriKey Service Agreement (Form 118) and a SentriLock Product Report (Form 121) must be submitted prior to SentriKey system reactivation. SentriKey fees – Key reactivation and prorated fees apply. See SentriKey payment chart on page 3.					
SECTION I: US	ER INFORMATION					
User Type:						
☐ Participant/Bro	oker Subscriber/Ager tant for		□ Appraiser			
User Name:		Nicl	kname, if any:			
User Mobile Number: Business E-mail:						
User Mobile Number	::	Business	E-mail:			
Firm/Branch Name:		Address: _				
Firm/Branch Name: Real Estate or Appra		Address: _				
Firm/Branch Name: Real Estate or Appra	niser License Number:	Address:	Exp. Date:			
Firm/Branch Name: Real Estate or Appra Are you a member of If "Yes" Name of Te	niser License Number: f a team? □ Yes □ No	Address: _	Exp. Date:			
Firm/Branch Name: Real Estate or Appra Are you a member of If "Yes" Name of Tea Name of Team Lead Are you a member of	niser License Number: f a team? □ Yes □ No am registered with DPOR:	Address:	Exp. Date:			
Firm/Branch Name: Real Estate or Appra Are you a member of If "Yes" Name of Tea Name of Team Lead Are you a member of If yes, a letter of good Are you a member of	niser License Number: f a team? □ Yes □ No am registered with DPOR: er:	Address:	Exp. Date:			
Firm/Branch Name: Real Estate or Appra Are you a member of If "Yes" Name of Tea Name of Team Leade Are you a member of If yes, a letter of good Are you a member of If yes, name of other SECTION II. Ma	niser License Number: f a team? □ Yes □ No am registered with DPOR: er: f a REALTOR® Association f another Multiple Listing MLS mdatory Training for I hin 60 days of application.	Address:	Exp. Date: R) MUST accompany this references accompany this references to the second			
Firm/Branch Name: Real Estate or Appra Are you a member of If "Yes" Name of Tea Name of Team Leade Are you a member of If yes, a letter of good Are you a member of If yes, name of other SECTION II. Ma Must be completed with	niser License Number: f a team? □ Yes □ No am registered with DPOR: er: f a REALTOR® Association f another Multiple Listing MLS mdatory Training for I hin 60 days of application.	Address:	Exp. Date: R) MUST accompany this references accompany this references to the second	registration form.		

FORM 101 (Con't.)

SECTION III DDINGIDAL OD AUTHODIZED MANACING DDOVED MUST COMDLETE, DLEASE DDINT	_
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.	
 The WMLS Board of Directors reserves the right to deny or revoke WMLS Services for any person. 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 or assistants may not use WMLS services in any way unless properly registered with WMLS.	
5. If any non-registered person uses the WMLS in any way through my participation, my firm will be subject to penalties and fines as outlined in the WMLS Subscription Waiver Policy and 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 the firm Broker must complete and return	
an Application for Waiver of WMLS Subscription Fees (Addendum A) for each licensee in the firm that is not a WMLS subscriber.	
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	
Timelpan/Managing Droker's (Larticipant) Signature	
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".)	
*WMLS New User Orientation 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.	
receive an communications on communications that I am waiving to receive an communications as part of my membership.	
Licensed User Signature: Date:	

WMLS & SentriKey Service Fees

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

WMLS Service Fees		\$59/month		
	<u>User</u>	<u>Prorated</u>		Total Due
	Application/Reactivation	Quarterly	Total Due	Reactivating
Registration DATES	<u>Fee</u>	<u>Fees</u>	New User	<u>User</u>
November	\$50/\$100	\$183	\$233	\$283
December	\$50/\$100	\$122	\$172	\$222
January	\$50/\$100	\$244	\$294	\$344
February	\$50/\$100	\$183	\$233	\$283
March	\$50/\$100	\$122	\$172	\$222
April	\$50/\$100	\$244	\$294	\$344
May	\$50/\$100	\$183	\$233	\$283
June	\$50/\$100	\$122	\$172	\$222
July	\$50/\$100	\$244	\$294	\$344
August	\$50/\$100	\$183	\$233	\$283
September	\$50/\$100	\$122	\$172	\$222
October	\$50/\$100	\$244	\$294	\$344

SentriKey Service			
Fees			
SentriKey Application DATES	<u>User</u> <u>Issuance/Reactivation</u> <u>Fee</u>	Prorated Quarterly Fees	<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

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 fo	r 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 ma	n office is authorized to register a user for option #1.
1. I understand that the firm will be assessed a monthly rated quarter is paid at application. Additionally, I realize change all of the listings for any licensed User affiliated vMLS data as is available in the MLS system.	ze that options 1-2 above enable the person to add and
2. I am responsible for ensuring that this user complies we Regulations. I certify that the above individual is employ affiliated with our firm, and is under my supervision and the use of the information by the above-named individual appraise, and/or assist customers and clients in selling are access to the information for their own personal use. I unthe MLS.	red by our firm or is employed by a licensed User participation. I realize that I am responsible for limiting to help licensed Users affiliated with our firm to list, and buying properties, and that I may not allow the person
3. I agree to notify WMLS within 24 hours, by completing employed by our firm or a Licensed User.	Section III, when the unlicensed user is no longer
4. The WMLS Board of Directors reserves the right to der	ny or revoke WMLS Services for any person.
5. All users of the WMLS are required to complete 3 & 1/s been provided to the WMLS database (select class in Sect Payment of registration fee is required for class admittant to the selected class or additional fees may apply. If you additional class registration form and additional fees will WMLS access will be suspended until the requirement is	tion II). Classes are held virtually through Zoom. ce. Requests to reschedule must be done in writing prior do not attend your scheduled class, you must submit an apply. If class is not completed within 60 days, your

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:				
☐ November 17, 2023	☐ February 9, 2024	□ May 17, 2024	☐ August 16, 2024	☐ November 8, 2024
☐ December 8, 2023	☐ March 15, 2024	☐ June 14, 2024	☐ September 6, 2024	☐ December 13, 2024
☐ January 12, 2024	☐ April 19, 2024	☐ July 12, 2024	☐ October 11, 2024	

SECTION III: Complete this Section to Cancel Unlicensed User Access
 I understand the following: My firm is responsible for all currently invoiced quarterly recurring fees for this user. 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:

New Unlicensed User	Amount Owed @
Application DATES	<u>Application</u>
October 2023	\$108.33
November 2023	\$100.00
December 2023	\$91.66
January 2024	\$108.33
February 2024	\$100.00
March 2024	\$91.66
April 2024	\$108.33
May 2024	\$100.00
June 2024	\$91.66
July 2024	\$108.33
August 2024	\$100.00
September 2024	\$91.66
October 2024	\$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

LICENSE AGREEMENT

This Agreement is made		between
	Date	
	(Authorized "User") a	ınd
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 "Agreeme	ent") is entered into as of theday of
, 20, by and between the Williamsb	ourg 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: SentriKey hereby provides to the WMLS, and SENTRIKEY USER hereby receives from the WMLS, access to the SentriKey Lockbox Service, via a mobile application (SentriKey), and online services. In addition, SentriKey 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 SentriKey Product Report (Form 121) requesting termination of the SentriKey Service.

SENTRIKEY CREDENTIALS: SENTRIKEY USER acknowledges that personal, private, credentials are required to access the SentriKey Lockbox Service and must be kept confidential. Access may be inactivated at any time if required by SentriKey or the WMLS.

PAYMENTS:

- 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.

<u>SECURITY OF SENTRISMART:</u> SENTRIKEY USER, acknowledges that it is necessary to maintain security of the SentriSmart application to prevent its use by unauthorized persons. Consequently, SENTRIKEY USER agrees to the following: The SENTRIKEY USER

- a. shall not loan the SentriKey application to any person for any purpose whatsoever nor shall permit the SentriKey application to be used for any purpose by any other person
- b. understands that downloads of the SentriKey application to Smart Phones, tablets, and other devices, owned by SentriKey User are limited
- c. shall follow all additional security procedures as specified by the WMLS

PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Williamsburg Multiple Listing Service, Inc.
- b. Participant warrants that SENTRIKEY USER possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the WMLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any SENTRIKEY USER associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with SENTRIKEY USER.

SentriKey Service Agreement Page 2 of 2

- d. Participant agrees to notify the WMLS immediately, in writing, should the Participant or SENTRIKEY USER terminate their relationship or should the SENTRIKEY USER's license be transferred or returned to the licensing Board and,
- e. Participant agrees that he/she is jointly and severally liable, together with the SENTRIKEY USER, for all duties, responsibilities and undertakings of the SENTRIKEY USER under this Agreement and understands that failure to follow the provisions of the SentriKey Service Agreement may result in the loss of WMLS SentriKey privileges and, further, could cause the WMLS to inactivate all SentriKeys issued to the Participant and the Participant's SENTRIKEY USERs.

<u>DISCLOSURE TO CLIENTS</u>: 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.

<u>DISCIPLINARY ACTION</u>: 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.

<u>INDEMNIFICATION</u>: 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.

<u>GOVERNING LAW</u>: 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.

<u>PARTIAL INVALIDITY</u>: 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./ SentriLock 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 Security	entriLock Products:		
	to the SentriKey Lockbox Service. I with WMLS Access Fees.	understand the cost of \$18.00 per mo	onth/\$54.00 per quarter will be bille
I am purchasing the follo	owing Keybox(es):		
Serial Number(s)	Serial Number(s)	Serial Number	$\mathbf{r}(\mathbf{s})$
SECTION II - Change to Ex			
☐ I am transferring owner	ship of the following Keybox(es) to _	(Name of Active Sentrikey Hole	Jar)
Serial Number(s)	Serial Number(s)		r(s)
☐ I am in receipt of a warr	anty replacement for a previously pur	chased Lockbox:	
Old Serial #		Ticket #	
SECTION III- Cancellation			A
	of the SentriKey Lockbox Service as		
address below.	ving Keybox(es), with the understand	ing a refund of \$25 for each returned	Keybox will be sent to my home
Serial Number(s)	Serial Number(s) Serial	Number(s)
SECTION IV – Signature &	Address		
Print Name	Signature		Date
Home Street Address	Cit	y State	Zip Code
*NOTE: Upon processing the SentriKey Service.	e request, a notification will be sent fr	om SentriLock and/or WMLS Staff v	with instructions on how to activate
Office Use Only: Payment Received	☐ Form 118 Received	☐ Processed/Updated in SL	☐ Updated in RAP
Issued SentriKev/Mobile A	opplication Serial #:	Date	•





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 <u>120</u> 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: 📙 Pri	imary REAL	TOR®	Membership	Seconda	ary REALT	OR® Membersl	<mark>hip</mark>
PERSONAL INFORMATION:							
First Name			Middle Na	ame			
Last Name			Suffix	Jr, 🔲 III, 🛚	Sr, Etc.		
Nickname (DBA):			·				
Home Address:							
City:		State:			Zip:		
Home Phone:			Cell Phone:				
Personal Fax:							
Business E-mail Address:					Date of Birt	th:	
Real Estate License # and l	Exp. Date						

Licensed/Certified	Appraiser: Yes No Appraisal License #
COMPANY INFORM	IATION:
Office Name:	
Office Address:	
Your Position	Principal Partner Corporate Officer: Branch Manager
	Licensed Salesperson Associate Broker
PREFERRED MAIL	ING/CONTACT INFORMATION:
Preferred Phone: [Cell
Preferred E-mail:	Primary E-mail
Preferred Mailing:	☐ Home ☐ Office
APPLICANT INFOR	MATION:
Are you presently a	a member of any other Association of REALTORS®? Yes No
If yes, name of Ass	sociation
Type of membersh	ip held:
Have you previous	ly held membership in any other Association of REALTORS®? Yes No
If yes, name of Ass	sociation
Type of membersh	ip:
Have you been fou	nd in violation of the Code of Ethics or other membership duties in any Association of
REALTORS® in the	he past three (3) years or are there any such complaints pending? Yes No
(If yes, provide det	ails.)
If you are now or h	ave ever been a REALTOR®, indicate your NAR
membership (NRD	S) #
Last date (year) of	completion of NAR's Code of Ethics training requirement:
Have you ever been	n refused membership in any other Association of REALTORS®? Yes No
If yes, state the bas	is for each such refusal and detail the circumstances related thereto:
Is the Office Addre	ess, as stated, your principal place of business? Yes No

Do you hold, or have you ever held, a real esta	ate license in any other state? Yes No
If so, where:	
Have you been found in violation of state real	estate licensing regulations or other laws
prohibiting unprofessional conduct rendered b	by the courts or other lawful authorities within the last three
years? Yes No	
If yes, provide details:	
'	
* Have you been convicted of a felony or other	er crime? Yes No
If yes, provide details:	
courts or other lawful authorities. B. criminal convictions if (1) the crime was punilaw under which the applicant was convicted, and	ishable by death or imprisonment in excess of one year under the (2) no more than ten years have elapsed since the date of the confinement imposed for that conviction, whichever is the later
I hereby certify that the foregoing information furn	nished by me is true and correct, and I agree that failure to nested, or any misstatement of fact, shall be grounds for
established. NOTE: Payments to the Williamsbu	the Board, I shall pay the fees and dues as from time to time arg Area Association of REALTORS® are not deductible as ints may, however, be deductible as an ordinary and necessary any reason.
(e.g., MLS, Foundation) may contact me at the spectother means of communication available. This corprovided by me to the Association(s) in the future.	Associations (local, state, national) and their subsidiaries, if any ecified address, telephone numbers, fax numbers, email address or unsent applies to changes in contact information that may be a This consent recognizes that certain state and federal laws may to receive all communications as part of my membership.
Dated: S	Signature:
	5000 New Point Pd Ste 1101

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



New Member Orientation

Course Dates 8:30 am - 4:30 pm	<u>Agenda</u>								
February 1, 2024	Introduction to WAAR, VAR & NAR REALTOR® Code of Ethics This class meets the NAR requirement for Triennial Ethics Pathways to Professionalism								
October 3, 2024	Specializations								
Your real estate license number is required for credit submission.	The Williamsburg Area The New Member Orientation Program must be completed in its entirety	Г							
Name:	within 120 days of application in order to earn the REALTOR® designation.	REA							
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								

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.

Name on Card:

Credit Card #:_

Authorized Signature for Card: __

Exp Date:



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 & SentriKey Fees	
 New Licensed WMLS User Fees (see chart on Form 101) New Unlicensed WMLS User Fees (see chart on Form 102) \$100 Reactivation Fee \$50 Transfer Fee SentriKey Fees (see chart on Form 101) \$100 Team Application Fee 	 □ \$300 New WMLS Firm or Branch □ \$300 WMLS Firm/Branch Reactivation □ \$ 45 WMLS Firm/Branch Quarterly Ancillary Fee (prorated monthly) □ \$150 Change of Managing Broker for Firm □ \$ 50 Initial Firm Affiliate Service □ \$ 50 Change of WMLS Affiliate Representative □ \$ 25 Affiliate Firm Re-Activate □ \$ 90 Affiliate Quarterly User Fee (prorated monthly)
WAAR Fees	
■ WAAR Dues for REALTOR® application (See chart on Fe	orm 108 for monthly breakdown)
■ \$50 REALTOR® Transfer Fee (for WAAR REALTOR® n	nembers)
■ \$50 REALTOR® Reactivation Fee (for WAAR REALTOR	t® members)
□ \$300 New WAAR Firm/Branch □ \$150 Change of Firm Broker/ DR	
statement. This authorization will terminate upon your creably contacting the WAAR office, 757-253-0028. WMLS FEES ONLY - I wish to keep this credit call. WAAR & WMLS FEES - I wish to keep this credit fees. Check one of the following boxes; If neither RPAC box RPAC contribution). With RPAC Voluntary Contribution Without RPAC Voluntary Contribution	
Please do not keep the credit card number bel	ow on file for future use.
Credit Cardholder Name:	
Credit Card Billing Address:	
Contact Phone Number:	Email Address:
Credit Card Type: □ Visa □MasterCard □	Discover
Credit Card #:	Exp. Date: /
NOTE: A new Payment Authorization Form will be needed on or before yo	our credit card expiration date in order for automatic payments to continue.
Total Charged to Card: WMLS Fees \$	SentriKey Fees \$ WAAR Fees \$
Signature:	

Email: info@WAARealtor.com



2024 WAAR REALTOR® Dues Prorated Based on Month You Join WAAR

National, State and Local Association Dues												
Dues and Fees to Initiate	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct
REALTOR® Membership	2023	2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
National Association of REALTORS® (NAR) dues	\$181.00	\$168.50	\$156.00	\$143.00	\$130.00	\$117.00	\$104.00	\$91.00	\$78.00	\$65.00	\$52.00	\$39.00
NAR Public Awareness Campaign	\$90.00	\$90.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
NAR dues subtotal	\$271.00	\$258.50	\$201.00	\$188.00	\$175.00	\$162.00	\$149.00	\$136.50	\$123.00	\$110.00	\$97.00	\$84.00
VA Assoc. of REALTORS®dues	\$237.25	\$237.25	\$191.00	\$191.00	\$191.00	\$143.25	\$143.25	\$143.25	\$95.50	\$95.50	\$95.50	\$47.75
VAR NEW Member Fee	\$185.00	\$185.00	\$191.00	\$191.00	\$191.00	\$191.00	\$191.00	\$191.00	\$191.00	\$191.00	\$191.00	\$191.00
VAR dues subtotal	\$422.25	\$422.25	\$382.00	\$382.00	\$382.00	\$334.25	\$334.25	\$334.25	\$286.50	\$286.50	\$286.50	\$238.75
WAAR REALTOR® local dues	\$310.00	\$310.00	\$310.00	\$232.50	\$232.50	\$232.50	\$155.00	\$155.00	\$155.00	\$77.50	\$77.50	\$77.50
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	\$610.00	\$610.00	\$610.00	\$532.00	\$532.00	\$532.00	\$455.00	\$455.00	\$455.00	\$377.50	\$377.50	\$377.50
Total REALTOR® Dues & Fees	\$1,303.25	\$1,290.75	\$1,193.00	\$1,102.00	\$1,089.00	\$1,028.25	\$938.25	\$925.75	\$864.50	\$774.00	\$761.00	\$700.25 + 2025 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 2023 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@WAARealtor.com