



# RULES AND REGULATIONS

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July 1<sup>st</sup>, 2024

WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.

RULES AND REGULATIONS

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WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.  
RULES AND REGULATIONS

**LISTING PROCEDURES**

**Section 1 LISTING PROCEDURES:** References to “Association” in these rules and regulations shall mean the Williamsburg Area Association of Realtors® (WAAR), Inc. Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, taken by Participants (Principal/Managing Broker, the authorized and licensed person in charge of the Brokerage) and Subscribers (licensed agents not on a valid subscription waiver) on a fully executed approved listing agreement (Section 1.b), and located within the service area of the Williamsburg Multiple Listing Service, Inc. (WMLS) qualify for submission to and must be entered in the WMLS database within three (3) business days after all necessary signatures of Seller(s) have been obtained, the “Commencement Date”, or the beginning of the “List Period” whichever is later. This date is considered to be the “List Date”, except as provided in Section 1.3.

**Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the WMLS for cooperation with other WMLS participants (Reference Section 1.01 “Clear Cooperation”).**

**NOTE: After a listing is closed, all data shall remain in the WMLS Database for statistical reference.**

The service area of the WMLS includes the following:

City of Williamsburg	James City County
City of Hampton	York County
City of Newport News	Gloucester County
City of Poquoson	Surry County
Town of West Point	New Kent County
Yorktown	Charles City County

**Listings located in Hampton, Newport News, Poquoson, Gloucester, Surry and West Point are exempt from Lockbox requirements stated in Section 1.2i.**

**Participants and Subscribers who choose to enter listings outside the service area must comply with all rules and regulations herein, including all timelines as stated in Sections 1 & 2.**

**Section 1a.** Listings of properties required:

- (1) Residential – New and resale residential single family and condo/townhouse dwellings and farms
- (2) Multi-Family – New and resale residential multi-family (2, 3, or 4 unit) residential dwellings
- (3) Lots/Land – New and resale residential lots and land

Listings of properties optional:

- (1) Rentals
- (2) Commercial

**Section 1b.** The WMLS shall require Participants and Subscribers to submit listings on a WMLS "input sheet". The WMLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of contract which make it possible for the listing broker to offer compensation to the other Participants of the WMLS acting as subagents, buyer agents, or both, or in a non-agency capacity as defined by law. However, the WMLS may:



- (1) Reserve the right to refuse to accept a listing contract that fails to protect adequately the interests of the public and the Participants;
- (2) Assure that no listing contract filed with the WMLS establishes, directly or indirectly, any contractual relationship between the WMLS and the client (buyer or seller);
- (3) Require that the listing contract include the seller's written authorization to enter the listing in the WMLS.

**Exclusive Right-to-Sell Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

**Exclusive Agency Listing:** A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

**Section 1.c ACCEPTABLE CONTRACTS:** The WMLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of contract which make it possible for the listing broker to offer compensation to the other Participants of the WMLS acting as subagents, buyer agents, or both, or in a non-agency capacity as defined by law. NOTE: Should a non-VR Listing Agreement (Exclusive Authorization to Sell”) be used, the Listing Firm shall be required to use the “Non-VR Listing Agreement Addendum”, WMLS Form 128, signed by the Seller and the Listing Agent. Bank owned properties are exempt from using this form.

However, the WMLS may:

- (1) Reserve the right to refuse to accept a listing contract that fails to protect adequately the interests of the public and the Participants;
- (2) Assure that no listing contract filed with the WMLS establishes, directly or indirectly, any contractual relationship between the WMLS and the client (buyer or seller);
- (3) Require that the listing contract include the seller's written authorization to enter the listing in the WMLS.

Any listing contract submitted to the WMLS must be FULLY COMPLETE, as well as:

- i. All listing contracts must be signed by all parties having an ownership interest in the property, and by the listing agent.
- ii. Listings may be for any period of time, provided the listing contains a definite termination date as required by Virginia law.
- iii. “Required” (mandatory) information as designated in the WMLS database must be included when entering new listings.
- iv. Owner's name is required unless seller specifically requests that this information not be used. In that case, a signed statement by the seller must be kept on file at the listing company indicating seller does not wish information to be printed.

**Section 1.01 CLEAR COOPERATION:** Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the WMLS for cooperation with other WMLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

**Exclusive listing information for required property types must be filed and distributed to other WMLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other WMLS Participants.**

**Section 1.1 TYPES OF PROPERTIES:** The following are some of the types of properties that may be published through the WMLS, including types described in the preceding paragraph that are required to be filed with WMLS and other types that may be filed with WMLS at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

- (1). Residential
- (2). Residential Income
- (3). Residential Rentals – single family single dwellings for rent
- (4). Subdivided Vacant Lots
- (5). Land and Ranch
- (6). Motel - Hotel
- (7). Mobile Homes (with real property interests)
- (8). Mobile Home Parks
- (9). Commercial

a. Prohibited Listings: The following types of listings will not be accepted by the WMLS:

- (1). Listings of properties other than real property (i.e., mobile homes and Business Opportunities without real property or leasehold interests).
- (2). Open listings. (Non-exclusive listings.)
- (3). Net listings. (Sales price is net of commission.)
- (4). Duplicate Listings. (Same property listed and active in the database as another.)
- (5). Duplicate property types for the same listing, with the exception of duplicate property types of Residential and Rental, Residential and Multi-Family, and Residential and Lots/Land if NOT new construction.

Homes with septic systems-The total number of bedrooms entered in the MLS for a residential property listed for sale or for lease may not exceed the number of bedrooms indicated on the approved septic permit.

**Section 1.1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE WMLS:** Any listing taken on a contract to be filed with the WMLS is subject to the Rules and Regulations of the WMLS upon signature of the seller(s).

**The following holidays shall be excluded from any timeframe requirements as stated in these Rules and Regulations:**

- |                           |                       |                 |
|---------------------------|-----------------------|-----------------|
| * New Year's Day Observed | * Juneteenth          | * Christmas Day |
| * Martin Luther King Day  | * Independence Day    |                 |
| * Presidents Day          | * Thanksgiving Day    |                 |
| * Memorial Day            | * Thanksgiving Friday |                 |

**Section 1.2 DETAIL ON LISTINGS FILED WITH THE WMLS:** A listing contract or data input form, when filed with the WMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the data input form.

**Section 1.2.a ACCURACY OF LISTING DATA:** Participants and subscribers are required to submit accurate listing data, including photos, and are required to correct any known errors. Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the WMLS.

**Section 1.2b PROPERTY ADDRESSES:** At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the WMLS must include a legal description of the property sufficient to describe its location.

**Section 1.2c CO-LIST:** "Co-Listing" within the same WMLS firm is permitted, however both co-listing agents must be authorized users of the WMLS and indicated as co-listing agents on the Listing Agreement and WMLS database. Co-Brokerage listings are also permitted in the WMLS system provided that both firms and co-listing agents are WMLS authorized users and are indicated as co-listing agents on the listing agreement and WMLS database. Should a seller request that a listing be co-listed with other WMLS firms, it shall be agreed upon by all parties which one (1) firm (the "Listing Firm") shall be solely responsible for submitting the listing to the WMLS and reporting all contingencies, status changes, etc. The Co-Brokerage firm and agent shall be referenced only in "Agent Only Comments". Only one (1) firm sign is permitted on the property. Any compensation, commission or finder's fee shall be negotiable between the Listing Firm, Co-Brokerage Firm and their client(s).

**Section 1.2d TEAMS:** Two or more individuals, one or more of whom is a licensed salesperson or broker who work together as a unit within the same firm, represent themselves to the public as working together as a unit, and designate themselves by a fictitious (team) name, qualify as a "Real Estate Team" (Team). The "Team" must apply for WMLS service, provide a copy of the Team's license, and pay all applicable fees. All listings within the WMLS service area taken by the Team must be entered into the WMLS database. The Team Leader and at least one other Team Member must be authorized users of the WMLS. No business entity or fictitious names are permitted in the "List Agent" field.

**Exception-**If the managing/principal broker/WMLS participant is also a "team member" but uses the WMLS only in the capacity as a WMLS participant so that other licensees within the office may subscribe to the WMLS, and does not act as a listing agent on any WMLS listings, licensees associated with the WMLS participant's team may qualify and apply for a subscription waiver.

**Section 1.2e PHOTO AND/OR SKETCH REQUIREMENTS:** A minimum of one (1) photo, scanned drawing, sketch, or plat is required for all property types as well as Non-MLS listings entered for 'sold' statistical purposes. Required photo(s) must be added to the listing within three (3) business days from the listing entry date. Listing photos are only to be used on the listing in which they were originally submitted with two (2) exceptions. The exceptions are: 1. A property being re-listed by the same Participant/Subscriber submitting the original photos or 2. A Participant/Subscriber receiving written authorization from the owner of the photo(s) to re-use on a new listing.

The recommended format for photo submission is JPG, GIF, or BMP, 1024 X 768 minimum pixels, landscape. Photos, scanned drawings, sketches, plats, or QR codes shall not include any type of office or agent contact information, including yard signs.

**Section 1.2f PHOTOS, VIRTUAL TOURS, VIDEOS & BRANDING LIMITATIONS :** Filming videos of a listed property by Buyer Agents may be done, when necessary, if interested buyer(s) are unable to personally visit the property. When scheduling the showing appointment, the intent to film must be disclosed, and permission to do so is at the discretion of the owner. Permission must be received from the listing agent/company before filming. Videos, whether taken or downloaded, may not be used for the purpose of marketing/advertising to the general public, by any agent who is not party to the listing, except when written permission to do so is specifically granted by the listing agent/company.

**NOTE:** When property videos are used other than in the MLS, they must clearly and prominently identify the actual listing agent(s) and include the contact information for the listing office and/or listing agent.

**NOTE:** ALL photos, virtual tours and videos that are uploaded to the WMLS must be unbranded.

**Section 1.2g QR CODES:** All QR codes displayed to the general public through the MLS shall link to sites that are unbranded and that do not identify the listing firm or the listing agent.

**All listing data shall remain in the WMLS database and shall not be removed.**

**Section 1.2h DISCLOSURE/DISCLAIMER REQUIREMENTS:** The following signed disclosure forms which are mandated by the state or federal government are required to be uploaded, as applicable, to the listing at the time the listing is input and in the allocated document section of the WMLS Database. Uploading these mandated documents to any other section of the WMLS Database does not satisfy this requirement.

1. Residential Property Disclosure Statement
2. Virginia Real Estate Board -AICUZ (noise and crash) for properties in or adjacent to a military air installation.
3. Virginia Real Estate Board- Septic
4. Disclosure of Information of Lead-Based Paint and/or Lead Paint Hazards
5. Disclosure of Defective Drywall
6. Disclosure of Property Previously Used to Manufacture Methamphetamine

**Section 1.2i LOCKBOXES:** Listings filed with the WMLS located within the WMLS service area shall be required to have a WMLS lockbox on the property, should the seller authorize any lockbox. If the seller refuses any lockbox (i.e. combo, contractor, etc.) on the property, a signed statement by the seller must be kept on file at the listing office indicating the seller does not wish to make use of any lockbox system and Agent Only Comments or showing instructions must indicate no lockbox on the property per sellers desire.

**Residential rental listings, lots/land listings, and commercial listings for sale and for lease are exempt from the lockbox requirement. Listings located outside the service area and Listings located in Hampton, Newport News, Poquoson, Gloucester, Surry and West Point are exempt from the lockbox requirement.**

**Section 1.2.1 REQUESTS FOR LISTING INFORMATION SUBMITTED TO THE WMLS:** The WMLS shall perform random checks of listings submitted to the Service for the purpose of establishing accuracy of the database information and compliance with the Rules and Regulations of the WMLS. The WMLS randomly selects listings and submits requests via email, to the listing office and the listing agent for copies of the listing contract(s), and/or any other information/paperwork necessary to verify accuracy and assure compliance. The listing office or listing agent shall submit the information/paperwork to the WMLS within two (2) days of notification. Faxes and email shall be accepted for required paperwork. Failure to comply with a random check request for information/paperwork on specific listings shall be subject to action as per Section 7.1e & 7.1f.

**Section 1.2.2 LIMITED SERVICE LISTINGS:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller's behalf in negotiations leading to the sale of the listed property

**Section 1.3 EXEMPT LISTINGS:** If the seller refuses to permit the listing to be disseminated by WMLS, the Participant may then take the listing ("office exclusive"), and such listing shall be provided to the WMLS upon request by WMLS Administrative Staff no later than 4:30 PM of the date following the date of the request. Filing of the listing should be accompanied by a certification signed by the seller(s) that the listing not be disseminated by WMLS. **WMLS Participants must distribute exempt listings within one (1) business day once the listing is publicly marketed.**

**Section 1.4 CHANGE IN LISTINGS:** Any change in listed price or other change in the original listing contract shall be made only when authorized in writing by the seller and shall be entered into the WMLS computer system within three (3) business days after the authorized change is received by the listing broker.

**Section 1.4.1 REPORTING SALES:** When the status of a listing changes to "Sold" (or "Leased") the status change and sold information shall be entered into the WMLS computer system within seven (7) business days after closing.

**Section 1.5 RELEASE (WITHDRAWAL/CANCELLATION) OF LISTINGS PRIOR TO EXPIRATION:** A listing of property may be released from WMLS by the listing broker before the expiration date of the listing contract, provided the release is entered into the WMLS computer system within three (3) business days. A copy of the agreement between the seller and the listing broker which authorizes the withdrawal (cancellation) shall be on file with the listing office. Sellers do not have the unilateral right to require the WMLS to release a listing without the listing broker's concurrence.

**Section 1.5a TEMPORARILY WITHDRAWN LISTINGS:** The "temporary withdrawn" status is not to be used for a "released" or "cancelled" listing. Temporarily withdrawn listings are those that are temporarily not available to be shown. If the listing is in fact, "temporarily withdrawn" (for roof repairs as an example), signed documentation from your seller is required and the listing shall not be in the "temporary withdrawn" status for more than 30 days, unless seller's written authorization to do so is provided to the WMLS upon request. In addition, while in the "temporary withdrawn" status, "agent only comments" shall be used to indicate the reason for the temporary withdraw and the date the listing will again be made available to show (status changed back to "active").

**Section 1.5b RE-ENTRY OF RELEASED LISTINGS:** A listing released prior to expiration cannot be re-entered as "new" within 30 days of the date released by the same agent/firm. NOTE: Re-entry of released listings under new ownership are permitted.

**Section 1.6 LISTING STATUS CHANGE:** Upon ratification of a contract, Listing Status shall be changed to PENDING and listings must be updated in the WMLS computer system as such within three (3) business days of contract ratification.

**CONTINGENCY EXCEPTION:** The owner and agent must complete and sign WMLS Form 125 and satisfy all conditions detailed on said form within three (3) business days of contract ratification for the listing to remain active in the WMLS system. **Upon removal of all contingencies, listings must be changed to PENDING status within three (3) business days.**

**Section 1.7 LISTING PRICE SPECIFIED:** The full gross listing price stated in the listing contract shall be included in the information published in the WMLS compilation of current listings, unless the property is subject to auction.

**Section 1.7a LISTING AUCTION PROPERTIES:** All auction listings entered into the MLS must be subject to a valid listing agreement signed by the owner of the property and contain a list price; unconditional offer of cooperative compensation from the Listing Participant, as set forth in these Rules and Regulations and provide for agency pursuant to Virginia law during the time the listing is active in the MLS. Note: A VA Auctioneers license is required to auction real property and publicly advertise the terms, conditions and other details of a real estate auction.

Auction Information in the Public Remarks field is limited to:

- (a) a statement identifying the listing as a property subject to auction
- (b) an explanation of the basis for the list price (tax assessment, appraisal, opening bid) and
- (c) whether or not the seller will accept an offer to purchase prior to the scheduled auction

The information referenced in items (i)-(viii) below is prohibited in the public remarks field.

The following information may be entered in the Agent Only Comments field:

- i. Any required procedures for Participants/Subscribers to register their representation of a potential bidder
- ii. The date, time and place of the auction
- iii. The terms and conditions of the auction
- iv. Whether the auction is being conducted with or without the seller's reserve
- v. The time or manner in which potential bidders may inspect the listed property
- vi. The amount of Buyer premium, if any
- vii. Any other material rules or procedures for the auction
- viii. Auction Company URL

When a property is no longer available for purchase prior to auction ("freeze" or "auction status") the listing must be placed in temporarily withdrawn or released status. In the event the auction is unsuccessful and there is still a valid listing agreement in place, the listing may be restored to active status.

**Section 1.8 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing contracts and on the data input forms. When part of a listed property has been sold, proper notification should be entered into the WMLS computer system.

**Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** WMLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, WMLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants.

**Section 1.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:** Active, or Temporarily Withdrawn, Listings filed with the Williamsburg Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date the listing is extended or renewed and entered into the WMLS compilation of data.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and be made available to the Service upon request.

**Section 1.11 TERMINATION DATE ON LISTINGS:** Listings filed with the WMLS shall bear a definite and final termination date as negotiated between the listing broker and the seller.

**Section 1.12 LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the WMLS is suspended from the WMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, WMLS Bylaws, WMLS Rules and Regulations, or other membership obligation EXCEPT failure to pay appropriate dues, fees, or charges), all listings currently filed with the WMLS by the suspended Participant shall, at the Participant's option, be retained in the WMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the WMLS beyond the termination date of the listing contract in effect when the suspension became effective. If a Participant has been suspended from the Association or the WMLS (or both) for failure to pay appropriate dues, fees, or charges, the WMLS is not obligated to provide services, including continued inclusion of the suspended Participant's listings in the WMLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the WMLS, the suspended Participant shall be advised in writing (Section 7.1d) of the intended removal so that the suspended Participant may advise the clients.

**Section 1.13 LISTINGS OF EXPELLED PARTICIPANTS:** When a Participant of the WMLS is expelled from the WMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, WMLS Bylaws, WMLS Rules and Regulations, or other membership obligation EXCEPT failure to pay appropriate dues, fees, or charges), all listings currently filed with the WMLS shall, at the expelled Participant's option, be retained in the WMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the WMLS beyond the termination date of the listing contract in effect when the expulsion became effective. If a Participant has been expelled from the Association or the WMLS (or both) for failure to pay appropriate dues, fees, or charges, the WMLS is not obligated to provide services, including continued inclusion of the expelled Participant's listings in the WMLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the WMLS, the expelled Participant shall be advised in writing (Section 7.1d) of the intended removal so that the expelled Participant may advise the clients.

**Section 1.14 LISTINGS OF RESIGNED PARTICIPANTS:** When a Participant resigns from the WMLS, the WMLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the WMLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the WMLS, the resigned Participant shall be advised in writing (Section 7.1d) of the intended removal so that the resigned Participant may advise the clients.

**Section 1.15 PUBLIC REMARKS AND DIRECTIONS:** Public Remarks shall ONLY include information referring to the specific listing. All showing instructions, all statements that may present a public safety or vandalism concern (i.e. "vacant"), any statements that may present a potential violation of fair housing laws, or statements that can be construed as advertising or marketing shall NOT be identified in the "Public Remarks" or "Directions" sections of the listing data. These statements belong in Agent Comments ONLY.

**NOTE: The Public Remarks Section of the WMLS Database is subject to editing or removal should the WMLS BOD deem the language offensive and/or violent in nature.**

Public remarks also shall not include any of the following contact information:

- Call/Contact Listing Agent or Firm or any variation of this intent (Cannot direct the public to the listing agent or firm in public remarks, this belongs in Agent Remarks ONLY)
- Listing Agent(s) Telephone Number(s)
- Listing Agent(s) Email and/or Website Addresses
- Listing Company's Telephone Number(s)
- Listing Company's Name
- Listing Company's Email and/or Website Addresses
- Builder's Name or Contact Information – Site Name, Address, Site Agent Contact Information, Site Telephone Number(s), Email and/or Website Addresses
- Reference to Projects, Contracts, Properties Building Deals
- Reference to Sales Center, Site, or decorated model
- Reference to Branded Virtual Tours
- Reference to Specific Lending Companies or Settlement Services
- QR Codes

**Agent only comments appearing in any portion of the listing data, other than the “Agent Only Comments” section (i.e. “Directions”, Supplement, Open House, etc.), shall have a fine and/or sanction imposed.**

**Section 1.16 AGENT ONLY COMMENTS:** All “Agent Only Comments” must be specific to the listing and cannot contain contact information for a real estate licensee who is a non-WMLS subscriber or participant, nor any statements that may present a potential violation of fair housing laws.

**Section 1.17 NEW CONSTRUCTION/PROPOSED CONSTRUCTION:**

Proposed construction homes may be entered into the WMLS database under the Residential property type provided:

- A) The lot owner has executed a listing agreement with a WMLS Participant for the sale of the lot. If the lot owner is not a builder, there must be a written agreement in place for proposed construction of a specific house on the owner's property, subject to a feasibility study. If there is no written agreement in place between the lot owner and the builder, the listing does not qualify for MLS submission.
- B) The list price must include the price of the lot and the residential structure to be built.
- C) The first words in the Public Remarks field must state “Proposed Construction.”
- D) The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public Remarks and Agent Only Comments.

**Master Marketing Agreement/Site Signage:** If there is a Master Marketing Agreement and/or site marketing such as a sign or advertising with a WMLS Firm name listed as the firm to call, the Listing Firm is required to input the listing into the WMLS database if the property lies within the WMLS service area. If the VR Listing Agreement is not used, the Listing Firm is required to use the “Non-VR Listing Addendum” signed by the Builder and the Listing Firm. All new construction properties that fall within the WMLS service area must be listed and maintained in the WMLS database. The Listing Firm may list these properties in one of two ways: Generate an individual listing for each unit/lot, with each Listing Agreement signed by the owner, - OR - Use “Master Model” listings, one to represent each model/lot in the site (procedure outlined below). The property address should be used in the required “Property Identification Number” (PID) field if this information is not yet available.



**New Construction listings on only one lot that may have various building options may not be listed as a Master Model. For this type of listing, the lot address and legal description must be entered. Both “Public Remarks” and “Agent Only Comments” may be used to indicate other floor plans, prices, square footage, etc. that may be available. The lowest (base) advertised price (listed) must be available. Photos, renderings, sketches and/or drawings may be input to show the various models available for that property. Once the listing is marked “Pending”, the images depicting models other than the model being built must be removed. These photos, renderings, etc. must be removed prior to marking the listing “Sold” as once the listing is marked “Sold”, no changes may be made to the photos.**

**Master Model Listings:** “Model” is defined as a representational structure/lot to be used for exhibition. The “Master Model” procedure may be used for listing/selling multiple lots, units, or properties that are similar in description.

**Guidelines for Entering Master Model Listings:**

1. One Master Model listing should be entered for each different model name, but only one Master Model listing should be used to represent the multiple variations or elevations of a particular model. For example, a builder may have two models, The Magnolia and The Pine. Each model has an A, B & C variation of the plan, and several elevation options. The Listing Agent should enter one Master Model listing for The Magnolia, and a second for The Pine. But the agent should not enter separate Master Model listings for each A, B, or C variation, or each elevation, unless a model home exists that matches that variation/elevation.
2. The List Price should always accurately reflect the physical descriptions as detailed in the listing, i.e., if the listing indicates a fourth bedroom, which is a finished room over the garage, the List Price should not be the price for a three bedroom with an unfinished room over the garage. Extras should be either noted as extras or should be included in the List Price.
3. For sites selling lots only (no models), Firms are limited to no more than five (5) Master Model listings, using such criteria as price range, wooded, acreage, waterfront, etc. to differentiate between the listings.

**Procedures for Entering Master Model Listings:**

Listing Firm prepares a Data Input Form for the Master Model listing and this form should be reviewed and approved by the Seller/Builder.

- a. If the Master Model listing does not have an address, use the Builder’s model name in the Address field.
- b. For the Property Identification Number (PIN) field, use the property address or the Builder’s model name.
- c. Mark “NEW” in the “New/Resale” field.
- d. Indicate the range of prices for the model and its variations/elevations in the Agent Only Comments field.
- e. Input the listing into the WMLS database.
- f. The listing must be associated with a specific new construction subdivision.

Any changes to the Master Model List Price must be reported in the WMLS database within five (5) business days of the change occurring.

As individual sales occur, the Listing Firm must:

- a. Prepare a Property Data Input Form for a “Master Model” with the specific address, legal description, and details pertinent to that specific property. The List Date shall be the date of the contract to purchase, and the Expiration Date should be a few days after this List Date. The Seller’s signature is not required on

this form if there is a signed copy for the Master Model listing on file with the Listing Firm.

b. In the WMLS database, enter a new listing for each individual sale by making a copy of the Master Model listing, changing specific information to reflect the property now under contract, and complete all required fields. Save the listing as “ACTIVE” (generates new MLS #) and then immediately change the Status to PENDING. **Repeat for each individual sale that occurs off the Master Model listing.** For as long as the Master Model listing remains active in the WMLS database, all individual sales derived from this listing must be reported as they occur. After closing, each Master Model listing’s status must be marked “SOLD”. A Master Model listing is not required to be removed after a phase has sold out, if another phase should open the Listing Agent must update “Agent Only Comments” to reflect when the next phase has opened, or is scheduled to open. When the Master Model listing has served its purpose, the Listing Firm should withdraw it or report it as sold.

**Section 1.17a LISTINGS WITH TWO (2) PROPERTY TYPES:** 1) Property Types of Residential and Lots/Land may both be used when listing “New Construction/Proposed Construction” properties. 2) Property Types of Residential and Rental may both be used. 3) Property Types of Residential and Multi-Family may both be used. 4) Property Types of Residential and Commercial may both be used when a single property has been approved by the municipality for “Dual Use”.

**If a property is listed as two (2) different property types, (i.e. options for both “Land” and “Residential” types for one property are listed) and one of the property types is under contract to purchase, it must be changed to “Pending” status and the other property type must be changed to “Temporarily Withdrawn” status. In addition, when the property type that is “Pending” closes, it must be changed to “closed” status within 7 business days of closing and the other property type must be changed to “released” status in the WMLS computer system within 7 business days of closing.**

**Section 1.18 COMING SOON LISTINGS:** (1) To qualify for submission into the WMLS Database under the “Coming Soon” status (see Section 1 for required timeframe), a property must have:

- a. A ratified listing agreement or a residential property management & exclusive rental agreement
- b. Completed WMLS Form 124: Pre-marketing Addendum

(2) These listings may be advertised on broker, agent, public or syndication websites or in other media as “Coming Soon”. A firm For Sale/Lease Sign with a “Coming Soon” Rider may be installed on the property while the property is under Coming Soon status. (3) Listings under Coming Soon Status may not be shown and offers to purchase/lease may not be reviewed. In the event that a Seller/Leasor agrees to allow a Coming Soon listing to be shown the listing status must be changed to Active prior to the showing. (4) Days on Market (DOM) do not accrue while a listing is under the Coming Soon listing status. (5) You must include an Expected On-Market Date when using the Coming Soon listing status. This is the date when you expect your listing to be Active AND the date the listing will go “ACTIVE” in the Matrix system unless it is modified prior to the “Expected On-Market Date”. This date cannot exceed 21 calendar days from the “List Date”. (6) Use of the Coming Soon listing status is limited to 21 calendar days. After 21 calendar days have passed, the listing status will automatically change to Active status. A listing may only be under the Coming Soon status for one (1) 21-day period. If you need more time after the 21 calendar days have expired, consider using the Temp Withdrawn listing status. (7) Listings under Coming Soon Status must have a List price and offer of cooperative compensation. (8) Because a Listing under the Coming Soon status will have an MLS number, the listing agent will be able to add virtual tours, marketing materials, and listing documents ahead of time. (9) A minimum of one (1) photo is required.

**Section 1.19 SOLD NON-MLS LISTING:** Listings that (a) do not qualify for submission into the MLS under these Rules and Regulations or (b) are not authorized by the Seller for MLS submission or (c) are sold outside of the WMLS jurisdiction may be entered into the MLS system by the Williamsburg MLS agent representing the buyer’s side of the transaction after the transaction has closed. Listings must be entered promptly after closing but no later than January 31<sup>st</sup> of the subsequent calendar year.

## **SELLING & LEASING PROCEDURES**

**Section 2 SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the WMLS shall be conducted through the listing broker, except under the following circumstances:

- a. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- b. After reasonable effort, the cooperating broker cannot contact the listing broker or the broker's representative. However, the listing broker has the option to preclude such direct negotiations by cooperating brokers.

**NOTE:** Agents wishing to record videos/virtual showings/ live feeds of a listed property must disclose their intent when making a showing appointment. If they receive permission to film, they may do so solely for the purposes of helping buyer clients who are unable to visit the property in person. (See Section 1.2f)

**Section 2.1 SHOWING AVAILABILITY:** All listings that are entered into the WMLS must be equally and immediately available for appointments to all WMLS Participants and Authorized Users as of the List Date, with the exception of listings entered with the “Coming Soon” status. Showing instructions such as “Do Not Show Until (future date)” or “Not available for (specific dates)” are not permitted in Agent Comments or Public Remarks.

**Section 2.2 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not so doing.

**Section 2.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS:** The listing broker shall submit to the seller all offers and counter-offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

**Section 2.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** The cooperating broker (subagent or buyer agent) or that broker's representative has the right to participate in the presentation to the seller or lessor of any offer secured by that broker to purchase or lease. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to obtain a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentation. Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

**Section 2.5 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:** The listing broker or that broker's representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing broker does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or

lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to obtain a copy of the purchaser's or lessee's written instructions.

**Section 2.6 REPORTING PENDING SALES TO WMLS:** Pending sales shall be entered by the listing broker into the WMLS computer system within three (3) business days unless exceptions as stated in Section 1.6 apply.

**Section 2.7 REPORTING CANCELLATION OF PENDING SALE:** The listing broker shall update the listing to "active" status in the WMLS computer system within three (3) business days, to report the cancellation of any pending sale. **Listing participants/subscribers may return a listing to active status ONLY after a release of contract to purchase has been executed by the purchaser and seller or the contract has been legally terminated and is no longer in effect.**

**Section 2.8 REPORTING RESOLUTION OF SALES CONTRACT CONTINGENCIES:** The listing broker shall report to the WMLS computer system three (3) business days that a contingency on file with the WMLS has been fulfilled, renewed, or cancelled.

**Section 2.9 REPORTING SALES TO WMLS:** The listing broker shall enter in the WMLS computer system Sold (or Leased) information within seven (7) business days after closing. If negotiations were carried on under Section 2.a. or 2.b. hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the WMLS within 24 hours (excepting weekends and holidays) after receiving notice from the cooperating broker.

**Section 2.10 ADVERTISING OF LISTINGS FILED WITH WMLS:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**Section 3 DISCLOSING THE EXISTENCE OF OFFERS:** Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

## **PROHIBITIONS**

**Section 4 INFORMATION FOR PARTICIPANTS ONLY:** Any listing filed with the WMLS shall not be made available to any broker or firm not a Member of the WMLS without the prior consent of the listing broker.

**Section 4.1 "FOR SALE" SIGNS:** Only the "For Sale" sign of the listing broker may be placed on a property.

**Section 4.2 "SOLD" SIGNS:** Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 4.3 SOLICITATION OF LISTINGS FILED WITH WMLS:** Participants shall not solicit a listing on property filed with the WMLS unless such solicitation is consistent with Article 16 of the Code of Ethics, its Standards of Practice, and its Case Interpretations.

**This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the WMLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.**

**Section 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE:** No WMLS Participant, Licensed User, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Licensed Users and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Licensed Users. This does not prohibit Participants and Licensed Users from representing that any information they are authorized under WMLS rules to provide to clients or customers is available on their websites or otherwise.

**Section 4.5 SERVICES ADVERTISED AS “FREE”:** WMLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

## **DIVISION OF COMMISSIONS**

### **Section 5 COMPENSATION SPECIFIED ON EACH LISTING:**

The WMLS provides authorized users a blanket, unilateral offer of compensation and cooperation.

a. Entitlement to compensation is determined by the cooperating Participant’s performance as the procuring cause of the sale (or lease). While offers of compensation made by Listing Participants to cooperating Participants through WMLS are unconditional, a listing Participant’s obligation to compensate a cooperating Participant who was the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through WMLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing Participant to collect some or all of the commission established in the listing agreement: at what point in the transaction did the listing Participant know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly the listing Participant communicated to cooperating Participants that the commission established in the listing agreement might not be paid. In filing a property with the WMLS, the participant of the service is making blanket, unilateral offers of compensation to other WMLS Participants, and shall therefore specify on each listing filed with the WMLS, the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. The compensation specified and published on listings filed with the WMLS shall appear in one of the following forms: 1. A percentage of the gross selling price, 2. A definite dollar amount.

b. The listing broker retains the right to determine the amount of compensation offered to other Participants, (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. This shall not preclude the listing broker from offering any WMLS Participant compensation other than the compensation indicated on any listing published by the WMLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

**Section 5.1 DISPLAY OF LISTING BROKER’S OFFER OF COMPENSATION:** Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar. *“The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed.”*

**Section 5.2 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through WMLS, that person shall disclose that interest when the listing is filed with WMLS and such information shall be entered into the WMLS computer system.

**Section 5.3 PARTICIPANT AS PURCHASER:** If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

**Section 5.4 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord shall be disclosed by the listing broker by a key, code or symbol as required by the WMLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

**Section 5.5 DISCLOSING POTENTIAL SHORT SALES AND THIRD PARTY APPROVAL:** Participants may, but are not required to, disclose potential short sales to other Participants and Licensed Users. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

## **SECTION 6 USER DEFINITIONS, BILLING PROCEDURES, CANCELLATION POLICIES**

**a. FULL SERVICE** – A firm or a firm’s branch who has never received Participation with the Williamsburg Multiple Listing Service before shall apply and pay an application fee with such fee to accompany the application. “New Firm” shall mean (i) a different legal entity, or (ii) transfer of fifty percent (50%) or more of the ownership or equity of the same legal entity.

**b. AFFILIATE SERVICE** – An applicant for Limited (Affiliate) Service participation who has never received Affiliate Participation with the WMLS shall pay an application fee with such fee to accompany the application.

**c. WMLS PARTICIPANT (LICENSED COMPANY BROKER/DESIGNATED REALTOR):** Participants will be considered authorized and will be provided access to the WMLS upon completion of a “Full Service Application”, a “New WMLS Licensed User Registration” Form, and the Participant’s acceptance of the EULA (End User License Agreement). New WMLS Participants will also be required to provide a “Letter in Good Standing” from their current, or immediate past, MLS and Association.

Quarterly recurring service fees are assessed, in advance, to each Participant (principal, partner, corporate officer, or branch office manager acting on behalf of a principal), and for each Unlicensed (Administrative) User as authorized and registered with the firm. Payment of such fees shall be made on or before the last business day of each billing month (January, April, July, October).

Participants are responsible for any unpaid, past due fees and fines for all inactivated licensees within the firm.

**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 managing broker participates.**

**'Broker Participants' must sign a certification for nonuse of WMLS services by their licensees choosing not to subscribe to the WMLS. Failure to comply with the WMLS Subscription Waiver Policy can include penalties and termination of the waiver if violated.**

**NOTE: In order for licensees to qualify and remain on a WMLS Subscription Waiver, they must adhere to the following requirements:**

- 1. Waiver Subscriber will not use 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.****
- 2. Waiver Subscriber cannot be a listing agent or co-listing agent on a ratified listing agreement for any active listing filed with the WMLS**
- 3. Waiver Subscriber cannot control/own WMLS's lockboxes**

**In order for a firm/branch to remain in compliance with the WMLS Subscription Waiver Policy, Participants will be REQUIRED annually to submit a "WMLS Subscription Waiver Audit", outlining MLS statuses of all company licensees. Failure to submit a "WMLS Subscription Waiver Audit Form" within the required time frame, shall result in a fine and possible suspension of WMLS Services.**

**NOTE: In the interim of the "WMLS Subscription Waiver Audit", any active licensee who does not subscribe and/or cancels their subscription to the WMLS, shall automatically be considered to be on a WMLS Subscription Waiver until such time as they start WMLS services or violate the subscription waiver requirements.**

**d. LICENSED (AGENT) USER/SUBSCRIBER:**

Quarterly recurring service fees are assessed, in advance, for each authorized Licensed User (Sales Licensee, Licensed Appraiser, Licensed Assistant, Licensed Company Staff). Licensed Users will be considered authorized and will be provided access to the WMLS upon completion of a "New WMLS Licensed User Registration" Form and the Licensed User's acceptance of the EULA (End User License Agreement). New WMLS Licensed Subscribers will also be required to provide a "Letter in Good Standing" from their current, or immediate past, MLS and Association. Payment of quarterly fees shall be made on or before the last business day of each billing month (January, April, July, October).

**CANCELLATION POLICY FOR PARTICIPANTS AND LICENSED USERS:**

When a Participant or Licensed User's license is no longer affiliated with the company the WMLS Participant must notify the WMLS in writing, or by using a "Realtor® Membership and/or WMLS Licensed User Resignation/Cancellation" Form, within three (3) business days, and by no later than

the last day of the month preceding the next fiscal quarter (January, April, July, October) in order to avoid the recurring quarterly fee. For failure to comply with this rule the provisions of Section 9 and Addendum C shall apply.

**A Participant will be billed applicable fees for any unauthorized User who has been determined to have utilized the WMLS in any manner, e.g. if the licensee has any active listings in the WMLS, takes floor duty, is included in Company advertising, or has any form of electronic connection, e.g., website, that accesses any Internet site to which data from the WMLS aggregate is transmitted.**

**e. UNLICENSED (ADMINISTRATIVE) USER/SUBSCRIBER:**

**COMPANY STAFF**-Unlicensed Staff employed by a Participant, including any personal assistants and administrative staff, affiliated with the Participant's company and who are unlicensed in any state, will be considered authorized and will be provided access to the WMLS upon the WMLS Participant's completion of a "WMLS Unlicensed Users Registration & Cancellation" Form and the Unlicensed User's acceptance of the EULA (End User License Agreement).

**AUTHORIZED ASSISTANT**-Unlicensed Assistants employed by an active Licensed User or Participant will be considered authorized and will be provided access to the WMLS upon the WMLS Participant's completion of a "WMLS Unlicensed Users Registration & Cancellation" Form and the Unlicensed User's acceptance of the EULA ("End User License Agreement").

**Company Staff and Authorized Assistants may not be an employee of a client or property owner (Participant/WMLS User's client) unless they are selling their own property.**

**CANCELLATION POLICY FOR UNLICENSED (ADMINISTRATIVE) USERS:**

When an Unlicensed User is no longer employed by, or affiliated with the company, the WMLS Participant must notify the WMLS in writing, or by using a "WMLS Unlicensed User Registration & Cancellation" Form within three (3) business days, and by no later than the last day of the month preceding the next fiscal quarter (January, April, July, October) in order to avoid the recurring quarterly fee for the following fiscal quarter. For failure to comply with this rule the provisions of Section 9 and Addendum C shall apply.

**All WMLS fees for unlicensed users are billed to the WMLS Participant.**

**f. AFFILIATE USER:**

Quarterly recurring service fees are assessed, in advance, to each authorized Affiliate User. Affiliate Users will be considered authorized and will be provided access to the WMLS upon completion of a "New Affiliate User Registration" Form and the Affiliate User's acceptance of the EULA (End User License Agreement). Payment of such fees shall be made on or before the last business day of each billing month (January, April, July, October).

**An Affiliate User will be billed applicable fees for any unauthorized Affiliate who has been determined to have utilized the WMLS in any manner.**

When an authorized Affiliate User is no longer with the company the WMLS must be notified in writing, or by using a "WMLS Affiliate Users Registration/Cancellation" Form, within three (3) business days, and no later than the last business day of the month preceding the next fiscal quarter in order to avoid the recurring quarterly fee for the following fiscal quarter. For failure to comply with this rule the provisions of Section 9 and Addendum C shall apply.



**Section 6.1 ORIENTATION:** Any applicant for WMLS Participation and any Licensed User or Unlicensed User affiliated with a WMLS Participant who has registered to use the WMLS shall complete, and provide payment for, an orientation program of no more than eight (8) hours devoted to the WMLS rules and regulations and computer training related to WMLS information entry and retrieval and the operation of the WMLS within sixty (60) days after access has been provided. In the event that these requirements are not met, access to and use of the WMLS shall be suspended until such time as the requirement is fulfilled. An applicant may arrange for completion of the orientation program by web cast or similar means, provided that applicant shall pay the cost established by WMLS for such service.

In addition, if, at any time, the WMLS changes system vendors all WMLS users and Participants shall complete an orientation program of no more than eight (8) hours devoted to the WMLS rules and regulations and computer training related to WMLS information entry and retrieval and the operation of the WMLS within sixty (60) days after the conversion to the new system vendor is complete. In the event that this requirement is not met, access to and use of the WMLS shall be suspended until such time as the requirement is fulfilled will not be provided. Exception: Attendance to the orientation program only for “Participant/Designated Broker” members may be waived if the “Participant/Broker” appoints another authorized User as “designee” to attend the required class in their stead.

**Section 6.2 ADDITIONAL ORIENTATION REQUIREMENT:** Any existing authorized user demonstrating a need for additional training shall be required to attend a class if deemed appropriate by the WMLS Board of Directors.

### **Section 6.3 QUARTERLY BILLING, INVOICING & PAYMENTS**

Invoices shall be sent electronically to WMLS Participants and Licensed Users on the first business day of the following months: January, April, July, October. Invoices shall also be posted on the Association’s website to be available for display or electronic payments. Invoiced amounts shall be due in full no later than the last business day of the billing month. Fiscal quarters are defined as the following: November 1 – January 31, February 1 – April 30, May 1 – July 31, Aug 1 – October 31.

Refunds shall be issued, upon request, for prepayment of quarterly service fees if the request is received by WAAR/WMLS staff no later than the last business day of the month that fees were invoiced in. No refunds shall be issued once services for the new WMLS quarter have commenced.

**All outstanding accounts are given a five (5) business days grace period, after the invoice due date, to be paid in full. After the grace period, all unpaid accounts shall be inactivated and a completed Form 101, a \$100 re-activation fee and outstanding WMLS dues will be required to reactive WMLS services.**

Payments may be made via check, VISA, MasterCard, American Express and Discover. Electronic payments may be made via the WAAR website. An authorized auto-payment plan is also available.

There shall be a fee for any returned check. Returned checks shall not be resubmitted to the bank for deposit. If a check is returned for insufficient funds, the Participant/Subscriber must pay all past due and current fees, including the returned check fee, all outstanding fines and/or service charges, in cash or by cashier’s check.

### **COMPLIANCE WITH RULES**

**Section 7 APPLICABILITY OF RULES TO USERS AND/OR LICENSED USERS:** Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the WMLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or Licensed User has signed an agreement (EULA) acknowledging that access to and use of WMLS information is contingent on

compliance with the rules and regulations. Further, failure of any user or Licensed User to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Licensed Users affiliated with the Participant.

**Section 7.1 AUTHORITY TO IMPOSE DISCIPLINE:** By becoming and remaining a Participant or Licensed User in the WMLS, each Participant and Licensed User agrees to be subject to the rules and regulations and any other WMLS governance provision. The WMLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other WMLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at WMLS orientation or other appropriate courses or seminars which the Participant or Licensed User can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of WMLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year, with automatic reinstatement of participation in good standing at the end of the specified period of suspension
- f. WMLS access suspended with no reinstatement privilege for a specified period of one (1) to three (3) years, with reinstatement of participation to be by application only after the specified period of suspension, on the merits of the application at the time received.
- g. Or, at the option of the WMLS Board of Directors, an assessment in lieu of suspension with assessment not to exceed \$5,000 which can be utilized only once in any three (3) year period.

**A Participant (or licensed user, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or licensed user, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the WMLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar impositions of other forms of discipline which will not be held in abeyance.**

**WMLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of WMLS rules, except that WMLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The WMLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.**

**Section 7.2 FINES AND SANCTIONS:** The following actions may be taken for noncompliance with the Rules and Regulations:

- a. All administrative invoices are due in full 30 days from invoice date. Users who fail to pay any fine, sanction or administrative fee within sixty (60) days of invoice issuance shall have their WMLS services inactivated due to non-payment. To reactivate services, users will be required to pay all outstanding fees plus a \$100 reactivation fee. Any "active" or "pending" listings of inactive users will

be reassigned by the broker within three (3) business days or the WMLS Staff will reassign the listing to the broker in the WMLS Database.

- b. Fines or sanctions as approved by the WMLS Board of Directors, and outlined in Addendum “C”, may be imposed after administrative review.
- c. After administrative review, if a violation of the Rules and Regulations has been deemed fineable, an appeal to the WMLS Board of Directors (BOD) may be filed by completing Form 126 and submitting it to the WMLS no later than ten (10) business days from the date the fine was invoiced. A minimum ten (10) business day written notice of the scheduled hearing date shall be given to appellant upon receipt of Form 126. Written requests to re-schedule an appeal hearing shall be considered by the WMLS BOD.
- d. Upon receipt of a written request for administrative review (audit) via e-mail, Participants/Subscribers shall provide the WMLS with all requested paperwork within two (2) days. For non-compliance of an audited listing, a \$100 fine shall be imposed and another two (2) day notice shall be given to comply. Should the requested paperwork still not be received after the additional two (2) days has past, a \$200 fine shall be imposed and another two (2) day notice shall be sent stating said listing shall be deleted by the WMLS, should the requested paperwork still not be received.
- e. Upon receipt of a written request to add, upload or revise information to listings via e-mail, Participants/Subscribers shall have two (2) days in order to comply or respond to the WMLS. For non-compliance of the request, a \$100 fine shall be imposed and another two (2) day notice shall be given to comply. Should the requested change or update still not be completed after the additional two (2) days has past, a \$200 fine shall be imposed and another two (2) day notice shall be sent stating said listing shall be deleted by the WMLS, should the requested change or update still not be completed.
- f. For failure to notify the WMLS within three (3) days, when an Unlicensed User or Licensed User, having access to the WMLS, leaves the company, the provisions of Section 9 and/or Addendum C shall apply.
- g. For failure to comply with any other rule, the provisions of Section 9 and/or Addendum C shall apply

## **COMPLIANCE AND ENFORCEMENT PROCEDURES**

**Section 8 CONSIDERATION OF ALLEGED VIOLATIONS:** Violations of the WMLS Rules and Regulations are discovered in several ways. Regular administrative audits are performed, but peer review also plays an important part in identifying inconsistencies and non-compliance. Participants and Subscribers may report alleged violations by using the Report a Listing function in Matrix or by contacting the Association office, however it is strongly recommended that all Participants try to resolve all questions and complaints by making contact with the Participant of the company in question to seek a remedy. If it is determined that a violation of the Rules and Regulations has occurred an electronic notification will be sent to both the Participant and Subscriber. The notice will specify the violation and indicate that the violation recipient may have up to two (2) days to correct the violation. Violations of WMLS rules that are time sensitive, including but not limited to listing entry and status updates may be issued immediate fines. Failure to correct a violation or repeated violations may result in one or more fines. When requested by a complainant, the WMLS will process a complaint without revealing the complainant’s identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the WMLS will appoint a representative to serve as the complainant.

The committee (WMLS BOD) shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

NOTE: The following holidays shall be excluded from any timeframe requirements as stated in these Rules and Regulations:

New Year's Day Observed  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day Observed  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

**Section 8.1 APPEALS OF COMPLIANCE:** If the alleged offense is a violation of the Rules and Regulations of the Service and does *not involve* a charge of alleged unethical conduct or request for arbitration, it may be administratively enforced. The Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws of the Williamsburg Area Association of REALTORS® within twenty (2) days following receipt of the directors decision.

After administrative review, and if a violation of the Rules and Regulations is fineable, an appeal to the WMLS Board of Directors (BOD) may be filed by completing Form 126 and submitting it to the WMLS no later than ten (10) business days from the date the fine was invoiced. A minimum ten (10) business day written notice of the scheduled hearing date shall be given to appellant upon receipt of Form 126. The WMLS Board of Directors shall give consideration to all written appeals having to do with a violation of the WMLS Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the WMLS Board of Directors.

**Section 8.2 COMPLAINTS OF UNETHICAL CONDUCT:** Alleged violations involving unethical conduct shall be referred to the professional standards committee of the Williamsburg Area Association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Williamsburg Area Association of REALTORS®. All other complaints shall be referred by the Board of Directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

**Section 8.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT:** Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the WMLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the WMLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this section of the WMLS rules.

Upon receiving a notice, the WMLS Board of Directors (BOD) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the BOD that the use is authorized. Any proof submitted will be considered by the BOD, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the BOD determines that the use of the content was unauthorized, the BOD may issue a sanction pursuant to Section 7 of the WMLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the WMLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the BOD's determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

**Section 8.4 WMLS RULES VIOLATIONS:** WMLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

### **CONFIDENTIALITY OF WMLS INFORMATION**

**Section 9 CONFIDENTIALITY OF WMLS INFORMATION:** Any information provided by the WMLS to the Participants shall be considered official information of the WMLS. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

**Section 9.1 WMLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** The information published and disseminated by the WMLS is communicated verbatim, without change by the WMLS, as filed with the WMLS by the Participant. The WMLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the WMLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

### **OWNERSHIP OF WMLS COMPILATIONS AND COPYRIGHTS**

**Section 10** By the act of submission of any property listing content to the WMLS, the Participant represents and warrants that the Participant is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the WMLS license to include the property listing content in any copyrighted WMLS compilation and in any statistical report on "Comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. Each participant who submits listing content to the WMLS agrees to defend and hold the WMLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

**Section 10.1** All rights, title, and interest in each copy of every WMLS Compilation created and copyrighted by the Association, and in the copyrights therein, shall at all times remain vested in the Association.

**Section 10.2** Each participant shall be entitled to lease from the Williamsburg Area Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The

participant shall pay for each such copy the rental fee set by the association. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

## **USE OF COPYRIGHTED WMLS COMPILATIONS**

**Section 11 DISTRIBUTION:** Participants shall, at all times, maintain control over and responsibility for each copy of any WMLS compilation leased to them by the association of Realtors®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licenses or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the WMLS.

Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

**Section 11.1 DISPLAY:** Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the WMLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said WMLS compilation.

**Section 11.2 REPRODUCTION:** Except as otherwise explicitly authorized by written agreement between Participant and the WMLS, Participants or their affiliated licensees shall not reproduce any WMLS compilation or any portion thereof except in the following limited circumstances or as otherwise expressly permitted by written License Agreement:

Participants or their affiliated licensees may reproduce from the WMLS compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the WMLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participants or their affiliated licensees, be interested. (It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the WMLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.)

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any WMLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

## **USE OF WMLS INFORMATION**

**Section 12 LIMITATIONS ON USE OF WMLS INFORMATION:** Use of information from the WMLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the Association or WMLS for public mass-media advertising by a WMLS Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or WMLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"Based on information from the Williamsburg Area Association of REALTORS® (alternatively, from the Williamsburg Multiple Listing Service) for the period (date) through (date)."

## **WMLS COMPUTER ACCESS**

**Section 13 PASSWORD CONFIDENTIALITY:** Access to the WMLS computer information is attained by completion of an authorized course of the proprietary software, use of an authorized User Log-In Name and confidential password. Authorized WMLS users shall not, under any circumstances, divulge their password to anyone. Unauthorized WMLS users (those who may or may not be members but who do not have access to the system for whatever reason) shall not, under any circumstances, use an authorized WMLS user's Log-in ID and password to access the system. For failure to comply with this rule the provisions of Sections 9 and Addendum B shall apply.

**Section 13.1 MEMBERSHIP EMAIL INFORMATION:** WMLS membership email information that is accessible through the WMLS System may only be shared for any unsolicited commercial email (sometimes considered "spam" by Authorized Users), provided the unsolicited commercial email allows the ability for users to "opt out".

The transmission of electronic messages using email addresses obtained through the WMLS system (roster) shall be strictly confined to information about real property listed in the WMLS and inquiries about real property needs.

## **INTERNET DATA EXCHANGE (IDX)**

**Section 14 - IDX – Defined:** IDX affords WMLS Participants the ability to authorize limited electronic display of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings.

**Section 14.1 - Authorization:** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS in writing that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

**Section 14.1a** – In order for a Participant to participate in IDX a Data License Agreement (DLA) **MUST** be fully executed by Technology Provider, Participant and Subscriber (if applicable) and delivered to the WMLS for review of compliance and implementation.

**Section 14.2** - IDX is available to all WMLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

**Section 14.2.1** – Participants must notify the WMLS of their intention to display IDX information and must give the WMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

**Section 14.2.2** - MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines.

**Section 14.2.3** – Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs, or other electronic forms of display or distribution).

**Section 14.2.4** - Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g. condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g. exclusive right to sell or exclusive agency). Selection of listings displayed on any IDX site must be independently made by each Participant.

**Section 14.2.5** – IDX Participants and affiliated licensees must refresh all downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

**Section 14.2.6** – Except as provided in the IDX policy and these rules, an IDX site or a Participant, affiliated licensee, or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the WMLS database available to any person or entity.

**Section 14.2.7** – Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For the purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and WMLS rules.

**Section 14.2.8** - Any IDX display controlled by a Participant or Licensed User that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued



for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 16.2.9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

**Section 14.2.9** - Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 14.2.10** - A WMLS participant (or where permitted locally, a WMLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the WMLS participant (or WMLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

**Section 14.2.11** – Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

**Section 14.2.12** – All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

**Section 14.3** – Listings displayed pursuant to IDX shall contain only those fields of data designated by the WMLS. Display of all other fields (as determined by the WMLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. showing instructions and property security information) may not be displayed.

**Section 14.3.1** – The following fields of information may NOT be displayed on IDX sites:

Showing instructions	
Property security information	Type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.)
Lockbox description	Owner Name and Phone Number(s)
Agent Only Comments	Assessed value
Deposit information	Variable commission
Roll-back taxes	Tenant Name and Phone Number(s)
Days on market	Expiration date
List date	

**Section 14.3.2** - Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to his/her Participant's consent and control and the requirements of state law and/or regulation

**Section 14.3.3** - All listings displayed from the IDX database shall contain a notice that WMLS is the source of the information.

**Section 14.3.4** - Participants and their affiliated licensees shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the WMLS. The WMLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the WMLS from liability. Displays of minimal information (e.g., “thumbnails”, test messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

(Examples of accuracy disclaimers are as follows: *“The property data as provided by [insert Company name] is believed to be correct, however, interested parties are advised to confirm the information prior to making a purchase decision.”* OR *“[insert Company name] has attempted to offer accurate data, but interested parties are advised to confirm all property information.”* OR *“All information is deemed reliable but not guaranteed. The listings on this site are displayed courtesy of the IDX program of WMLS and may not be the listings of the site owner.”*)

**Section 14.3.5 - Logos:** The approved WMLS IDX logo must appear on any search results identifying another IDX Participant’s listing(s) immediately adjacent to the property information. In addition, an explanation that those properties marked with the logo is provided courtesy of the WMLS must appear on the first page where any IDX listing data is displayed. Following are the requirements for Full size and/or Brief/Thumbnail size MLS IDX logos:

**Section 14.3.6 – Displays:** Following are definitions for Detailed and Brief/Thumbnail displays of another IDX Participant’s listing(s):

Detailed displays shall contain the name of the IDX listing office and immediately adjacent to the property information, the approved WMLS IDX logo. All listings displayed pursuant to IDX (including but not limited to “Virtual Tours”) shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Detailed displays shall **NOT** contain any branding or contact information of the IDX Participant owning the website within the detailed text and/or photograph of another IDX Participant’s listing data.

Brief/Thumbnail displays may only contain text data regarding the IDX property, a photograph or rendering of the IDX property, the WMLS IDX Logo immediately adjacent to the property information and “buttons” providing links to additional information.

**Section 14.3.7** - Listings obtained through IDX feeds from the WMLS where the Participant holds participatory rights must be displayed separately from the listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

**Section 14.3.8-** Display of expired and withdrawn listings is prohibited.

**Section 14.3.9** - The MLS Copyright notice shall be displayed immediately following any IDX property information. The MLS Copyright notice must appear *exactly* as in *either* one of the following options:

Option A: *“Copyright [insert current year date] WMLS. All rights reserved.”*

*Option B: “© [insert current year date] WMLS. All rights reserved.”* Note: Only the copyright symbol may be used. All other derivatives are prohibited. If the copyright symbol cannot be displayed Option A must be used.

Section 14.4 - Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

**Section 14.5** - Participants must maintain an audit trail of consumer activity on their website and make that information available to the WMLS if the WMLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of WMLS rules related to use by consumers.

**Section 14.6** – An IDX Participant displaying the IDX database, or any portion thereof, shall make reasonable efforts to avoid piracy of the data by third parties and display of that data on any other Website. Reasonable efforts shall include but are not limited to:

- 1) Monitoring the Website for signs that the third party is moving data is recommended and
- 2) It is recommended that a notice be posted prominently indicating that any use of search facilities of data on the site, other than by a consumer seeking to purchase real estate, is prohibited and
- 3) Reporting to the WMLS any suspicious piracy, including evidence thereof, for investigation and action by the WMLS.

**Section 14.7** – Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

**Section 14.8** – Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

**Section 14.9** – Violations of IDX rules and regulations are subject to a fine up to \$1,000. After a violation is identified, the WMLS also has the authority to disconnect the IDX feed to the Participant, and any non-principals or sales licensees affiliated with the IDX Participant, until such time as the Participant comes into compliance.

## **SECTION 15 - VIRTUAL OFFICE WEBSITES:**

**Section 15.1a** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

**Section 15.1b** - As used in Section 17 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all

VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

**Section 15.1c** - “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**Section 15.1d** - As used in Section 17 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 15.2a** - The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

**Section 15.2b** - Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

**Section 15.2c** - Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

**Section 15.3a** - Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

- (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
- (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
- (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

**Section 15.3b** The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

**Section 15.3c** If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the

MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

**Section 15.3d** - The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

**Section 15.3e** - The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

**Section 15.3f** - The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

**Section 15.4** - A Participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 15.5** - A Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping”, and other unauthorized use of MLS Listing Information. A Participant’s VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

**Section 15.6a** - A Participant’s VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller’s listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

**Section 15.6b** - A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

## Seller Opt-Out Form

1. Please check either Option a or Option b-

a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

\_\_\_\_\_  
Initials of Seller

**Section 15.6c** - The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

**Section 15.7a** - Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

**Section 15.7b** - Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 17.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

**Section 15.8** - A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 15.9** - A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 15.10** - Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 15.11** - A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 15.12** - A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.

**Section 15.13** - A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 15.14** - A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 15.15** – A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and withdrawn listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or comments intended for cooperating brokers only, such as those regarding showings or security of listed property

**Section 15.16** - A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 15.17** - A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 15.18** - A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, and the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 15.19** - A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

**Section 15.20** - A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 15.21** - A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 15.22** - A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 15.23** – Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS (see Form 114).

**Section 15.24** - Where a seller affirmatively directs their listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within 48 hours.

**Section 15.25**– Violations of VOW rules and regulations are subject up to a \$1,000 fine. After a violation is identified, the WMLS also has the authority to disconnect the VOW feed to the Participant, and any non-principals or sales licensees affiliated with the VOW Participant, until such time as the Participant comes into compliance.

## **CHANGES IN RULES AND REGULATIONS**

**Section 16 CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations as adopted by the WMLS Board of Directors (BOD) shall become effective and enforced 30 calendar days after approval by the BOD and will be noticed to all WMLS Users within calendar 15 days of approval, unless the effective date is otherwise noted by the BOD.



LICENSE AGREEMENT

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

\_\_\_\_\_  
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 Participant/Authorized User may do with the Data and contains limitations on warranties and remedies.

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

2. Participant/Authorized User may:

A. View the Data and allow Prospects to view the Data, provided that Participant/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, B, and C above.

3. Participant/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 Participant/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 Participant/Authorized User's membership in WMLS or if Participant/Authorized User fails to comply with any of its terms or conditions. Participant/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 Participant/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 Participant/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 PARTICIPANT/AUTHORIZED USER. WMLS WILL NOT HAVE ANY LIABILITY TO PARTICIPANT/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 PARTICIPANT/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.**

**LICENSE AGREEMENT**

**(Data feed to Affiliated VOW Partner)**

This License Agreement (the Agreement) is made and entered into by and between , the Williamsburg Multiple Listing Service, Inc. (WMLS) and the real estate firm whose name and contact information appear on the Signature Page of this Agreement designated “Participant Information and Signature” (Participant), the Agent or Broker whose name and contact information appear on the Signature Page of this Agreement designated “Authorized User Information and Signature”, and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated “Affiliated VOW Partner Information and Signature” (AVP).

**RECITALS**

Participant wishes to obtain and WMLS wishes to provide WMLS Listing Information, as defined in Section 1 of this Agreement, for use on Authorized User’s Virtual Office Website (Authorized User’s VOW). Authorized User wishes to engage AVP to operate Authorized User’s VOW on behalf of Authorized User and subject to Participant’s supervision, accountability, and compliance with the WMLS’s Rules, as defined in Section 1 of this Agreement.

AVP wishes to and has or will enter into an agreement with Authorized User to operate Authorized User’s VOW, and seeks to obtain access to the WMLS Listing Information for such purpose.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, WMLS, Participant, and AVP agree as follows.

**DEFINITIONS**

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.
  - a. Affiliated VOW Partner (AVP) means an entity or person designated by a Participant or an Authorized User to operate a VOW on behalf of the Participant or Authorized User, subject to the Participant’s or Authorized User’s supervision, accountability, and compliance with the WMLS’s VOW Policy and Rules. For purposes of this Agreement, the AVP is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated “Affiliated VOW Partner Information and Signature.”
  - b. Authorized User (AU) means a sales licensee or licensed broker affiliated with and under the supervision of a Participant and authorized by the Participant to access WMLS listing information in compliance with the WMLS Bylaws and Rules & Regulations.
  - c. WMLS Listing Information means active listing information provided by Participants to the WMLS and aggregated and distributed by the WMLS to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet. “WMLS Listing Information” shall include information relating to properties that have sold only in those jurisdictions in which the actual sales prices of completed transactions are accessible from public records.
  - d. WMLS Server means the computer server or servers, including both hardware and software, maintained by WMLS which contains the MLS Listing Information and provides or provide the means for Vendor to access the WMLS Listing Information.
  - e. Participant means any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Williamsburg Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, the Participant is the

real estate firm or individual whose name and contact information appear on the Signature Page of this Agreement in the section designated "Participant Information and Signature."

- f. Rules refers to the WMLS rules and regulations, as amended from time to time; the VOW Policy; the VOW Rules; any applicable access standards and technology standards; and any operating policies relating to the WMLS Listing Information.
- g. Virtual Office Website (VOW) refers to an AU's Internet website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the AU has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search WMLS Listing Information, subject to the AU's oversight, supervision, and accountability.

## **LICENSE**

- 2. License Grant. Subject to the terms and conditions of this Agreement, WMLS hereby grants to AVP a License to receive from WMLS an electronic data feed of the WMLS Listing Information for use solely and exclusively in connection with the display of WMLS Listing Information on AU's VOW.
- 3. Limitations on License. Except as expressly set forth in this Agreement AVP shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the WMLS Listing Information, or otherwise create any derivative works of the WMLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the WMLS Listing Information, including to any computer or other electronic device, except AU's VOW as permitted under this Agreement, or (c) sell, grant access to, or sublicense the WMLS Listing Information, or any portion of the WMLS Listing Information, to any third party. AVP agrees to take all reasonable steps necessary to protect the WMLS Listing Information from unauthorized access, distribution, copying or use.
- 4. License Fees and Payment; Participant as Guarantor of Payment by AVP; Expenses. In consideration for the License granted under this Agreement, AVP agrees to pay to WMLS the license fee and other fees described on the attached Schedule A to this Agreement (the Fees). The Fees shall be payable as provided on Schedule A. If AVP fails to make any payment when due, Participant agrees to pay and shall be held liable for any such amounts. Participant agrees to pay all costs of collection of all unpaid amounts owing to WMLS under this Agreement, including reasonable attorneys' fees and costs. AVP shall be responsible for its own expenses and costs under this Agreement, and WMLS shall have no obligation to reimburse AVP for any expenses or costs incurred by AVP in the exercise of AVP's rights or the performance of AVP's duties under this Agreement.
- 5. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE WMLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, WMLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **COMPLIANCE**

- 6. Rules. AU, Participant and AVP hereby acknowledge that WMLS has provided each with a copy of the WMLS's Rules and agree to be bound by and comply with the Rules.
  - a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.
  - b. WMLS may modify the Rules at any time, in its sole discretion. WMLS agrees to deliver to AU, Participant and AVP any modification of the Rules, and AU, Participant and AVP shall comply with such modification not later than five (5) business days after receipt.

7. Means of Accessing the MLS Listing Information. Access by AVP to the WMLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by WMLS. WMLS may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of accessing the WMLS Listing Information.
8. Authorization to Access the MLS Listing Information. AVP hereby acknowledges and agrees that (i) AVP has no independent participation rights in the WMLS by virtue of this license; (ii) AVP shall not use WMLS Listing Information except in connection with operation of Participant's/ AU's VOW pursuant to this Agreement; and (iii) access by AVP to WMLS Listing Information is derivative of the rights of Participant.
9. MLS Access to the VOW. Participant/AU shall at all times make Participant's/AU's VOW readily accessible to WMLS and to all WMLS Participants for purposes of verifying compliance with the Rules. Participant's VOW is accessible to MLS at the following URL (include any necessary third-level domain names):
10. Changes to WMLS's Server. WMLS shall not be obligated to make any changes to WMLS's Server, including any software running on WMLS's Server, the configuration, applicable protocols, or any other aspect of WMLS's Server for any reason. AU, Participant and AVP acknowledge that the WMLS Server, together with access to the WMLS Listing Information, may from time-to-time be unavailable to AVP, whether because of technical failures or interruptions, intentional downtime for service or changes to the WMLS Server, or otherwise. AU, Participant and AVP agree that any modification of the WMLS Server, any interruption or unavailability of access to the WMLS Server, or access to or use of the WMLS Listing Information shall not constitute a default under this Agreement. WMLS shall have no liability of any nature to AU, Participant or AVP for, and AU, Participant and AVP waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

#### **OWNERSHIP**

11. Ownership of Intellectual Property. AVP acknowledges and agrees that the WMLS Listing Information is proprietary, original works of authorship of WMLS, may consist of information for which WMLS has sufficient rights to grant this license, and is protected under United States copyright law. AVP further acknowledges and agrees that all right, title, and interest in and to the WMLS Listing Information and any modifications, enhancements, or derivative works of the WMLS Listing Information, are and shall remain with WMLS. This Agreement does not convey or grant to AVP an interest in or to the WMLS Listing Information, but only a limited right to access and display the WMLS Listing Information, revocable in accordance with the terms of this Agreement. AVP agrees that it will not challenge or take any action inconsistent with WMLS's ownership of or rights to the WMLS Listing Information as described herein.
12. Trademark License. WMLS grants to AVP a limited, non-exclusive, revocable license to use WMLS's trademark(s) identified in Exhibit B for the sole purpose of identifying WMLS as the source of the WMLS Listing Information ("WMLS Trademark"). AVP agrees that it shall not use the WMLS Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of WMLS, or represent or suggest any affiliation between WMLS and AVP. AVP agrees that it will not file any applications or assert any rights to the WMLS Trademark in the United States, or any other country or territory. WMLS may subsequently grant similar rights to AVP to use other trademarks of WMLS, and AVP's use thereof shall be subject to the provision of this paragraph as if they had been included in Exhibit B.
13. Proprietary and Other Notices. AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the WMLS Listing Information. AVP agrees to provide notice to any person with access to the display of the WMLS Listing Information that the source of the WMLS Listing Information is WMLS.

## TERM AND TERMINATION

14. The term of this Agreement shall commence on the "Effective Date" set forth on the "WMLS Information and Signature Page." WMLS may, by delivery of written notice to AU, Participant and AVP, terminate this Agreement effective immediately upon the occurrence of any of the following events:
  - a. AVP giving WMLS and Participant written notice of the termination;
  - b. AU, Participant giving notice to WMLS that it no longer intends to display the WMLS Listing Information on the VOW;
  - c. AVP being no longer designated to provide VOW services to AU, Participant;
  - d. Participant ceasing to remain a Participant in the MLS;
  - e. AVP accessing or downloading data in a manner not authorized for AU and Participants that hinders the ability of AU's and Participants to download data;
  - f. AU, Participant or AVP violating a VOW Policy or VOW Rule; or
  - g. AU, Participant or AVP failing to make required payments to the WMLS.
15. WMLS acknowledges and agrees that it may not suspend or terminate AVP's access to data for reasons other than those that would allow MLS to suspend or terminate Participant's access to data, or without giving the AVP and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.
16. No Fees, portion of the Fees, or other fees payable by AVP under this Agreement will be refunded to AVP upon termination of this Agreement for any reason.

## WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

17. Mutual Representations and Warranties. Each party represents and warrants to the others as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which such party is bound; and (c) AVP is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement. AVP further represents and warrants to WMLS that the grant of the License to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful.
18. Indemnification. AU, Participant and AVP indemnify and hold harmless WMLS, its officers, directors, employees, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any breach by AU, Participant or AVP of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the WMLS Listing Information. WMLS shall have the right to control its own defense and engage legal counsel acceptable to WMLS.
19. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, WMLS'S ENTIRE AND CUMULATIVE LIABILITY TO AU, PARTICIPANT OR AVP, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE WMLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO WMLS UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **REMEDIES**

20. WMLS, AU, Participant, and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to WMLS. In such event, WMLS shall have the right to immediately terminate AVP's access to the WMLS Information and to obtain an injunction, specific performance, or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that this shall in no way limit any other remedies which WMLS may have including, without limitation, the right to seek monetary damages.
21. Costs of Litigation. If any action is brought by any party to this Agreement against another party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, costs, and expenses of litigation.

## **GENERAL PROVISIONS**

22. Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of VIRGINIA. AU, Participant and AVP hereby submit and consent to, and waive any defense to the jurisdiction of courts located in this James City County, State of VIRGINIA, as to all matters relating to or arising from this Agreement.
23. Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.
24. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between WMLS and AVP.
25. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
26. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.
27. No Assignment. Neither AU, Participant nor AVP may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of WMLS.
28. Survival. The obligations of AU, Participant and AVP set forth in Sections 5, 7, 10, 13, 14, 20, and 21 under this Agreement shall survive the termination of this Agreement.
29. Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by AU, Participant, AVP, and WMLS.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

**Effective Date:**

**WMLS Information and Signature**

Signature

Name, Title

Company Name

Street Address

City, State, Zip

Email Address

Phone Number

Facsimile Number

**Participant Information and Signature**

Signature

Name, Title

Company Name

Street Address

Code City, State, Zip Code

Email Address

Phone Number

Facsimile Number

**Affiliated VOW Partner  
Information and Signature**

Signature

Name, Title

Company Name

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number

**Authorized User Information and Signature**

Signature

Name, Title

Company Name

Street Address

City, State, Zip Code

Email Address

Phone Number

Facsimile Number



## **SCHEDULE A**

### **Fees and Payment terms:**

**One-time Technology Provider Fee: As determined annually by the WMLS Board of Directors.**

**Activation Fee per URL: As determined annually by the WMLS Board of Directors.**

**Annual Fee per URL: As determined annually by the WMLS Board of Directors.**

**Pro-rated semi-annually.**

**Due upon receipt.**

**SCHEDULE B**

**Trademarks Licensed to AVP:**

**None**

**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:** SentriKey hereby provides to the WMLS, and SENTRIKEY USER hereby receives from the WMLS, access to the SentriKey Lockbox Service, via a mobile application (SentriSmart), 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).

**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:**

- 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 adjusted 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 SentriSmart application to prevent its use by unauthorized persons. Consequently SENTRIKEY USER agrees to the following: The SENTRIKEY USER

- a. shall not loan the SentriSmart application to any person for any purpose whatsoever nor shall permit the SentriSmart application to be used for any purpose by any other person
- b. understands that downloads of the SentriSmart 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.

**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.  
SENTRILOCK SYSTEM AUTHORIZED REPRESENTATIVE FORM**

This is to notify the Williamsburg Multiple Listing Service, Inc. (WMLS) that the following representative has my permission to purchase and/or exchange Lockboxes on my behalf:

\_\_\_\_\_  
Authorized Individual's Name (please print)

\_\_\_\_\_  
Lockbox Holder's Name (please print)

\_\_\_\_\_  
Lockbox Holder's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\*\*\*\*\*  
**OFFICE USE ONLY**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date SentiLock System Updated

\_\_\_\_\_  
Signature



**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.**

**LOCKBOX AUTHORIZATION ADDENDUM**

The undersigned (SELLER) having entered into a listing agreement with \_\_\_\_\_ (BROKER), dated \_\_\_\_\_, pertaining to the sale of \_\_\_\_\_, (PREMISES), hereby authorizes BROKER to use the WMLS Lockbox System.

SELLER acknowledges that:

1. A Lockbox is designed as a repository of a key to the above Premises, permitting access to the interior of the Premises by Participants of the Williamsburg Multiple Listing Service (WMLS) and authorized licensees.
2. BROKER advises and requests that SELLER safeguard or removes valuables now located within said Premises.
3. It is not a requirement of the WMLS or BROKER that a SELLER allow use of a Lockbox.
4. Where a tenant/lessee occupies the property, the tenant's/lessee's consent is required.

SELLER further acknowledges that neither the listing BROKER, any subagent of the listing BROKER, nor any other cooperating BROKER, the Williamsburg Area Association of REALTORS® nor the WMLS is an insurer against the loss of SELLER'S personal property; SELLER is advised to verify the existence of or obtain personal property insurance through SELLER'S insurance agent.

Receipt of a copy is hereby acknowledged:

SELLER: \_\_\_\_\_  
(Signature) (Printed Name) (Date)

SELLER: \_\_\_\_\_  
(Signature) (Printed Name) (Date)

BROKER/AGENT: \_\_\_\_\_  
(Signature) (Printed Name) (Date)

TENANT: The tenant and BROKER have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Premises. The undersigned approves the above provisions and authorizes placement of a Lockbox on the Premises.

Receipt of a copy is hereby acknowledged.

TENANT: \_\_\_\_\_  
(Signature) (Printed Name) (Date)



WMLS PRE-MARKETING ADDENDUM TO EXCLUSIVE AUTHORIZATION TO SELL OR STANDARD LISTING AGREEMENT

(Use this Addendum only for property entered as "coming soon" in WMLS)

THIS PRE-MARKETING ADDENDUM is made on \_\_\_\_\_, 20\_\_ to the Residential Listing Agreement dated \_\_\_\_\_, 20\_\_ (the "Listing Agreement" Commencement Date, date the "Listing Period" begins, or the ratified date whichever is later)), by and between \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Broker") for the exclusive right to sell certain real property known as \_\_\_\_\_, Virginia (the "Property") and shall be attached to and made a part of the Listing Agreement.

1. PRE-MARKETING LIMITATION: Owner directs that Broker enter the Property listing in the Williamsburg Multiple Listing Service ("WMLS") under "coming soon" status and directs that their Property not be available for showings or for reviewing any and all offers to purchase by anyone during a pre-marketing period described below. Owner understands that during the pre-marketing period, the Property listing information will be made available to other WMLS participants and their clients and may be marketed as "Coming Soon".

2. CLEAR COOPERATION: Within one (1) business day of a property being marketed to the public, the listing Broker must submit the listing to the WMLS for cooperation with other WMLS participants as either "Active or "Coming Soon".

3. PRE-MARKETING INSTRUCTIONS:

A. Owner and Broker agree that the Listing Agreement is hereby modified as follows: Owner hereby directs Broker to pre-market the Property in WMLS as "coming soon" status beginning on \_\_\_\_\_ and change to "active" status on \_\_\_\_\_, 20\_\_ (maximum of 21 days from the "commencement date", date the "Listing Period" begins, or the ratified date, whichever is later).

B. Owner [select one]:  authorizes OR  does not authorize Broker to install a "For Sale" sign with "Coming Soon" rider on the Property while the Property is listed in the "coming soon" status.

4. SHOWINGS/OFFERS: While the property is entered in the WMLS under the "Coming Soon status, Broker is prohibited from showing the Property to prospective buyers and/or their agent. In addition, upon being informed by the Broker that an offer or offers have been received, the Owner is prohibited from reviewing any and all offers to purchase while the Property is listed in WMLS under the "coming soon" status. If Owner desires to have the Property shown to prospective buyers and/or their agents, or wishes to review offers that have been received, Owner understands that the Property status must be changed to "active" in WMLS. Once changed to "Active" status, the Property status cannot be changed back to "Coming Soon" status.

5. COMPENSATION: Owner acknowledges that an offer of compensation to cooperating buyer agents is required for the listing of the Property in WMLS, including in the "Coming Soon" status.

Witness the following duly authorized signatures:

Owner \_\_\_\_\_ Date \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_

Broker: \_\_\_\_\_ Signature of Broker or authorized agent \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_





**REQUEST FOR CONTINUED "ACTIVE" STATUS AFTER RATIFICATION OF CONTRACT**

My property is located at \_\_\_\_\_  
(Address)

and currently listed with \_\_\_\_\_  
(Name of Firm)

After accepting a contract to purchase, I wish to keep my property listed as ACTIVE in the Williamsburg Multiple Listing Service (WMLS) in order to continue to show the property.

I agree to the following conditions:

- a. My property will be equally available to all WMLS Participants and authorized users for showings.
- b. My agent will be required to disclose in the WMLS that my property is subject to a ratified contract with the contingencies marked below AND add the following statement to both the "Agent Only Comments" and "Public Remarks" sections of my active listing:

"Subject to a ratified contract with contingencies. Owner wishes to continue to show the property and may consider backup/other offers.":

- Home/Other Inspection(s)       POA/Condo       Third Party Approval
- First Right of Refusal/Kick Out Clause (Other than Home Sale)       Other

- c. My agent will be required to disclose in the WMLS that my property is subject to a ratified contract with the contingency marked below, add the following statement to the "Agent Only Comments" section of my active listing AND indicate in "Agent Only Comments" the kick-out time period:

"Subject to a ratified contract with a Home Sale contingency with a kick-out clause. Owner wishes to continue to show the property and may consider backup/other offers."

- Home Sale with Kick Out Clause

- d. Per the WMLS Rules and Regulations Section 2.8: The listing broker shall report to the WMLS computer system within three (3) business days that a contingency on file with the WMLS has been fulfilled, renewed, or cancelled.
- e. Upon request from other WMLS Participants and authorized users, my agent will be required to disclose any unsatisfied contingencies. When all contingencies have been satisfied/removed, I understand that my property must be marked as PENDING within three (3) business days in the Williamsburg MLS.

Signatures/Acceptance:

\_\_\_\_\_  
Owner 1

\_\_\_\_\_  
Owner2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker/Agent

\_\_\_\_\_  
Date





**GENERAL DISCLOSURES INFORMATION**

IN ADDITION TO THE DISCLOSURES CONTAINED IN THE CONTRACT OF PURCHASE, THE FOLLOWING INFORMATION IS MADE AVAILABLE TO PURCHASERS AND SELLERS. ANY OF THE FOLLOWING DISCLOSURES MAY HAVE AN EFFECT UPON THE PURCHASER'S USE AND/OR ENJOYMENT OF A PROPERTY.

**A. LIMITATION OF EXPERTISE:** Purchaser and Seller acknowledge that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector, or other professional service provider. Purchaser and Seller are advised to seek professional advice for any of the aforementioned professional services. Broker is not responsible for, and shall be held harmless from, investigating matters outside the scope of its license.

**B. MOISTURE DAMAGE:** Inspections for termite damage as required by the Virginia REALTORS® Residential Contract of Purchase should include inspection for the presence of moisture, or any damage as a result thereof, to floor joists, foundation sills and sub flooring of the crawlspace or basement areas in the main dwelling at the time of inspections.

**C. ZONING/LAND USE:** Purchaser is hereby advised that any property may be subject to zoning or other land use considerations including but not limited to: aircraft noise/accident areas, landfills, special assessments, scenic buffers, historic preservation zones, "common areas"/"open spaces", reservoir and other "overlay districts", commercial-zoning districts, proximity to interstate highways and special taxing districts. Also, certain properties may be subject to a special transportation tax, such as the Alternate Rt. 5 Transportation District, which requires an additional tax for the construction of roadways. This also applies to certain historical corridors/historical overlay districts. It is recommended that the Purchaser investigate these matters with local authorities to determine if the property is affected by any of these considerations.

In addition to the considerations above, it is the Purchaser's sole responsibility to investigate with the appropriate authorities the possibility of making changes/additions to the property with regard to conforming to zoning regulations and/or neighborhood covenants and restrictions.

**D. SCHOOL DISTRICTS:** Purchaser is advised to check directly with school administration to confirm school districts and school assignments.

**E. NOISE:** Noise from whatever source (aircraft, traffic, commercial facilities, etc.) may affect the livability and/or enjoyment of a Property. It is recommended that the Purchaser determine if noise impacts the use of the property.

**F. FINANCING AND INSURANCE:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the option to select the mortgage lender of their choice, unless otherwise specified in the purchase agreement. Lender will require buyer to buy a hazard insurance policy from the insurance company of the buyer's choice, subject to lender's approval prior to settlement. A buyer is advised to investigate the availability and price of hazard insurance prior to, or as part of, Buyer's considerations in making an offer to purchase property.

**G. FLOOD HAZARD AREAS & FLOOD INSURANCE:** Individuals and business owners can protect themselves from flood losses by purchasing floor insurance from most insurance companies, the premiums of which are regulated through FEMA's National Flood Insurance Program (NFIP). The owner(s) makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) review of any map depicting special flood hazard areas, and (iii) whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. Typical homeowner's insurance policies do not contain flood hazard coverage. To assess whether or not a property is located in a Special

Flood Hazard Area (SFHA), the mortgage lender will order a flood certification letter. If a property is within a SFHA, an Elevation Certificate will be required as part of the survey. If a property is found to be within the boundaries of elevation zones A or V, mandatory flood insurance purchase requirements apply. Although flood insurance is not required by FEMA for properties just outside zones A or V, flood insurance may be required by some lenders or a purchase may elect to purchase it on their own. For some buyers the additional cost of the Elevation Certificate and monthly flood insurance premium could affect the buyer's qualification. Buyer should consider contacting the local city planning department or FEMA at 1-800-480-2520 or visit FEMA's website [www.FEMA.gov](http://www.FEMA.gov) for a determination.

**H. HOME WARRANTY INSURANCE:** There are several home buyer warranty programs available at a variety of prices, levels of coverage and deductible amounts. These warranties may be purchased upon settlement, by either seller or buyer, and generally provide coverage of such items as appliances, heating, cooling, plumbing and electrical systems. Broker or agent may earn a fee for origination of such warranty plans, based upon plan selected.

**I. LENDER'S / OWNERS TITLE INSURANCE:** Title insurance offers protection from loss in the event that property has an undiscovered or overlooked title defect. Buyer will be required to purchase a lender's title insurance policy which does not provide any direct protection to Buyer if Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. To be fully protected against the possibility of property or financial loss, Purchaser should consider obtaining Owner's Title Insurance, which is available through attorneys and settlement agents. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its cover and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates.

**J. SMOKE DETECTION:** Purchaser should investigate that smoke detection and carbon monoxide detection, if available, is operable.

**K. HOME WARRANTY PROGRAMS:** Home Warranty Programs provide limited protection to the Purchaser in the event that there is a problem with a covered appliance or system during the coverage period. Either the Seller or the Purchaser can purchase most programs. The Broker may be compensated for administrative services provided.

**L. ASSISTANCE WITH MORTGAGE OR INSURANCE PROCUREMENT:** The Purchaser has the right to choose the mortgage lender and insurance broker. The real estate licensee working with Purchaser may assist by providing names of lenders and insurance companies for the Purchaser's consideration. Using real estate licensee's recommended providers may not guarantee the lowest rates or best terms, and it may be in Purchaser's interest to compare the rates of more than one provider.

**M. PLATS/SURVEYS:** Purchaser is aware that lot size and actual boundaries represented in the multiple listing and/or advertisements are approximate. A lender or title insurance company may require a land survey if the Purchaser is financing the purchase of property. Whether or not financing is involved, it is recommended that Purchaser obtain a land survey, which reports the boundaries of the property, the setback requirements, and any encroachments, deficiencies in land, and easements that are apparent on the ground. Land surveys are available from licensed surveyors and are usually arranged for by Purchaser's attorney or settlement agent.

**N. ENVIRONMENTAL:** The use and developmental opportunities may be limited and health risks may be associated with certain properties if those properties in their past or present condition, are or were covered by the Chesapeake Bay Preservation Act, The Clean Water Act, the Comprehensive Environmental response, Compensation and Liability Act, or any other federal state or local law, regulation or ordinance concerning health, safety or the environment, including but not limited to those laws, regulations and ordinances concerned with (1) radon gas; (2) asbestos; (3) underground storage tanks; (4) above ground storage tanks; (5) urea formaldehyde; (6) lead-based paint; (7) electromagnetic fields; and (8) landfills/dump sites. Information is available at the department of Environmental Quality Control at [www.deq.virginia.gov](http://www.deq.virginia.gov)

**O. INDOOR MOLD:** United States Environmental Protection Agency advised that certain types of indoor mold may have the potential to cause adverse health effects or symptoms. While there are no current federal or state laws or regulations establishing residential standards for molds or requiring that inspections for mold be conducted, a buyer may want to take steps to evaluate the presence of mold in a resident dwelling prior to purchase. **Mold inspections typically are separate from Wood Destroying Insect Infestation inspections.**

**P. WOOD PRESERVATIVES:** The United States Environmental Protection Agency advises that certain wood preservatives used on decks and/or other exterior wood structures may have the potential to cause adverse health effects





**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.**  
 ADDENDUM TO NON-VR LISTING AGREEMENT/EXCLUSIVE  
 AUTHORIZATION TO SELL AGREEMENT (VR FORM 400)

This is an addendum to a listing agreement which is not a Virginia REALTOR® Exclusive Authorization to Sell dated: \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (Sellers) and \_\_\_\_\_ (Listing Firm) for the sale of property located at \_\_\_\_\_ (Address).

Sellers acknowledge(s) the Listing Firm's obligation and/or ability to submit this listing into the Williamsburg Multiple Listing Service (WMLS) and to ensure that all listing data is accurate and up-to-date. This Listing Agreement Addendum modifies an already existing market or listing agreement and therefore shall be attached to and made a part of said agreement.

**A. Listing Data Authorization**

All parties (seller(s), listing agent and listing firm) warrant that they are the sole owners of and hereby transfer to the Williamsburg Multiple Listing Service, Inc. (WMLS) rights of ownership and copyright to all data including any images, photographs, templates, animations, video, and audio pertaining to the Property named above. Seller(s) authorize the Listing Firm to submit data concerning the Property to the WMLS and understands that the WMLS may use the data for any lawful purpose as deemed necessary by the WMLS. All parties also authorize and agree to make available to all WMLS Participants and Subscribers all data regarding the Property, including offers of cooperation and compensation to the Selling Firm.

**B. Advertising**

- All parties understand that the listing data may get disseminated to third party websites through means other than the MLS.
- Owner acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside the WMLS and Broker's control.
- The Listing Firm is authorized to make access available to cooperating brokers and their clients and customers.
- Seller(s) authorize the dissemination of Property/sales information to WMLS Participants, including electronic format, magazines and other media.

**C. Lockbox Authorization**

Seller(s) hereby  DOES or  DOES NOT authorize the Listing Firm to place a WMLS lockbox on the property. **NOTE:** Seller(s) understand that, per WMLS Rules and Regulations, that if the Property is located in either James City County, City of Williamsburg, York County or New Kent County and ANY lockbox has been authorized, then a WMLS lockbox must also be authorized.

**D. Listing Dates for WMLS**

Seller(s) authorize the Property to be listed in the WMLS commencing on \_\_\_\_\_ and expiring at midnight on \_\_\_\_\_.

**E. No Seller(s) determination of WMLS Rules**

Seller(s) understand that WMLS Listing Firms must abide by all local, state, federal and rules and regulations in connection with the listing and sale of the Property, including, but not limited to, the U.S. Fair Housing Act and the Rules & Regulations of the Williamsburg Multiple Listing Service.

\_\_\_\_\_  
 (LISTING FIRM)

\_\_\_\_\_  
 (SELLER) DATE

\_\_\_\_\_  
 (LISTING AGENT)

\_\_\_\_\_  
 (SELLER) DATE



## ADDENDUM A

### APPLICATION FOR WAIVER OF WMLS SUBSCRIPTION FEES

**The WMLS Participant (Managing Broker) is required to submit either a Form 101 (Licensed User Registration Form) OR an Application for Waiver of WMLS Subscription Fees (Addendum A) for all licensees within 10 business days of their license being issued to their firm/branch.**

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.

**NOTE: WMLS Participant (Managing Broker) must verify waiver Applicant(s) subscription to a different MLS by submitting a letter of good standing for each Applicant to the WMLS.**

1. Waiver Applicant(s) already subscribes to a different MLS or CIE (Commercial Information Exchange) where their principal broker is an MLS Participant
2. Waiver Applicant(s) does not, and will not, use the WMLS services and content, including, but not limited to:
  - a. Accessing current listing data, comp and statistical information/reports, and WMLS data feeds
  - b. Use of WMLS products and services available only to authorized WMLS Subscribers affiliated with the WMLS Participant (I.E: Name, Reference to, Contact info of WMLS non-subscribers in 'Agent Comments' or Public Remarks. References to 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

#### **WAIVER OF INDIVIDUALS AFFILIATED WITH WMLS PARTICIPANT**

The Participant hereby acknowledges the Waiver Applicant(s) on Page 2 have been informed that any change to their waiver eligibility as defined herein must be communicated immediately to the Participant. Waiver Applicant(s) further acknowledges that non-compliance with the terms of the Application Form and its notification provisions will result in the Participant incurring Subscriber Fee and a non-compliance fee. Participant certifies that the following Waiver Applicant(s) meet all the requirements for receiving an WMLS Subscription Fee waiver as described herein. NOTE: This form must be fully completed and signed by the WMLS Participant (Managing Broker) and Applicant(s). In addition, letters of good standing must be received for all waiver Applicants for waiver requests to be accepted and the WMLS will then respond to the Participant with "Approved" or "Denied" confirmation.

**CERTIFICATION BY WAIVER APPLICANT’S WMLS PARTICIPANT (MANAGING BROKER)**

I certify that the Waiver Applicant(s) named below is/are affiliated with me and meets the above requirements, and therefore is/are eligible for a waiver of WMLS Subscription Fee(s).

Further, I agree to notify the WMLS within three (3) business days if any waiver recipient becomes ineligible for a waiver. Simultaneously with such notice to the WMLS, I will either (i) return the agent’s license to DPOR, or (ii) require that the agent subscribe to the WMLS within three (3) business days of the notification. Such affirmative notice, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall not incur the penalties described below.

Penalties: I understand that any violation of the conditions herein will result in automatic revocation of the waiver from the individual recipient. I agree to pay WMLS Subscription Fees, retroactive to the beginning of the current billing cycle or the date of this Application Form (whichever is less), plus a \$500 non-compliance fee for each waiver recipient that has his or her waiver revoked, within three (3) business days after the waiver recipient becomes ineligible for this waiver. I acknowledge that non-payment of the amounts owed, and/or if a waiver or a WMLS Licensed Users Registration Form is not received by the date due, WMLS access for myself and all subscribers associated under my participation will be suspended until full compliance is met.

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

\_\_\_\_\_  
Signature of WMLS Participant (Managing Broker) Date

\_\_\_\_\_  
Printed Name of WMLS Participant (Managing Broker)

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

Printed Applicant Name	RE License #	Applicant Signature

(More Applicants may be submitted on a separate attachment)



**SentriKey Lockbox Service**

**Section 1. Purpose & Participation**

The SentriKey Lockbox Service is provided by the Williamsburg Multiple Listing Service, Inc. and SentriLock, LLC, an Ohio limited liability company. Every active Participant, Authorized Licensed User and/or Authorized Assistant of the WMLS shall be eligible to become a SentriKey user and have access to the SentriKey Lockbox Service via a mobile application, subject to the execution of a Service Agreement as provided by the WMLS.

**Section 2. General Usage**

- 2.1 Access to the SentriKey Lockbox Service is not a requirement of the WMLS. However, the issuance of SentriKey credentials acknowledges that the SentriKey user has read, understands and agrees, as a condition of the Service Agreement (FORM 118), to be bound by the WMLS Rules and Regulations governing the operation of the SentriKey Lockbox Service.
- 2.2 A SentriKey user is determined to be an active Participant, Authorized Licensed User and/or Assistant and an authorized user of the SentriKey Lockbox Service.
- 2.3 Lockboxes may not be placed on a property without written permission from the seller(s). This authority may be established in the listing contract or in a separate document created for that purpose (Example: "Lockbox Authorization" FORM 123). Individuals using the SentriKey Lockbox Service are not required to place a Lockbox on a listed property.
- 2.4 WMLS facilitated Lockboxes must be placed on those properties within the WMLS jurisdiction that have been listed by a WMLS Participant, as per the WMLS Rules and Regulations.
- 2.5 SentriKey users may not use the mobile application to enter a property without first gaining permission from the listing office, the listing agent or following instructions as noted through the WMLS database.
- 2.6 Before leaving a property the SentriKey user shall make sure that the premises are left secure and that the key(s) to the property is replaced in the Lockbox.
- 2.7 If a SentriKey user decides to no longer participate in the SentriKey Lockbox Service or no longer remains an active licensed sales associate or Assistant affiliated with a WMLS Participant, the SentriKey user is responsible for returning a completed "SentriLock Product Change Report" (FORM 121) within 5 business days, and fulfilling any other requirements as agreed upon in the Service Agreement. The SentriKey user is responsible for all equipment damages or replacements, if applicable.
- 2.8 A SentriKey user's personal identification number (PIN) shall not be disclosed by the SentriKey user to any third party.
- 2.9 Under no circumstances shall a lockbox shackle be cut without first contacting the WMLS for proper removal procedures. The Hardware Warranty for an item of Hardware (Lockboxes) shall be as defined in Section 3.6 (a) – (h) of the SentriLock System Agreement between the WMLS, Inc. and SentriLock, LLC.
- 2.10 If an owner of a Lockbox wishes to sell a purchased Lockbox(es) to a new owner, the owner shall verify with the WMLS that the proposed new owner is eligible to have said Lockbox(es). A "SentriLock Product Change Report" (FORM 121) shall be completed by the current Lockbox(es) owner and provided to the WMLS administrative office within 5 business days.

- 2.11 All WMLS Lockbox Owners must be a SentiKey user in order to manage and maintain Lockboxes in their ownership.

### **Section 3. Compliance With Rules**

The following actions will be taken for non-compliance with the Rules & Regulations of the SentiKey Lockbox Service:

- 3.1 If a Lockbox is found on a property where the listing agent is not an authorized user of the SentiKey Lockbox Service, Lockbox Owner shall be fined \$50 for the first offense and \$100 for each offense thereafter.
- 3.2 If a SentiKey user enters any property without permission from the listing office, listing agent, or as per instructions defined in the WMLS database, the SentiKey user shall be fined \$50 for the first offense. For a second offense there shall be a \$100 fine and suspension of services for twenty (20) days. A SentiKey user's status will be re-evaluated by the WMLS Board of Directors for a third violation.
- 3.3 If a SentiKey user loans, assigns or transfers SentiKey access to anyone, said SentiKey user shall be fined up to \$1,000 and receive a 10 day suspension of SentiKey privileges for the first offense; fined up to \$2,500 and receive a 30 day suspension of SentiKey privileges for a second offense. A SentiKey user's status will be re-evaluated by the WMLS Board of Directors for a third offense. Said SentiKey user shall be held liable for any expense incurred by the WMLS to re-establish the security of the SentiKey Lockbox Service.
- 3.4 If an electronic Lockbox is lost or stolen, it shall be immediately reported to the WMLS in writing. The SentiKey user shall pay to have the Lockbox replaced at a fee as established by the WMLS. If the original Lockbox is found it shall be immediately reported and returned to the WMLS and the following rules and procedures shall apply:
- a. If the Lockbox was originally purchased by the SentiKey user said Lockbox shall be reissued to the SentiKey user for a \$10 reissuance fee;
  - b. If a Lockbox is in good working order and an owner wishes to return the Lockbox to the WMLS the WMLS shall purchase the Lockbox for \$25;
  - c. If a Lockbox is in good working order and an owner wishes to transfer said Lockbox(s) to another authorized SentiKey Lockbox Service authorized user a "SentiLock Product Change Report" (Form 121) must be completed.

Any authorized SentiKey user or WMLS lockbox owner found in violation of this rule may be held liable for any expense incurred by the WMLS to re-establish security of the SentiKey Lockbox Service.

- 3.5 SentiKey users may appeal any fines and/or sanctions to the WMLS Board of Directors within 10 days of the notice of discipline.

### **Section 4. Violations of the Rules and Regulations**

- 4.1 Reported violations of the Rules and Regulations of the SentiKey Lockbox Service shall be reviewed by the WMLS Board of Directors.
- 4.2 Disciplinary action for violations of these Rules and Regulations may be waived on a case-by-case basis by the WMLS Board of Directors.
- 4.3 Disciplinary action may be taken for any violations of the Rules and Regulations of the SentiKey Lockbox Service and are not limited to the fines and sanctions stated herein.

## **Section 5. Fees and Charges**

- 5.1 Qualified WMLS active Participants, Authorized Licensed Users and/or Assistants shall pay the first quarter's SentiLock Service Agreement amount (system fee) in full, or the pro-ration thereof, whichever is applicable, upon executing the Agreement (Form 118), and a recurring invoice each quarter thereafter. A new Service Agreement may be required annually.
- 5.1a For failure to pay all WMLS fees, outstanding fines, and/or service charges in full by date due access to the SentiKey Lockbox Service will be inactivated and a reactivation fee will apply when re-activated.
- 5.2 Qualified WMLS active Participants, Authorized Licensed Users and/or Assistants wishing to access the SentiKey Lockbox Service after the initial installation period shall pay a \$50 Issuance Fee in addition to the first quarter's system fee, or the pro-ration thereof, whichever is applicable.
- 5.3 An annual audit and review of SentiKey users, Lockboxes and Service Agreements may be conducted. SentiLock Products will be inactivated for failure to supply all requested information and/or paperwork.
- 5.4 Lockboxes may be purchased by full service WMLS Participants and their authorized licensed agents, who are SentiKey users, during the term of the Service Agreement at a cost as established by the WMLS, plus any applicable taxes.
- 5.5 Any administrative fees and/or fines collected shall be placed in an allocated account in the general operating fund of the WMLS, Inc.
- 5.6 There shall be a \$10 processing fee assessed to a Lockbox Holder for programming a Lockbox for "Call Before Showing" (CBS).
- 5.7 There shall be a \$10 processing fee assessed to a Lockbox Holder for deactivating a "Call Before Showing" (CBS) program from a Lockbox.
- 5.8 There shall be a \$10 processing fee assessed to a Lockbox Holder for customizing a time access in a Lockbox.
- 5.9 There shall be a \$10 processing fee assessed to a Lockbox Holder for deactivating a customized time access from a Lockbox.
- 5.10 There shall be a \$50 deposit fee to borrow the SentiLock Power Paddle for up to three (3) business days. After three (3) business days the deposit will be forfeited and, if the Power Paddle is not returned after five (5) business days, a \$100 "lost or stolen" fee will apply."

## **Section 6. WMLS Affiliate Services Participants**

WMLS Affiliate Services Participants and any additional Representatives affiliated with said Affiliate Service Participants may access the SentiKey Lockbox Service provided a Service Agreement (Form 118) is signed by the SentiKey user and a principal, partner or corporate officer of the SentiKey user's firm, and that the parties involved agree to abide by the Electronic Lockbox System Rules and Regulations. Only full service WMLS Participants and their authorized Licensed agents may be issued Lockboxes.

## **Section 7. Amendments to the WMLS SentiKey Lockbox Service Rules and Regulations**

The WMLS SentiKey Lockbox Service Rules and Regulations are subject to amendments and changes upon final approval of the WMLS Board of Directors.

## ADDENDUM C

### **WMLS SERVICE CHARGES, FEES, ASSESSMENTS**

The following service charges for operation of the WMLS are in effect to defray the costs of the WMLS and are subject to change from time to time in the manner prescribed:

#### **FULL SERVICE APPLICATION FEE-\$100**

A firm or a firm's branch who has never before received access to the WMLS shall apply and pay an application fee of \$100 with such fee to accompany the completed application.

#### **TEAM APPLICATION FEE-\$100**

Real Estate "Teams" who have never before received access to the WMLS shall apply and pay a Team Application fee of \$100 with such fee to accompany the completed application. The "Team Leader" and at least one other Team Member must become authorized users of the WMLS.

#### **AFFILIATE SERVICE FEE-\$375**

An applicant for Limited (Affiliate) Service who has never before received access to the WMLS shall pay an application fee of \$375 with such fee to accompany the completed application.

#### **RE-ACTIVATION FULL SERVICE FEE- \$100**

A firm or a firm's branch who had received access to the WMLS in the past and wishes to re-activate WMLS services, shall pay a reactivation fee of \$100 with such fee to accompany the completed application.

#### **RE-ACTIVATION AFFILIATE SERVICE FEE- \$125**

An Affiliate who was a past Affiliate User of the same firm or branch, shall pay a reactivation fee of \$125 with such fee to accompany the application.

#### **NEW LICENSED USER REGISTRATION FEE-\$50**

A "New WMLS Licensed User" Registration Form must be submitted by Participant for all new licensed users.

#### **NEW UNLICENSED USER REGISTRATION FEE-\$75**

A "WMLS Unlicensed Users" Registration Form must be submitted by Participant for all new unlicensed users.

#### **LISTING FEE-\$150**

Direct Office Entry of any listing(s) shall be at no additional fee to the Participant. If a Participant requires the WMLS Staff to enter any listing(s) in lieu of Direct Office Entry there shall be a \$150 fee per entry.

#### **CHANGE TO EXISTING LISTING FEE-\$20**

Direct Office Entry changes to existing listings shall be at no additional fee to the Participant. If a Participant requires the WMLS Staff to enter a change for an existing listing there shall be a \$20 fee per listing.

EXCEPTION: There will be no fee incurred for an incorrectly entered listing price ("original" price) changed by WMLS Staff if reported to the WMLS within 3 business days (excluding weekends and holidays) from the date of the listing.

#### **LICENSED USER TRANSFER FEE-\$50**

Transferring Users shall pay a transfer fee of \$50 when transferring to a different/new firm, with such fee to accompany a completed Form 101 (WMLS Licensed User Registration Form).

**LICENSED USER REACTIVATION FEE - \$100**

Licensed User Suspended/Reactivation Fee: A previous WMLS user, currently in “inactive” status, shall pay a \$100 reactivation fee, with such fee to accompany a completed Form 101 (WMLS Licensed User Registration Form).

**PARTICIPANT/DESIGNATED BROKER CHANGE FEE-\$150**

Participant/Designated Broker Change Fee: A “Participant/Designated Broker Change Form” must be submitted to notify WAAR/WMLS that there is a new Designated REALTOR® (Broker) or WMLS Participant for a firm or branch office. A current copy of the new DR/Participant’s license and payment of a \$150 fee must accompany this form.

**CHANGE IN COMPANY INFORMATION FEE-\$55**

A Participant requesting a company change in address or a company name change shall pay a \$55 fee, billed to the company.

**FIRM/BRANCH REACTIVATION FEE-\$100**

Firm/Branch Reactivation Fee: After written notification of resignation is filed with the WMLS, or WMLS service is suspended for non-payment, a Firm/Branch may reactivate with the WMLS by paying the Firm/Branch Reactivation Fee of \$100, and submitting a “Firm or Branch Office Application” (Form 100), provided that any and all delinquent dues and fees are paid in full.

<b>WMLS RETS Data Setup Fee</b>	\$750.00	
<b>Tiered WMLS Data Pricing (Annually):</b>		
Technology Providers (Technology Providers) who distribute WMLS listings to a consumer facing website, for national syndication, if not supporting the REALTOR brand in any way	\$5,000.00	
Technology Providers (Technology Providers) who service websites of WMLS participants and subscribers AND Participant Single Data Feeds		\$1,500.00
Technology Providers (Technology Providers) who provide a service back to WMLS participants and subscribers	\$500.00	
<b>Monthly Recurring User Fees:</b>		
Assessed to Participants and authorized Licensed Users	\$59.00	
Assessed to Participants for each authorized Unlicensed User	\$5.00	
Assessed to Affiliate Service Users	\$30.00	
<b>Monthly Recurring Office Ancillary Products Fee</b>		
Assessed to Participants for each Office	\$15.00	
<b>Late Fees:</b>		
For failure to pay fees and outstanding fines, other than the monthly recurring fee, in full within 30 days of the date of the Invoice, a 2% finance charge and a \$25 late fee shall be imposed.		
<b>Licensed User Transfer Fee:</b>		
Assessed to Licensed User when transferring	\$50.00	
<b>Licensed User Reactivation Fee:</b>		
Assessed to Licensed User when reactivating service	\$100.00	
<b>Company Change Request Fee:</b>		
Assessed to Participant		
Company Name and/or Address Change	\$55.00	
<b>New Listing Fee:</b>		
Direct Office Entry	\$ .00	
WMLS Staff Entered	\$150.00	

**Change to Existing Listing Fee:**

Direct Office Entry changes to existing listings	\$ .00
WMLS Staff to enter a change for an existing listing	\$20.00

**Photo Fee:**

Direct Office Entry	\$ .00
WMLS Staff Entered Primary Photo & Each Additional Photos	\$20.00
Member photo (shall be provided to WMLS for scanning)	\$20.00
Replacement for primary/additional/member photos (each)	\$20.00

**SentriKey/Lockbox:**

A Service Agreement for the Sentrilock Keybox system must be completed before a SentriKey will be issued.

Key Issuance Fee	\$ 50.00 (no tax)
Monthly Recurring SentriLock System Fee	\$ 18.00
New LockBox	\$ 85.00 (plus tax)