

WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.

5000 New Point Road, Suite 1101
Williamsburg, Virginia 23188-9418
(757)253-0028 (757)253-1559 FAX
www.WAARealtor.com

**REQUEST FOR
FULL SERVICE PARTICIPATION**

Please check one:

- Initial Participation (\$750)** **Participant Re-Activation OR Transfer (\$375)**
 Current Participant Adding Additional Office Location (\$375)

BROKER/PARTICIPANT NAME: _____ *LICENSE#: _____

OFFICE NAME: _____ **LICENSE#: _____

OFFICE ADDRESS: _____

WEBSITE ADDRESS: _____ Are visitors required to log in? Y or N

OFFICE PHONE #: _____ FAX#: _____ ***E-MAIL: _____

HOME ADDRESS: _____

PRIMARY ASSOCIATION: _____

***A copy of your current real estate license must be attached in order for processing to begin.**

****A copy of your current real estate corporation license must also be attached in order to process.**

*****An active e-mail address is required as the WMLS sends bills electronically only.**

The REALTOR principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership, or corporation shall be termed the "Participant" in the Service and shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws, Rules and Regulations and License Agreement of the Service by all persons affiliated with the Participant who utilize the Service. As Participant for the firm, partnership or corporation, I hereby request participation in the Williamsburg Multiple Listing Service, Inc. (WMLS). I understand that the WMLS, Inc. operates in accordance with NAR approved Rules and Regulations, a copy of which has been furnished to me. I understand and accept my responsibility for compliance with the Rules and Regulations, by the licensees with the firm and accept personal responsibility for the payment of services provided hereunder, specifically with the provisions of Section 6. SERVICE FEES AND CHARGES which holds me responsible for all WMLS fees and assessments and applicable late fees and/or collection costs, if required for my firm. I understand that there will be an application fee to be determined, and as amended from time to time by the Board of Directors of the Service, and specified in the Rules and Regulations of the Service for the firm when Service is first initiated. As the Participant a written request for each licensee to be a MLS user must be submitted to the WMLS, Inc. Once a licensee has been designated as a user, that user status will remain unchanged until a written request for change is received from the Participant. The Participant will be required to be a user of all services used by his/her licensees. **The completion of a three (3) hour Basic Computer Training Class is required of all users within 45 days of the "start" date for access to the WMLS.**

Initial _____

WMLS Request for Full Service Participation

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I further agree to be bound by the Code of Ethics on the same terms and conditions as Williamsburg Area Association of REALTORS' members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with MLS Participants and/or REALTORS in accordance with the established procedures of the Williamsburg Area Association of REALTORS, Inc. I understand that a violation of the Code of Ethics may result in termination of my WMLS, Inc. privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed. All Participants and Users are required to complete and sign Addendum C "Start and/or Transfer Services Form" and Addendum B "LICENSE AGREEMENT" in order to acquire and maintain access to the WMLS database. **Please attach completed and signed copies of these for the WMLS Participant and each Authorized User.**

The following is a complete list of licensed real estate agents and/or certified or licensed appraisers with the office. Please indicate WMLS Users with a checkmark in the "Start Form" column and Non-users with a checkmark in the "Waiver" column.

Please attach Addendum A "Subscription Waiver" for each Non-user.

NAME	LICENSE NUMBER	Start Form	Waiver

NOTE: If additional lines are required, attach a list of names, license numbers, and either "Start and/or Transfer Services" or "Subscription Waiver" forms.

Broker/Participant Signature: _____

Date: _____

OFFICE USE ONLY

WMLS BOD Signature: _____

Date: _____

ADDENDUM C

**Williamsburg Multiple Listing Service, Inc. Start and/or Transfer Services Form
AND Williamsburg Area Association of REALTORS® Transfer Form
757-253-1559 FAX**

IMPORTANT NOTE: The information on this form cannot be processed until ALL information has been completed. No exceptions can be made. If you have any questions please call 757-253-0028. Transfer Fee: \$50 per individual.
The completion of a three (3) hour Basic Training Class is required within (45) days of start date for continued access to the WMLS.

COMPANY INFORMATION

Effective date to start and/or transfer services: _____ (45 day training requirement begins with this "effective" date)

Company Name: _____ Phone: _____

Company Address: _____ City _____ State _____ Zip _____

Principal/Managing Broker's (Participant) Name: _____

*Principal/Managing Broker's (Participant) Signature: _____

***If transferring WMLS services, by signing this form (& by Master Lease Agreement signed by Broker/Participant on file at WAAR), Broker/Participant agrees to allow Subscriber to lease a SentiCard.**

SUBSCRIBER INFORMATION (REALTOR®, AUTHORIZED ASSISTANT, APPRAISER, OR STAFF)

IMPORTANT: If starting WMLS services all Participants, Subscribers, Appraisers, Authorized Assistants and/or Staff are required to attach a signed copy of Addendum "B" LICENSE AGREEMENT to acquire and maintain access to the WMLS database.

1. Name (please print): _____

Designations: ABR CCIM CRB CRS CSP GRI SRES OTHER _____

2. R.E. License # _____ Exp. Date: _____ Appraiser's License # _____ Exp. Date: _____

3. Are you transferring from another real estate office? Yes No If Yes, are you currently receiving a WMLS IDX Link? Yes No

If Yes, name of previous R.E. office _____

4. Do you currently hold (or have ever held) REALTOR® membership with a local Association? Yes No

If "Yes", which Association? _____ National Realtor Database System (NRDS)# _____

5. Are you an office staff person? Yes No Are you an "Authorized Assistant"? Yes No If "Yes", whose Assistant? _____

6. Home Address: _____ City _____ State _____ Zip _____

7. Home Phone: _____ Voice Mail#: _____ Fax #: _____ Cell Phone _____

8. Preferred Business Email Address: _____ Website Address: _____

9. Birthday (Optional): _____ SS#(Optional): _____

10. Preferred Mailing/Billing Address (choose only one) Home Office

11. Preferred Phone Number (choose only one) Home Mobile Office Voice Mail

SUBSCRIBER Signature _____

(Signatures indicate acceptance of the WMLS/WAAR policy stating that the subscriber/participant is responsible for a \$50 transfer processing fee.)

OFFICE USE ONLY

FLEX Login ID: _____ FLEX Class Scheduled Date: _____ Transfer Fee (WAAR/WMLS) _____ Rapattoni _____ Emailed User Confirmation _____

ADDENDUM B

LICENSE AGREEMENT

This Agreement is made _____, _____ between _____
Date
_____ (“Participant/Authorized “User”) and
Printed Name
Williamsburg Multiple Listing Service, Inc. (“WMLS”) for the limited use of information and
data acquired and compiled by WMLS (“Data”). As used herein, the term “Data” includes any
portion of the Data.

This is a license, not a sale. This Data is provided under the following License
Agreement and all applicable addendums (“License”) which define what 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 Paragraphs 2B and 2C of this Agreement.

B. Copy a reasonable number of single copies of portions of the Data which
relate to any properties in which a Prospect is or may, in the judgment of the
Participant/Authorized User, be interested, provided that such copies may not be distributed in
print, electronic form or any other media to any person that is not also a Participant/Authorized
User, a Prospect, or an Appraiser. It is intended that the Participant/Authorized User be permitted
to provide Prospects with listing data relating to properties which the Prospect has a bona fide
interest in purchasing or in which the Participant/Authorized User 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 Prospect’s decision-making process in the consideration of a purchase or sale. 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 Data, how closely the types of properties contained in such listings accord with the Prospect’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 Prospect. Participant/Authorized User may only distribute to Prospects copies of the Data or portions thereof which relate to (i) Property owned by the Prospect, or (ii) Property for which Participant/Authorized User has determined the Prospect has a bona-fide interest in purchasing or in which the Participant/Authorized User is seeking to promote interest.

As used in this Agreement,

- (1) “Prospect” means a seller or prospective purchaser that has entered into a brokerage relationship with Participant/Authorized User (“Client”) or for whom Participant/Authorized User perform ministerial acts in a real estate transaction (“Customer”) or a licensed broker or salesperson representing their Client.
- (2) “Appraiser” means a person licensed by the Commonwealth of Virginia to engage in the appraisal of real property.

C. Incorporate any part of the Data in the work product of Participant/Authorized User and publish, display and distribute that work product in any medium to Prospects.

D. 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, 2C and 2D of this Agreement.

G. Reproduce or redistribute the Data except as described in Subparagraphs A, B, C and D 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. 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, 2C and 2D 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.

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.

Witness the following signatures and seals.

_____(Seal)
WILLIAMSBURG MULTIPLE LISTING
SERVICE, INC.

By _____(Seal)
PARTICIPANT/AUTHORIZED USER

ADDENDUM A

**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.
SUBSCRIPTION WAIVER**

The REALTOR® Participant of the Williamsburg Multiple Listing Service, Inc. shall be exempt from payment of Multiple Listing Service subscription fees for any individual employed by or affiliated as an independent contractor with the Participant who does not actually have access to and use of the Multiple Listing Service.

Such exemption shall be effective for a period of *_____ (no fewer than three (3) consecutive months). The exemption for any individual shall automatically be revoked upon the individual's utilization of the Multiple Listing Service in any manner.

CERTIFICATION OF INDIVIDUAL AFFILIATED WITH REALTOR PARTICIPANT IN THE WILLIAMSBURG MULTIPLE LISTING SERVICE.

I, _____, associated with _____
(Individual) (Participant)
do not use the Multiple Listing Service in any way at any time, and understand that if I should utilize the Multiple Listing Service at any time, the Participant with whom I am affiliated is obligated to pay an additional individual subscription fee.

(Signature of Individual Affiliated with Participant)

(Printed Name of Individual Affiliated with Participant)

CERTIFICATION BY REALTOR PARTICIPANT OF WILLIAMSBURG MULTIPLE LISTING SERVICE AS TO INDIVIDUAL'S CERTIFICATION ABOVE:

I agree that if _____ (Print Individual's Name) uses the Williamsburg Multiple Listing Service, Inc. in any way at a future date, I will notify the Multiple Listing Service and pay the required subscription fee of the Multiple Listing Service.

(Signature Of Participant/Broker)

(Printed Name of Participant/Broker)

Date: _____

NOTE: WAIVER FORMS MUST BE FILED WITH THE WMLS NO LATER THAN THE LAST DAY OF THE MONTH PRECEDING THE NEXT FISCAL QUARTER IN ORDER TO STOP WMLS SERVICES/SUBSCRIPTION FEES FOR THE FOLLOWING FISCAL QUARTER. WAIVER FORMS WILL NOT BE ACCEPTED IF THE INDIVIDUAL HAS ANY ACTIVE LISTINGS IN THE SERVICE, HOLDS 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 FOR THE PURPOSE OF CONDUCTING REAL ESTATE BUSINESS.

***IN ORDER TO BE EXEMPT FROM SUBSCRIPTION FEES, SUBSCRIBER MUST WAIVE WMLS SERVICES FOR NO FEWER THAN THREE (3) CONSECUTIVE MONTHS. ADDITIONALLY, SUBSCRIBER ON WAIVER MUST GIVE WRITTEN NOTICE TO WMLS/WAAR STAFF PRIOR TO DATE WHEN DESIRED REVOCATION OF SUCH WAIVER SHALL BE PUT IN EFFECT.**

WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.
FEES AND ASSESSMENTS
-Full Service-

New Participant Application fee (Full Service)	\$750.00
Re-Activation or Transfer Participant Fee	\$375.00
IDX Issuance Fee	\$30.00
IDX Annual Fee	Refer to WMLS R&R Section 16.18

Monthly Recurring Fee:

Assessed to Participant (Broker) for each licensee affiliated with the company. \$50.00

Transfer Fee:

Assessed to Participant (Broker) for each licensee (WMLS agent only) \$50.00
Change in Broker (WMLS & WAAR) \$50.00

Company Change Request Fee:

Company Name Change (WMLS Office only) \$55.00
Company Address Change \$55.00

Monthly Office Location Fee:

Assessed to Participant (Broker) for each office location. \$25.00

New Listing Fee:

Direct Office Entry. \$.00
WMLS Staff Entered. \$50.00

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

SentriCard Key/Box:

A Keyholder Lease Agreement for the Sentrilock Keybox system must be completed before a SentriCard Key will be leased. **Checks for the following items are to be made payable to the WMLS, Inc.**

Issuance Fee	\$ 50.00 (no tax)
Yearly Lease Fee	\$160.20 (plus tax)
Agent Card Reader	\$ 40.00 (plus tax)
Office Card Reader	\$ 50.00 (plus tax)
Card Reader Base	\$ 10.00 (plus tax)
New LockBox	\$ 85.00 (plus tax)

Training:

Checks for training are to be made payable to WAAR, Inc.

REQUIRED Basic Computer Training (Flexmls) \$35.00
OPTIONAL Input & Maintenance Training (Flexmls) \$25.00

Waivers:

Any Participant (Broker) may request to be waived of the quarterly recurring fee assessed to them for a licensee affiliated with the company by submitting to the Service signed Stop Services and Waiver forms. Any licensee with a Waiver form on file with the Service **may not** use the Service in any way, i.e., lease a Lockbox Key, submit listings to the Service, have computer access, or hold floor duty. Waiver forms may be found as **Addendum A** of the Williamsburg Multiple Listing, Inc. Rules and Regulations on file with each company.