



**NEW WMLS Unlicensed Users
Registration Form (Section I & II)**

*\$75 application fee + pro-rated fees (\$5.00 per mo.) applies
AND Cancellation Form (Section III)*

SECTION I: Only NEW unlicensed users in the firm (having never had WMLS service or inactive for more than 30 days) who will utilize the WMLS must fully complete and submit this registration form and pay the appropriate fees (see chart on page 2) before access to WMLS will be granted. **FORM 113/License Agreement** must also accompany this form.

Firm/Branch Name: _____

Firm/Branch Address: _____

Unlicensed User's Name: _____ **Mobile#** _____

Business Email address: _____

Please select **ONE** of the following registration options for the above-named individual.

- 1) ____ Staff access to the Main Office (+ All Branches) 2) ____ Staff access to the Branch Office listed above
- 3) ____ Assistant to (**Licensed User Name**) _____

NOTE: Only the Principal/managing broker for the main office is authorized to register a user for option #1.

1. I understand that the firm will be assessed a monthly recurring fee for the above individual after the first pro-rated quarter is paid at application. Additionally, I realize that options 1-2 above enable the person to add and change all of the listings for any licensed User affiliated with the main office or the branch specified and view all MLS data as is available in the MLS system.
2. I am responsible for ensuring that this user complies with WAAR and WMLS policies and the WMLS Rules and Regulations. I certify that the above individual is employed by our firm or is employed by a licensed User affiliated with our firm, and is under my supervision and participation. I realize that I am responsible for limiting the use of the information by the above-named individual to help licensed Users affiliated with our firm to list, appraise, and/or assist customers and clients in selling and buying properties, and that I may not allow the person access to the information for their own personal use. I understand that only registered Users are allowed access to the MLS.
3. I agree to notify WMLS within 24 hours, by completing Section III, when the unlicensed user is no longer employed by our firm or a Licensed User.
4. The WMLS Board of Directors reserves the right to deny or revoke WMLS Services for any person.
5. All users of the WMLS are required to complete 3 & 1/2 hours of training within sixty (60) days after access has been provided to the WMLS database (select class in Section II). Classes may be streamed remotely upon request (if interested please contact us). Payment of registration fee is required for class admittance. Requests to reschedule must be done in writing prior to the selected class or additional fees may apply. If you do not attend your scheduled class you must submit an additional class registration form and additional fees will apply. If class is not completed within 60 days, your WMLS access will be suspended until the requirement is fulfilled.

Principal/Managing Broker's (Participant) Signature

Date

SECTION II. Required New User Training Class Dates (must select one):

All Class Hours: 9:00 a.m. – 12:30 p.m.

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> November 13, 2020 | <input type="checkbox"/> January 15, 2021 | <input type="checkbox"/> May 14, 2021 | <input type="checkbox"/> September 10, 2021 |
| <input type="checkbox"/> December 11, 2020 | <input type="checkbox"/> February 12, 2021 | <input type="checkbox"/> June 11, 2021 | <input type="checkbox"/> October 15, 2021 |
| | <input type="checkbox"/> March 12, 2021 | <input type="checkbox"/> July 16, 2021 | <input type="checkbox"/> November 12, 2021 |
| | <input type="checkbox"/> April 16, 2021 | <input type="checkbox"/> August 13, 2021 | <input type="checkbox"/> December 10, 2021 |

SECTION III: Complete this Section to Cancel Unlicensed User Access

I understand the following:

1. My firm is responsible for all currently invoiced quarterly recurring fees for this user.
2. The user's WMLS service will be terminated on the cancellation date (see below) or the date this form is received by Association staff, whichever is later.

Firm/Branch Name: _____

Unlicensed User Name (Please Print): _____

Cancellation Date: _____

Principal/Managing Broker (Participant) Signature: _____

<u>New Unlicensed User Application DATES</u>	<u>Amount Owed @ Application</u>
October 2020	\$95.00
November 2020	\$90.00
December 2020	\$85.00
January 2021	\$95.00
February 2021	\$90.00
March 2021	\$85.00
April 2021	\$95.00
May 2021	\$90.00
June 2021	\$85.00
July 2021	\$95.00
August 2021	\$90.00
September 2021	\$85.00
October 2021	\$95.00

WMLS pro-rated quarterly fees (\$5.00 per month) + application fee (\$75) must be paid at time of application. Please use the chart to determine the amount owed.

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

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

LICENSE AGREEMENT

This Agreement is made _____ between

Date

(Authorized "User") and

Printed Name

Williamsburg Multiple Listing Service, Inc. ("WMLS") for the limited use of information and data acquired and compiled by WMLS ("Data"). As used herein, the term "Data" includes any portion of the Data.

This is a license, not a sale. This Data is provided under the following License Agreement and all applicable addendums ("License") which define what Authorized User may do with the Data and contains limitations on warranties and remedies.

1. WMLS provides Authorized User with access to the Data in electronic and printed form. The term "Data" includes any images, photographs, templates, animations, video or audio. Copyright and all other rights to the Data shall remain with WMLS. Authorized User must reproduce any copyright or other notice marked on the Data on all copies Authorized User makes.

2. Authorized User may:

A. View the Data and allow Prospects to view the Data, provided that Authorized User maintains control over the medium in which the Data is viewed and does not distribute the Data except as provided in Paragraph 2B of this Agreement.

B. Display all or parts of the Data on the Internet strictly in accordance with the rules of the WMLS on Internet Data Exchange ("IDX").

C. Download parts of the Data, provided that no use is made of the downloaded Data other than as described in Subparagraphs A, and B above.

3. Authorized User may not:

A. Use the Data or make copies of it except as permitted in this License.

B. Translate, reverse engineer, decompile or disassemble the Data.

C. Rent, lease, assign or transfer the Data.

D. Transfer or assign rights under this License to any other person.

E. Resell, sublicense or otherwise make the Data available to Prospects for use or distribution separately or detached from the work product except as provided in Paragraph 2B of this Agreement.

F. Modify the Data or merge all or any part of the Data with another program except as provided in Paragraphs 2B, and 2C of this Agreement.

G. Reproduce or redistribute the Data except as described in Subparagraphs A, B, and C of Paragraph 2 of this Agreement. Posting of all or any part of the Data on the World Wide Web, Internet, or similar public network is prohibited, except as specifically authorized in Subparagraph 2B. Except as provided in Paragraph 2B, dissemination of the Data by any means to persons or organizations that are not Prospects or Appraisers is prohibited.

H. Create scandalous, obscene, defamatory or immoral works using the Data nor use the Data for any purpose that is prohibited by law.

I. Use or permit the use of the Data or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Data or any part thereof.

J. Use the Data in an electronic format, on-line or in multiple applications unless the Data is incorporated for viewing purposes and a notice is included with the Data or the product containing the Data specifying that the Data may not be saved or downloaded and is only to be used for viewing purposes except as expressly permitted in Paragraphs 2B and 2C of this Agreement.

4. This License shall remain in effect only for so long as Authorized User is a member in good standing of WMLS and is in compliance with the terms and conditions of this Agreement. This License will terminate automatically upon termination of Authorized User's membership in WMLS or if Authorized User fails to comply with any of its terms or conditions. Authorized User agrees, upon termination, to destroy all copies of the Data. The limitation of warranties set out below shall continue in force even after any termination.

5. Use of the Data is also subject to the governing documents of WMLS. In the event of any conflict between the provisions of this License Agreement and those governing documents, the provision imposing the greatest restriction on use of the Data will prevail.

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

7. THE DATA IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABLE QUALITY, SATISFACTORY QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USE AS A TRADE, COURSE OF DOING OR OTHERWISE. THE ENTIRE RISK OF USE OF THE DATA IS ASSUMED BY AUTHORIZED USER. WMLS WILL NOT HAVE ANY LIABILITY TO AUTHORIZED USER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WMLS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

8. THIS LICENSE IS THE ENTIRE AGREEMENT BETWEEN AUTHORIZED USER AND WMLS, SUPERCEDING ANY OTHER AGREEMENT OR DISCUSSIONS, ORAL OR WRITTEN, AND MAY NOT BE CHANGED EXCEPT BY SIGNED AGREEMENT. THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. IF ANY PROVISION OF THIS LICENSE IS DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL OR UNENFORCEABLE, SUCH A PROVISION SHALL BE SEVERED FROM THE LICENSE AND THE OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

AUTHORIZED USER SIGNATURE: _____

WMLS REPRESENTATIVE SIGNATURE: _____



Credit Card Payment Authorization Firm/Member Fees

I hereby authorize the Williamsburg Area Association of REALTORS® AND/OR the Williamsburg Multiple Listing Service to charge the credit card listed below for payment of:

WMLS & SentiKey Fees

- WMLS and SentiKey fee checkboxes including New Licensed WMLS User Fees, New Unlicensed WMLS User Fees, \$50 Reactivation Fee, \$50 Transfer Fee, SentiKey Fees, \$100 New WMLS Firm or Branch, \$150 Change of Broker, \$100 WMLS Firm/Branch Reactivation, \$375 Initial Affiliate Service, \$125 Change of WMLS Affiliate Representative, and \$125 Affiliate Firm Re-Activate.

WAAR Fees

- WAAR fee checkboxes including WAAR Dues for REALTOR® application, \$50 REALTOR® Transfer Fee, \$50 REALTOR® Reactivation Fee, \$300 WAAR Firm/Branch, and \$150 Change of Broker/ DR.

Recurring Payment Information: If choosing automatic payments, your credit card will automatically be charged for the items indicated below on the 10th day of the month fees are due (if the 10th falls on a weekend, your credit card will be processed on the next business day).

- Automatic payment checkboxes: I wish to keep this credit card number on file for automatic payment of my WMLS service fees, I wish to keep this credit card number on file for automatic payment of ALL my WAAR & WMLS fees (with/without RPAC Voluntary Contribution), and Please do not keep the credit card number below on file for future use.

Credit Cardholder Name: _____

Credit Card Billing Address: _____

Contact Phone Number: _____ Email Address: _____

Credit Card Type: [] Visa [] MasterCard [] Discover [] American Express

Credit Card #: _____ Exp. Date: ____ / ____

NOTE: A new Payment Authorization Form will be needed on or before your credit card expiration date in order for automatic payments to continue.

Total Charged to Card: WMLS Fees \$ _____ SentiKey Fees \$ _____ WAAR Fees \$ _____

Signature: _____