



ONLY NEW agents 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 fee before access to WMLS will be granted. **NOTE: If new user desires access to the WMLS Sentrilock system a completed Sentrilock Smartcard Lease Agreement (Form 118 must be submitted prior to Sentricard issuance. Form 113 (License Agreement) must also be submitted.**

User Type:

- Participant/Broker
 Subscriber/Agent
 Licensed Staff
 Licensed Assistant for _____
 Appraiser

USER Name: _____ Nickname, if any: _____

USER Mobile Number: _____ Business email: _____

Firm/Branch Name: _____ Address: _____

Real Estate or Appraiser License Number: _____ Exp. Date: _____

Are you a member of a REALTOR® Association? Yes No

*If yes, a letter of good standing from your Association **MUST** accompany this registration form.*

Are you a member of another Multiple Listing Service? Yes No

*If yes, a letter of good standing from your MLS **MUST** accompany this registration form.*

Section I. Please Have Your Principal or Authorized Managing Broker Complete: PLEASE PRINT

I, _____, the principal or authorized managing broker of the above-named

 (Please Print Broker Name)

Firm/branch office; hereby register the agent listed above as an authorized user of WMLS under my Participation. I understand the following:

1. My firm is responsible for WMLS fines incurred by this user.
2. I am responsible for ensuring that this user complies with WMLS Bylaws and Rules and Regulations.
3. The WMLS Board of Directors reserves the right to deny or revoke WMLS Services for any person.
4. The user will continue to be able to use the WMLS and incur fees until I cancel their registration or the WMLS Board of Directors revokes their user privileges.
5. Non-registered licensees, support staff and assistants may not use WMLS services in any way unless properly registered with the WMLS.
6. If any non-registered person uses the WMLS in any way through my participation, my firm is responsible for fees applied retroactively from the date of first use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established). My firm is also subject to penalties and fines as determined by the WMLS Board of Directors.
7. **All users of the WMLS are required to complete one 3 & 1/2 hour Training Class within sixty (60) days after access has been provided to the WMLS database. Select Class in Section II .**

 Principal/Managing Broker's (Participant) Signature

 Registration 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 2, 2018 | <input type="checkbox"/> January 18, 2019 | <input type="checkbox"/> May 17, 2019 | <input type="checkbox"/> September 13, 2019 |
| <input type="checkbox"/> November 16, 2018 | <input type="checkbox"/> February 15, 2019 | <input type="checkbox"/> June 14, 2019 | <input type="checkbox"/> October 11, 2019 |
| <input type="checkbox"/> December 14, 2018 | <input type="checkbox"/> March 15, 2019 | <input type="checkbox"/> July 12, 2019 | <input type="checkbox"/> November 15, 2019 |
| | <input type="checkbox"/> April 19, 2019 | <input type="checkbox"/> August 16, 2019 | <input type="checkbox"/> December 13, 2019 |

Section III. Requires Applicant Signature

I agree as a condition of subscription in the WMLS to abide by all relevant bylaws, rules and other obligations of subscription. I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the WMLS and/or accept offers of cooperation and compensation made by Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of subscription on an ongoing basis may result in potential suspension or termination of WMLS subscription rights after review by the Board of Directors and the WMLS's established procedures.

I agree to pay all quarterly recurring fees, late fees and reinstatement fees as outlined in the WMLS Rules & Regulations and understand the invoices will be sent electronically to my preferred business email address. For the convenience (and to avoid late fees) of automatic credit card payments when recurring billings are due, please complete a "Payment Authorization Form" available on the website, www.waarealtor.com.

All users of the WMLS are required to complete three and ½ hours (3.5 hrs) of training within sixty (60) days after access has been provided to the WMLS database (select class in Section II). **Note:** Remote online training is available 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.

Applicant Signature: _____ **Date:** _____

Amount Owed @ Application	Licensed Users
<u>New User Application DATES</u>	<u>Total Due</u>
November	\$356
December	\$299
January	\$413
February	\$356
March	\$299
April	\$413
May	\$356
June	\$299
July	\$413
August	\$356
September	\$299
October	\$413

WMLS pro-rated quarterly fees (\$57 per month) + application fee (\$185) 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. Suite 1101
Williamsburg, VA 23188

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

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 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.

Witness the following signatures and seals: _____(Seal)

WILLIAMSBURG MULTIPLE LISTING
SERVICE, INC.

By _____(Seal)
PARTICIPANT/AUTHORIZED USER

Revised 9.15.11

Williamsburg Multiple Listing Service, Inc.
SENTRILOCK SERVICE AGREEMENT

THIS SENTRILOCK 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) SENTRICARD HOLDER (Authorized Licensed User of the WMLS)

 (Printed Name) PARTICIPANT. (Principal or Managing Broker and a member of the WMLS)

SENTRICARD HOLDER, PARTICIPANT, and the WMLS agree as follows:

SERVICE AGREEMENT: SentiLock hereby provides to the WMLS, and SENTRICARD HOLDER hereby receives from the WMLS, a SENTRICARD and online services. In addition, SentiLock hereby grants to SENTRICARD HOLDER 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 SENTRICARD HOLDER terminates membership with the WMLS.

SENTRILOCK CREDENTIALS: SENTRICARD HOLDER acknowledges that the SentiCard is required to activate credentials for the SentiLock Lockbox System and shall be inactivated as required by SentiLock or the WMLS.

SENTRILOCK SMART CARD REPLACEMENTS: SentiLock may at its discretion require the WMLS to replace the SentiLock Smart Cards used by the WMLS and its Authorized Users with replacement SentiLock Smart Cards compatible with the system.

PAYMENTS:

- a. During the term of this agreement, SENTRICARD HOLDER, 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 SENTRICARD HOLDER'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 SENTRICARD HOLDER for the Quarterly System Fee shall not relieve SENTRICARD HOLDER 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. SENTRICARD HOLDER expressly authorizes WMLS to adjust the Quarterly System Fee in each year during the Term of this Agreement.
- c. All sums payable by SENTRICARD HOLDER hereunder shall be paid to WMLS, Inc. in immediately available funds.
- d. All quarterly system fees and any other sums payable by SENTRICARD HOLDER hereunder are non-refundable.

SECURITY OF SENTRILOCK SMART CARDS: SENTRICARD HOLDER, acknowledges that it is necessary to maintain security of the SentiLock Smart Card to prevent its use by unauthorized persons. Consequently SENTRICARD HOLDER agrees to the following: The SENTRICARD HOLDER

- a. shall keep the SentiLock Smart Card in his/her possession or in a safe place at all times
- b. shall not attach his/her personal identification number (PIN) to the SentiLock Smart Card or disclose the PIN to any third party
- c. SHALL NOT LOAN THE SENTRILOCK SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR, SHALL NOT PERMIT THE SENTRILOCK SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON
- d. shall not duplicate the SentiLock Smart Card or allow any person to do so
- e. shall not assign, transfer or pledge the rights of the SentiLock Smart Card to any other person or entity
- f. shall notify the WMLS within three (3) days of the loss or theft of a SentiLock Smart Card; shall sign and deliver a statement to the WMLS with respect to the circumstances surrounding the loss or theft
- g. understands and agrees the WMLS shall charge for the replacement of SentiLock Smart Cards either lost, stolen or damaged

- h. shall follow all additional security procedures as specified by the WMLS

SENTRILOCK SMART CARD UPDATES: SENTRICARD HOLDER acknowledges that the SentiLock Smart Card requires regular updates at regular intervals as determined by the WMLS, prohibiting further use of the SentiLock Smart Card until a new update is obtained from the WMLS by placing the SentiLock Smart Card in a Card Reader or by another authorized method.

LOST, STOLEN, DAMAGED OR DEFECTIVE SENTRILOCK SMART CARDS: Replacement SentiLock Smart Cards will be issued to SENTRICARD HOLDERS who:

- a. have complied with this Agreement and the policies and procedures of the WMLS with respect to the SentiLock System
- b. pay a fee and/or deposit specified by the WMLS to replace a lost, stolen, damaged or defective SentiLock Smart Card.

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 SENTRICARD HOLDER 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 SENTRICARD HOLDER 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 SENTRICARD HOLDER.
- d. Participant agrees to notify the WMLS immediately, in writing, should the Participant or SENTRICARD HOLDER terminate their relationship or should the SENTRICARD HOLDER'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 SENTRICARD HOLDER, for all duties, responsibilities and undertakings of the SENTRICARD HOLDER under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of WMLS SentiLock Smart Card privileges and, further, could cause the WMLS to recall all SentiLock Smart Cards issued to the Participant and the Participant's SENTRICARD HOLDERS.

DISCLOSURE TO CLIENTS: The SENTRICARD HOLDER 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 SENTRICARD HOLDER 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, forfeiture of the SentiLock Smart Card or the Participant's and/or SENTRICARD HOLDER's right to be issued a SentiLock Smart Card.

INDEMNIFICATION: Participant and/or SENTRICARD HOLDER 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 SentiLock 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 SentiLock System.

REIMBURSEMENT: Participant and/or SENTRICARD HOLDER agree that, in the event that the WMLS shall prevail in any legal action brought by or against the Participant and/or SENTRICARD HOLDER to enforce the terms of this Agreement, the Participant and/or SENTRICARD HOLDER 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, SENTRICARD HOLDERS and the WMLS with respect to SentriLock Smart Cards. 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 SENTRICARD HOLDER.

SENTRILOCK SMART CARD RECEIPT: SENTRICARD HOLDER acknowledges receipt of a SentriLock Smart Card.

IN WITNESS WHEREOF, WMLS, PARTICIPANT and SENTRICARD HOLDER have caused this agreement to be duly executed as of the date set forth in the preamble of this agreement.

SENTRICARD HOLDER: _____
(Signature)

SENTRICARD HOLDER: _____
(Please PRINT)

PARTICIPANT: _____
(Signature)

PARTICIPANT: _____
(Please PRINT)

**Williamsburg Multiple Listing Service, Inc.
5000 New Point Road Suite 1101
Williamsburg, Virginia 23188-9418**

By: _____
(Signature)

Name: _____
(Printed Name)



FORM 107
New Firm/User or Change Fees
Credit Card Payment Authorization
Please Complete and Return

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:

- \$750 New WMLS Firm or Branch \$375 WMLS Firm/Branch Reactivation \$25/\$50/\$75 Office Location Fee
- New Licensed WMLS User fees (see chart on Form 101) \$150 Change of Broker/DR
- New Unlicensed WMLS User fees (see chart on Form 102) \$50 User Transfer Fee
- \$55 Firm Name and/or Address Change \$300 WAAR Firm/Branch \$375 Initial Affiliate Service
- \$125 Affiliate Firm Re-Activate \$125 Change of WMLS Affiliate Representative \$50 Reinstatement Fee
- WAAR Dues for REALTOR® application \$ _____ . (See chart on Form 108 for monthly breakdown)

- 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.
- 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

Credit Card Account Number: _____ 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: \$ _____ .

Signature: _____

Please return the completed form to:
 Williamsburg Area Association of REALTORS®
 Williamsburg Multiple Listing Service
 5000 New Point Rd. Suite 1101
 Williamsburg, VA 23188
 FAX: 757-253-1559
 Email: info@WAARRealtor.com