

## MLS Services Subscription Waiver

**Per MLS Rules and Regulations, the undersigned Participant will be exempt from paying fees associated with MLS Services for any individual(s) eligible for a waiver and named in this Subscription Waiver (Waiver).**

An individual is eligible for a waiver if he or she satisfies the following four requirements: (1) the individual is not a listing agent for any active listing included in the MLS; (2) the individual does not access or use in any way whatsoever the (a) MLS, (b) the listing information from the MLS, (c) Electronic Lockbox Services associated with the MLS, (d) Associated MLS Services including but not limited to Transaction Desk, Realist, or ePropertyWatch; (3) the individual is not named anywhere in the MLS, including but not limited to the agent remarks section; and (4) the individual is a subscriber to a different MLS, commercial information exchange, or is a licensed Leasing Agent.

This Waiver shall be effective immediately upon receipt by the MLS and shall remain in effect until the individual becomes an active subscriber, uses the MLS or its information in any way, or subsequently fails to satisfy the eligibility requirements. If any of these occur, the waiver for that individual will be automatically revoked.

### **Certification of Individual Affiliated with Participant in the Multiple Listing Service:**

Each undersigned individual hereby certifies that he or she will not use the MLS or associated services in any way whatsoever, and understands that if he or she does use the MLS or associated services, the Participant with whom he or she is affiliated must pay MLS fees and a possible fine.

<b>Name of Individual</b>	<b>License Number</b>	<b>Date</b>	<b>Signature</b>

### **Certification by Participant:**

I certify that the individual(s) named in this Waiver is affiliated with me and meets the eligibility requirements, and therefore is eligible for a waiver of fees associated with MLS Services. I agree to promptly notify the MLS if any individual(s) becomes ineligible for the waiver. In addition, I am required to annually notify the MLS of any changes to those individuals affiliated with me.

I certify that the individual(s) will not access or use the MLS, Electronic Lockbox Services associated with the MLS, Associated MLS Services, or information in the MLS for any purpose. Furthermore, I agree that if an individual no longer satisfies the eligibility requirements or uses the MLS in any way, I will promptly notify the MLS and pay the required MLS subscription fees. I may also be liable for a fine of \$1,500.00 for each individual determined ineligible. Fines are to be determined at the discretion of the Board of Directors.

I certify that the statements in this Waiver are true and accurate.

\_\_\_\_\_  
*Printed Name of MLS Participant*

\_\_\_\_\_  
*Office/Brokerage*

\_\_\_\_\_  
*Signature of MLS Participant*

\_\_\_\_\_  
*Date*