

PENSACOLA ASSOCIATION OF REALTORS®, INC. MULTIPLE LISTING SERVICE SUBSCRIPTION WAIVER

Pensacola Association of REALTORS®, Inc. Multiple Listing Service (“PAR MLS”) provides participants the option of a waiver of fees, dues, and charges for certain licensees or licensed or certified appraisers affiliated with the participant as described in the PAR MLS Rules & Regulations – Section 6.2 Subscriber Fee Waivers (“Fee Waiver Policy”).

This waiver shall be effective as of the signature date below until **April 1, 2019**.

1. Participant certifies that the individual(s) listed in Exhibit A (the “Waived Licensee(s)”) is affiliated with me and is eligible for a waiver of fees, dues, and charges because the Waived Licensee maintains either (i) a subscription to a different MLS where Participant also participates, or (ii) a subscription to a District Nine MLS¹ where Participant also participates, as detailed in Exhibit A². Any change to Exhibit A must be submitted to PAR MLS within five business days of the change.
2. For Waived Licensees that do not subscribe to a District Nine MLS, Participant shall not permit Waived Licensees to access or use any services of PAR MLS, as described in PAR MLS Rules & Regulations, at any time. Any access or use of any PAR MLS services by a Waived Licensee constitutes a violation of the Fee Waiver Policy, which will result in an automatic revocation of this waiver for the individual Waived Licensee, and fees and penalties as described in the Fee Waiver Policy.
3. For Waived Licensees that subscribe to a District Nine MLS, Participant shall only permit Waived Licensees to access or use services of PAR MLS as described in Section 6.2.2 of the PAR MLS Rules and Regulations. Violation of the Fee Waiver Policy, which will result in an automatic revocation of this waiver for the individual Waived Licensee, and fees and penalties as described in the Fee Waiver Policy.
4. Participant shall immediately notify PAR MLS in the event it becomes aware of any Waived Licensee accessing or using the services of PAR MLS in violation of the Fee Waiver Policy.
5. Participant agrees that Participant shall respond within 72 hours to any compliance inquiry by PAR MLS regarding any of its listings and licensees.
6. Participant consents to PAR MLS communicating with other MLSs to verify licensees’ subscription status.
7. Participant certifies that the information provided in this form is accurate and correct.

Firm/Company Name

Name (Type/Print) of PAR MLS Participant (principal broker)

Signature of PAR MLS Participant (principle broker) Date

¹ **DISTRICT NINE MLSs** include MLSs owned or operated by: Central Panhandle Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Association of REALTORS®, or REALTOR® Association of Franklin and Gulf Counties.

² The PAR MLS Participant must submit a letter of good standing for each Waived Licensee for each MLS listed in Exhibit A, along with this form.

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Exhibit A – Waived Licensees

Name (Type/Print) of PAR MLS Participant and Firm/Company Name

Licensee acknowledges that she/he is subject to the PAR MLS Fee Waiver Policy and agrees as follows:

1. Licensee certifies that she/he is affiliated with the PAR MLS Participant identified above and is eligible for a waiver of fees, dues, and charges because Licensee maintains an active subscription to a different MLS where PAR MLS Participant also participates, as detailed below.
2. If Licensee does not subscribe to a District Nine MLS, Licensee shall not access or use any services of PAR MLS, as described in PAR MLS Rules and Regulations, at any time. Any access or use of any PAR MLS services by Licensee constitutes a violation of the Fee Waiver Policy, which will result in an automatic revocation of this waiver for the individual Licensee, and fees and penalties as described in the Fee Waiver Policy.
3. If Licensee does subscribe to a District Nine MLS, Licensee shall only access or use services of PAR MLS as described in Section 6.2.2 of the PAR MLS Rules and Regulations. Violation of the Fee Waiver Policy by Licensee will result in an automatic revocation of this waiver for the individual Waived Licensee, and fees and penalties as described in the Fee Waiver Policy.
4. Licensee consents to PAR MLS communicating with other MLSs to verify her/his subscription status.
5. Licensee certifies that the information provided in this form is accurate and correct.

Full Name of Licensee	License Number	Licensee Signature	List MLS where Licensee is a subscriber	Check if MLS is a "District Nine" MLS
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
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(Attach additional pages, if necessary.)

ATTACH LETTER(S) OF GOOD STANDING FROM THE MLS TO WHICH YOU SUBSCRIBE.

SECTION 6.0 INITIAL PARTICIPATION FEE

An applicant for participation in the service shall pay an application fee of \$150.00 with such fee to accompany the application. If the applicant is a returning participant and has been inactive with the service for more than six (6) months they shall pay an application fee of \$150.00.

NOTE: The initial participation fee shall approximate the cost of bringing the service to the participant.

SECTION 6.1 FEES AND ASSESSMENTS:

Fees and assessments for Participants use of the Pensacola Multiple Listing Service shall be set forth on a schedule published by the Pensacola Multiple Listing Service from time to time.

RECURRING PARTICIPATION FEE

The monthly participation fee of each participant office shall be an amount equal to \$35.00 times each salesperson and licensed or certified appraiser in the office, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant except this fee shall be waived for the licensees subject to a fee waiver under Section 6.2. Payment of such fees shall be made on or before the first day of each month of the year.

The monthly office fee of each broker participant shall be an amount equal to \$30.00. Payment of such fees shall be made on or before the first day of each month of the year.

NOTE 1: A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

NOTE 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)

SECTION 6.2 SUBSCRIBER FEE WAIVERS:

MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLS requires waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated. (Adopted 11/17)

Under Section 6.1 any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 6.1 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.2. For purposes of this Section 6.2 and all rule provision referring to it, "licensee" refers to non-principal salesperson and licensed and certified appraisers. Section 6.2.1 sets out the condition for fee waiver for those subscribing to a non-District Nine MLS, Section 6.2.2 sets out the conditions for fee waiver for those subscribing to a District Nine MLS, Section 6.2.3 the process for obtaining and maintaining waivers, Section 6.2.4, circumstances under which waiver is revoked and consequences of revocation, and Section 6.2. the consequences of repeated violations of these policies.

SECTION 6.2.1 CONDITIONS FOR WAIVER (NON-DISTRICT NINE MLS SUBSCRIPTION)

Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service that will certify

this information to the MLS on the frequency established by this MLS.

- b. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
 1. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
 2. Being identified as a listing agent on an active or pending property listing in this MLS.
 3. Working as the selling agent on a property listed in this MLS by a firm other than participant's, unless the listing appears in an MLS to which the selling agent is a subscriber. This does not apply to the fee-waived participant's own listings, because the participant is free to share them within its firm (and anywhere else) without MLS consent or involvement.
 4. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
 5. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
 6. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

SECTION 6.2.2 CONDITION FOR WAIVER (DISTRICT NINE MLS SUBSCRIPTION)

Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber of one of the following District Nine multiple listing services that participates in the Reciprocal Data Sharing Agreement with the MLS: Central Panhandle Association of REALTORS®, Emerald Coast Association of REALTORS®, Navarre Area Association of REALTORS®, or REALTOR® Association of Franklin and Gulf Counties.
- b. During any period for which a licensee's fees are waived, the licensee shall:
 1. Use only this MLS's system, databases, lockboxes, etc. as permitted under the Reciprocal Data Sharing Agreement.
 2. Be identified as a listing agent on an active or pending property listing in the MLS only under this MLS's Reciprocal Listing Program (which may be subject to fees).
 3. Not make use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
 4. Not make use this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
 5. Not make use MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

SECTION 6.2.3 PROCESS FOR OBTAINING AND MAINTAINING WAIVERS

The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form. In order to obtain a waiver for a licensee in the participant's office, the participant must execute the MLS's form for listing fee-waived licensees and the certification on it. Each fee-waived licensee must also execute a certification. The participant must procure from another MLS, a certification (i.e. a letter of good standing) that each fee-waived subscriber is an active subscriber in that MLS. (The other MLS may have a one-time or periodic charge for providing these certifications.)

SECTION 6.2.4 REVOCATION OF WAIVER

The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in the section.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to the MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including prorated fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a Section 6.2.1 fee-waived licensee appear as a listing agent on an active or pending listing in the MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If this MLS determines that the fee-waived licensee has violated Section 6.2.1(b) or Section 6.2.2(b) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may recover from participant or subscriber all the fees MLS would have collected had the fee-waived licensee been a subscriber during the entire period of the waiver and a fine of \$1,500. After six months, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

SECTION 6.2.5 CONSEQUENCES OF REPEATED VIOLATIONS

A pattern of repeated violations of this policy exists when a participant allows any combination of three or more violations of Section 6.2.1(b) or of Section 6.2.2(b), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.2.1(b), or of Section 6.2.2(b). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 6.2.1(b), or of Section 6.2.2(b), MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

SECTION 6.3 FINES AND PENALTIES:

Fines and penalties for Participants use of the Pensacola Multiple Listing Service shall be set forth on a schedule published by the Pensacola Multiple Listing Service from time to time.