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## **WAIVER OF MLS SUBSCRIPTION FEES** for Appraisers-in-Charge and Brokers-in-Charge

As established in MLS Policy Statement 7.43, Waivers for MLS Fees, Dues, and Charges, the individual(s) named on this Form shall be exempt from payment of the MLS Subscription Fees, provided such Waiver Applicant(s) continuously satisfies all of the following requirements:

1. Waiver Applicant(s) already subscribes to a different MLS where their principal broker is an MLS Participant.
2. Waiver Applicant(s) does not, and will not, use the MLS services and content, including, but not limited to:
  - a. Accessing current listing data, comp and statistical information/reports, and MLS data feeds.
  - b. Using MLS products and services available only to authorized MLS Subscribers affiliated with the MLS Participant.

### **CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT / PRINCIPAL BROKER**

I certify that the Waiver Applicant(s) named herein is/are affiliated with me and meets the above requirements, and therefore is/are eligible for a waiver of MLS Subscription Fee(s).

I understand that I will need to supply an additional signed Application Form for any future Waiver Applicant(s).

Further, I agree to notify the MLS within 7 calendar days if any waiver recipient becomes ineligible for a waiver. Simultaneously with such notice to the MLS, I will either (i) sever the agent from this office, or (ii) inform the agent that he/she must subscribe to the MLS within 7 business days of the notification. Such affirmative notice, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall not incur the penalties described below.

Penalties: I understand that any violation of the conditions herein will result in automatic revocation of the waiver from the individual recipient. I agree to pay MLS Subscription Fees, retroactive to the beginning of the current billing year or the date of this Application Form (whichever is less), plus a \$325.00 non-compliance fee for each waiver recipient that has his or her waiver revoked, within 7 calendar days after the waiver recipient becomes ineligible for this waiver. I acknowledge that non-payment of the amounts owed by the due date as indicated on the associated MLS invoice will result in the MLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

**ADDITIONAL LOCAL WAIVER CRITERIA**

**I agree to the following additional local waiver criteria:**

- Waiver Applicant is NOT a listing agent for any active listing filed with the MLS;
- Waiver Applicant does NOT possess, control, or use the MLS’s lockboxes, including keys to enter, view, or show property that is listed in the MLS;
- Waiver Applicant is NOT part of a designated real estate “Team” where one or more of the other Team members are subscribers to the MLS;
- MLS Participant / Principal Broker must verify waiver recipient(s) subscription to a different MLS. Verification can include, but is not limited to: 1) invoices, 2) receipts, 3) letters of good standing, or 4) any other documentation that can demonstrate that subscription is held in another MLS.

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Signature of MLS Participant / Designated Broker

Date

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Printed name of MLS Participant / Designated Broker

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Printed Company Name / Code

