



### WAMLS Only New Company/New Broker Application Checklist:

Attach this as the first page of your application and initial next to each completed item.

Company Name:	_____	Company License:	_____
Office Email:	_____	Office Phone:	_____
Qualifying Broker:	_____	QB License:	_____
QB Email:	_____	QB Cell Phone:	_____

Application Item:	Initials:
WAMLS Broker Application Form	
Marketing Consent Form	
New Company MLS Application	
Broker Verification Form	
Copy of Broker's Real Estate License	
Copy of Company's Real Estate License	
Guide to Avoiding Common WAMLS Violations and Fines	
New Member Orientation Acknowledgment	
Affidavit of Completion for CoreLogic Training Course: <a href="https://www.youtube.com/watch?v=MfVTCeTiPTc">https://www.youtube.com/watch?v=MfVTCeTiPTc</a>	
Lockbox Sublease Agreement	
Subscription Waiver: This must be completed for all agents in the company who are not joining TAR/WAMLS. This must be accompanied by a Letter of Good Standing for those agents from their Primary MLS.	
Payment: One Check—Made Payable to WAMLS	

I acknowledge that all WAMLS application fees and dues are non-refundable.

Broker's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that the application is complete in its entirety, and I have read, signed, and included all required documents.

Broker's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**West Alabama Multiple Listing Service, Inc.**  
2007 Paul W. Bryant Drive  
Tuscaloosa, AL 35401  
Phone: (205) 345-7323  
Email: [Info@tuscaloosarealtors.com](mailto:Info@tuscaloosarealtors.com)

**BROKER APPLICATION FORM**

**PLEASE ATTACH A COPY OF YOUR REAL ESTATE LICENSE WITH THE APPLICATION FORM**

I am a licensed Real Estate Broker under Alabama Law, and I hereby apply for participation in the multiple listing services of the West Alabama Multiple Listing Service.

1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

4. Broker Name: \_\_\_\_\_

5. Firm Name: \_\_\_\_\_

6. Firm Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

7. Firm Phone: \_\_\_\_\_

8. Last Four Digits of SSN: \_\_\_\_ \_

9. Real Estate License Number: \_\_\_\_\_

10. Email Address: \_\_\_\_\_

11. No Refund: I understand that should this application be canceled or withdrawn I will not be entitled to a refund.

12. I understand that participants who are not members of an Association of REALTORS® are not entitled to use the term REALTOR®. Non-Member Participants must abide by the Rules and Regulations of WAMLS as adopted or amended from time to time; this includes the participation in a hearing due to violations of the Rules and Regulations and also the duty to arbitrate business disputes with other WAMLS participants. Non-Member Participants are not entitled to vote; to serve as an officer or director; or on any committee; to receive discounts on any WAMLS or to participate in or have a voice in the administration of the West Alabama Multiple Listing Service, Inc.

13. I am enclosing with this application my fees and agree to pay such fees as they may change from time to time so long as I am a member of the West Alabama Multiple Listing Service, Inc. Fees are to be paid on annual basis. If not paid by the due date each licensee is subject to late fees as well as reinstatement fee. Failure to pay dues will result in the Termination of membership. I understand that application fees and dues are non-refundable.

14. I acknowledge receipt of a copy of the Rules and Regulations of the West Alabama Multiple Listing Service, Inc., and agree to abide by such Rules and Regulations as they exist and may from time to time be amended.

15. I understand that West Alabama Multiple Listing Service Orientation is a requirement of membership and must be completed within 180 days.

16. I have attached a list of all active agents licensed with my firm in the State of Alabama.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



The Tuscaloosa Association of REALTORS®, INC.

2007 Paul Bryant Drive Tuscaloosa, AL 35401

Telephone: (205) 345-7323 Fax: (205) 345-7917

**REALTOR® ASSOCIATION MARKETING CONSENT FORM**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

I understand that by providing above my mailing address (es), email address (es), telephone number (s), cell number(s), and fax number (s), I consent to receive communications sent from the Tuscaloosa Association, Alabama Association, and the National Association of REALTORS® via U.S. mail, telephone, or facsimile at those number(s)/location (s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## West Alabama Multiple Listing Service, Inc.

2007 Bryant Drive • Tuscaloosa, AL 35401  
Telephone: (205) 345-7323 • Fax: (205) 345-7917

### NEW COMPANY MEMBERSHIP APPLICATION

Qualifying Broker: \_\_\_\_\_

Company Real Estate License #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Company Email: \_\_\_\_\_

I agree, as a condition of membership, to complete the Association Indoctrination Course within the first two offerings of this course, following my acceptance as a member. I further agree to thoroughly familiarize myself with, and to abide by the Code of Ethics of the National Association of REALTORS®.

I authorize the Association, through its Membership Committee or otherwise, to receive information and comment about me from any Member or other person, and I agree that any such information and comment furnished to the Association shall be privileged and shall not form the basis of any action by me for slander, libel, or defamation of character.

I agree to abide by the Constitution and Bylaws of the Tuscaloosa Association of REALTORS®, the National Association of REALTORS®, and the Alabama Association of REALTORS®. I further agree to abide by the Rules and Regulations of the Multiple Listing Service if I elect to use the service.

I certify that the information furnished by me in this application is true and correct, and I agree that failure to provide complete and accurate information or any misstatement of fact shall be grounds for revocation of my membership, if granted. I understand that all application fees and dues are non-refundable.

\_\_\_\_\_  
Signature of Qualifying Broker

Date \_\_\_\_\_

## Broker's Verification Form

I have reviewed the attached application for:  
(check all that apply)

- ☐ **Tuscaloosa Association of REALTORS®**
- ☐ **West Alabama Multiple Listing Service, Inc.**

Filed by \_\_\_\_\_, salesperson with my firm, and hereby certify that all information is complete and, to the best of my knowledge, true and correct.

Brokers Please Note:

**Article X of the Tuscaloosa Association of REALTORS® Bylaws states:** The annual dues of each Designated REALTOR® Member shall be in such amount as established annually by the Board of Directors, plus an additional amount to be established annually by the Board of Directors times the number of real estate salespersons and licensed or certified appraisers who (1) are employed by or affiliated as independent contractors, or who are otherwise directly or indirectly licensed with such REALTOR® member, and (2) are not REALTOR® members of any Association in the state or a state contiguous thereto or Institute Affiliate members of the Association. In calculating the dues payable to the Association by a Designated REALTOR® member, non-member licensees as defined in (1) and (2) of this paragraph shall not be included in the computation of dues if the Designated REALTOR® has paid dues based on said non-member licensees in another Association in the state or a state contiguous thereto, provided the Designated REALTOR® notifies the Association in writing of the identity of the Association to which dues have been remitted. In the case of a Designated REALTOR® Member in a firm, partnership, or corporation whose business activity is substantially all commercial, any assessments for non-member licensees shall be limited to licensees affiliated with the Designated REALTOR® (as defined in (1) and (2) of this paragraph) in the office where the designated REALTOR® holds membership, and any other offices of the firm located within the jurisdiction of this Association.

**Article 4, Section A, 1 of the Bylaws of the West Alabama Multiple Listing Service, Inc.:** All Licensees or certificate holders affiliated with the Participant and Participant's firm shall also place membership in the Service. Licensees are defined as a licensed real estate agent, REALTOR®, or Appraiser who solicits one or more listings, shows or sells one or more houses, runs one ad, or appraises one house. However, Participants in real estate firms have the option of signing a no-cost waiver of MLS fees, dues, and charges for any licensee who can demonstrate subscription to a different MLS where the principal broker participates. The WAMLS will require the Fee-Waived Subscriber/Licensee and their Broker Participant to sign a Subscription Fee Waiver Agreement and Certification of Non-Use of the WAMLS services. Any violation of the Subscription Fee Waiver Agreement and Certification of Non-Use will result in a \$2,500.00 fine to the Fee-Waived Subscriber/Licensee and the Broker Participant and revocation of the waiver. (Amended 11/23)

The Annual WAMLS Dues for each Participant and Subscriber shall be in such amount as established annually by the WAMLS Board of Directors. Annual WAMLS dues invoices will be emailed to each individual Participant or Subscriber of the WAMLS no later than July 1 of each year. Annual WAMLS Dues are due and payable on July 15. Participant agrees to certify all licensees in Participant's firm to the Service. In the event Annual WAMLS Dues of any Participant or Subscriber are not paid on or before July 15, then such Participant or Subscriber shall be made Inactive in the Service until payment is received. Furthermore, if a Participant (Qualifying Broker) does not pay its Annual WAMLS Dues by July 15, all licensees in the Participant's Firm shall be made Inactive in the Service until payment is received. In order for a Participant or Subscriber to be reactivated in the Service, all past due Annual WAMLS Dues must be paid in full plus a reactivation late fee of \$100.00. (Amended 1/23)

Licensees affiliated with the Participant shall be subject to these Bylaws and WAMLS Rules and Regulations. A Secondary Participant or Subscriber (a member of a separate MLS) shall pay the same Annual WAMLS Dues as a Primary Participant or Subscriber. (Amended 4/05)

Participant (Qualifying Broker) agrees to notify the service of any changes to Subscribers (Licensees) with the Participant's Firm not later than ten (10) business days of said change, including providing an executed WAMLS Subscription Fee Waiver Agreement if applicable. Failure to do so will result in inactivation of Participant and Participant's Firm in WAMLS until written notice is received. (Amended 5/21)

Brokers Name: \_\_\_\_\_

Brokers Signature: \_\_\_\_\_

Firm Name: \_\_\_\_\_



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[www.tuscaloosamls.com](http://www.tuscaloosamls.com)  
[info@tuscaloosarealtors.com](mailto:info@tuscaloosarealtors.com)

## **HOW TO AVOID COMMON WAMLS VIOLATIONS AND FINES – PLEASE READ THE FOLLOWING:**

For failure to abide by WAMLS Bylaws and Rules and Regulations, the Subscriber will be assessed as per below. Fines are cumulative on a per listing/per offense basis. Subsequent violations within a one (1) year period are subject to the escalated fines listed herein. These items and fines are subject to change as directed by the Board of Directors of the West Alabama Multiple Listing Service. WAMLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of the WAMLS Rules and Regulations.

Failure to pay fines within 30 days results in automatic review by WAMLS Board of Directors.

### **UNAUTHORIZED ACCESS – MISUSE OF MLS INFORMATION**

**1<sup>st</sup> Violation: \$1000 Fine; 2<sup>nd</sup> Violation: \$2000 Fine;**

**3<sup>rd</sup> Violation: Hearing Before the WAMLS Board of Directors**

- Providing WAMLS access to any unauthorized party (any non-WAMLS Participant)
- Including a Licensed Agent who is not an Active WAMLS Participant in a listing published in the WAMLS
- Inputting a listing of a non-WAMLS Participant into the WAMLS
- Filing a false WAMLS Membership Application
- Reproducing and Distributing unauthorized portions of the WAMLS Database
- Unauthorized computer download or transmission of WAMLS Data
- Use of WAMLS Data for other than the intended/permitted purposes
- Violating IDX rules
- Violating VOW rules
- Providing Lockbox system usage/ access to any unauthorized individuals (including but not limited to, the public, service providers, lenders, etc.). Lockbox system service will be terminated and Participant WILL NOT be assigned any form of Lockbox system service for duration of WAMLS membership
- Providing Lockbox system usage/ access to any Licensee other than the Assigned User
- Providing unauthorized access to a listed property

### **DATA INTEGRITY – MANIPULATION OF WAMLS CONTENT REVIEW BY WAMLS BOARD OF DIRECTORS**

- Failure to properly specify or intentional manipulation of listing location information, including but not limited to:
  - Property Type
  - City
  - MLS Area/MLS GEO Map
  - County
  - Address
  - 5 Digit Zip Code
- Manipulation of property history and/or Days-On-Market information

## LOADING LISTINGS AND REPORTING CHANGES BY DEADLINE

**1<sup>st</sup> Violation: \$250; 2<sup>nd</sup> Violation: \$500;  
3<sup>rd</sup> Violation: Hearing Before the WAMLS Board of Directors**

- Failure to maintain current, accurate WAMLS Participant/Subscriber email address
- Failure to notify the WAMLS of termination, transfer, addition or inactivation of a Licensee under the Participant's license within 10 business days
- Listing not loaded within 72 hours (excluding weekends and holidays) after seller's signature obtained
- Listing status changes not reported within 72 hours (excluding weekends and holidays)
- Failure to enter accurate information in a required field
- Failure to provide documentation within 24 hours (excluding weekends and holidays) after requested by WAMLS Staff
- Failure to specify a listing as a Limited Service Listing
- Failure to provide the full gross listing price as listed in Listing Agreement
- Failure to report closed sales within 72 hours after occurring (excluding weekends and holidays)
- Reporting a closed sale or a sale price of a "For Sale By Owner" (FSBO) and properties sold before listed more than 30 days after closing

## DATA INTEGRITY

**1<sup>st</sup> Violation: \$500 Fine; 2<sup>nd</sup> Violation: \$1000 Fine;  
3<sup>rd</sup> Violation: Hearing Before the WAMLS Board of Directors**

- Posting a listing on WAMLS without having a signed listing agreement
- Assisting a buyer with preparing or submitting an offer to purchase without having a written buyer agreement
- Violating the Clear Cooperation rule set forth in Section 1.01 of the WAMLS Rules and Regulations
- Off Market/Pocket Listings – withholding a valid listing from the WAMLS without a signed Seller Opt-Out Form
- Placing URLs, showing instructions, Open House information, access codes, lockbox combinations, photos, or contact information in the Public Remarks Field or Directions Field. This includes, but is not limited to, names, phone numbers, email addresses, websites, logos, service provider information, and the words "FSBO" or "For Sale By Owner."
- No photo – a minimum of one photo that is property specific is required
- Entering incorrect Selling Agent or sale price information when closing a listing
- Entering any data in a knowingly and willful manner to subvert the Matrix MLS Listing Data Checker
- Entry of inaccurate or non-text information (ex. watermarks, logos) anywhere in a listing
- Use of any data field for a purpose other than its intended use
- Use or reuse of any photograph or remarks without proper authorization, including on social media
- Inappropriate/inaccurate photos, virtual tours, and videos
- Photos, Virtual Tours, and Video Images containing text or embedded links
- Branded Slide Shows, Virtual Tours ("VTs") or Videos (Agent, Office, or Company Information). VT must contain the letters "WAMLS" or be "unbranded" or "non-branded" in the URL.
- Failure to disclose Brokerage Representation
- Advertising a listing filed with the WAMLS without written permission (does not apply to IDX or syndication through WAMLS approved providers)
- Extending a listing without written authorization of the seller
- Failure to secure seller(s), broker, or office manager written authorization
- Use of Showing Service remarks for other than intended use
- Listing any offer of or amount of compensation, percentage of sale price commission, or bonus compensation, proposed for any Broker related to the sale or lease of a listed property in the WAMLS, including but not limited to listing the same in Public or Agent Remarks.

**In accordance with the National Association of REALTORS® Standards of Conduct for MLS Participants, a penalty not to exceed \$15,000 may be imposed for violations of WAMLS Rules or other WAMLS governance provisions.**

**NOTE: Brokers are responsible for all Agents/Teams or Office Administrators who have add/edit capabilities and are subject to fines and discipline for WAMLS violations.**

**Listing agents are responsible for unlicensed assistants or authorized team members who add/edit listings on their behalf.**

**\* Fines not paid within 30 days will be subject to additional fines and/or suspension of WAMLS Services.**

WAMLS Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## NEW MEMBER ORIENTATION ACKNOWLEDGEMENT

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### I HAVE READ, UNDERSTAND, AND AGREE TO THE FOLLOWING STATEMENTS:

1. I agree I will complete the National Association of REALTORS® (NAR) online New Member Code of Ethics Training within thirty (30) days of submitting my completed paperwork to join the Tuscaloosa Association of REALTORS®.

\_\_\_\_\_  
Initials

2. I agree I will attend the required New Member Orientation within 180 days or two (2) consecutive orientations of joining the Association and understand that failure to attend will result in the termination of my Provisional Membership in the Association. I will have to reapply for REALTOR® membership in the Association should I fail to attend New Member Orientation within the above timeframe.

\_\_\_\_\_  
Initials

3. I agree that if I fail to complete the mandatory New Member Orientation, the online New Member Code of Ethics Training and Fair Housing Training within the required time period my membership with the Tuscaloosa Association of REALTORS® will automatically terminate.

\_\_\_\_\_  
Initials

4. I agree that all dues and fees are non-refundable and termination of my Association membership and WAMLS access for failure to complete the online New Member Code of Ethics Training and New Member Orientation within the required time period does not entitle me to a refund.

\_\_\_\_\_  
Initials

Member Name (Print): \_\_\_\_\_

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_



AFFIDAVIT OF COMPLETION OF TRAINING COURSE  
(CORELOGIC MATRIX)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned \_\_\_\_\_, being duly sworn, does hereby certify, affirm and state the following:

I, \_\_\_\_\_, completed the online training course for Corelogic Matrix on \_\_\_\_\_, 20\_\_\_\_. The training course for Corelogic Matrix consisted of a \_\_\_\_\_ hour online video training course provided by Corelogic. I acknowledge and affirm that the West Alabama Multiple Listing Service ("WAMLS") requires completion of this online training course for the issuance of login and authorized user credentials for my account on Corelogic Matrix. Further, I acknowledge and affirm that WAMLS has limited capacity to provide further training, customer service, or "help desk" service, other than maintenance of access to my account by providing and maintaining login credentials with Corelogic Matrix, and that all other customer service and "help desk" services are provided by Corelogic Matrix. I understand that my access, including login credentials, to Corelogic Matrix is limited exclusively to use of Corelogic Matrix that is consistent with the Rules and Regulations of WAMLS and any and all customer or license agreements required by Corelogic Matrix and that violations of any of the Rules and Regulations of WAMLS or any customer or license agreements of Corelogic Matrix may result in the suspension or termination of my access and login credentials. I acknowledge and affirm that WAMLS has made no representations and given no warranties as to Corelogic Matrix, and that WAMLS gives no representations, guaranties or warranties as to any aspect of Corelogic Matrix. In consideration of WAMLS providing access and login credentials for my access and use of Corelogic Matrix, I agree to indemnify and hold WAMLS and its agents, officers, directors, employees, and members harmless for all claims, suits, and damages arising out of or related in any way to my use of Corelogic Matrix in a manner inconsistent with the Rules and Regulations of WAMLS or any customer or license agreements of Corelogic Matrix.

Done this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Corelogic Matrix WAMLS Participant)

\_\_\_\_\_  
(Print name)

Acknowledged before me \_\_\_\_\_, a notary public for \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## LOCKBOX SUBLEASE AND ACCESS AGREEMENT

This Lockbox Sublease and Access Agreement (“Sublease” or “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) between the Tuscaloosa Association of REALTORS® (“TAR”) and \_\_\_\_\_ (“Licensee”).

TAR has contracted under a separate agreement (the “Lease”) with SentiLock, LLC (“SentiLock”) for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System (“Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (“Lockbox”) and access to SentiKey® and SentiConnect® apps for management of Lockbox access and administration. TAR offers to sublease the Lockbox System to Licensee pursuant to the following:

1. **Sublease; Access.** As of the Effective Date, TAR shall (a) sublease to Licensee, and Licensee shall sublease from TAR Lockbox(es), and (b) grant to Licensee access to the Lockbox System.

2. **Term.** The term of this Sublease shall begin on the Effective Date and shall terminate on the earlier of: (i) termination of the Lease; (ii) the Licensee terminates membership with the TAR; (iii) TAR terminates this Agreement as provided in Section 4; or (iv) the Licensee terminates this Agreement with written notice to TAR.

3. **User Fee; Payment.** Licensee shall pay to TAR a User Fee annually on or before August 31<sup>st</sup> for the Lockbox in the amount published by TAR annually, or as otherwise determined by the Board of Directors of TAR. TAR shall invoice Licensee annually in the month of July. If Licensee fails to pay the User Fee by the due date stated on the invoice, TAR shall assess a late penalty and de-activate Licensee’s access to the Lockbox System until the fees and late penalty are paid in full.

4. **Use.** Licensee’s use of the Lockbox shall be strictly in accordance with the provisions of the TAR Policy Manual, the Rules and Regulations of the West Alabama Multiple Listing Service (“WAMLS”), and the terms of the Lease (collectively, the “Lockbox Policies”). In addition, Licensee agrees to the following:

(a) Licensee shall keep the Lockbox in good condition and will be responsible for the cost of any repairs to the Lockbox or the replacement cost of the Lockbox;

(b) The Lockbox System will only be used for the purposes of the marketing for sale or lease of real property;

(c) Licensee will not share, loan, or allow a third-party to access the Lockbox or Lockbox System, except as consistent with the Lockbox Policies.

(d) Licensee shall not sublease or assign its rights under this Sublease or its rights with regard to the Lockbox System;

(e) Licensee shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes.

TAR may terminate this Agreement and revoke Licensee’s access to the Lockbox System if Licensee violates any material provision of this Agreement, including, but not limited to, the use provisions stated above:-

5. **Indemnification.** Licensee hereby agrees to indemnify and hold TAR, and all of its respective officers, directors and employees, and WAMLS, and all of its respective officers, directors and employees, harmless from any and all loss, cost, expense, claims or demands whatsoever by or against TAR and all of its respective officers, directors and employees, or WAMLS and all of its respective officers, directors and employees resulting from loss, use, or misuse of the Lockbox 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 Lockbox System. The Licensee shall promptly notify TAR of any claim, and cooperate fully in defending or settling any claim.

6. **Ownership.** The Lockbox and Lockbox System are, and shall at all times be and remain, the sole and exclusive property of TAR and SentiLock. The Licensee will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement. Licensee is prohibited from selling, assigning, distributing, providing unauthorized access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the Lockbox or Lockbox System or any portion or element thereof.

7. **Condition; Return.** Upon the termination of this Sublease, Licensee shall return the Lockbox to TAR in a similar condition as it existed prior to this Sublease, normal wear and tear excepted. Licensee shall bear the entire risk of loss and damage to the Lockbox from any and every cause whatsoever. TAR may recall a Lockbox at any time in its discretion upon written notice to Licensee. If Licensee fails to return a Lockbox as required by this Agreement, TAR shall assess the total replacement cost of a Lockbox to Licensee.

8. **Updates to this Sublease.** The terms of this Sublease agreement are subject to modification by the Board of Directors of TAR and the parties hereto agree to be bound by the terms of this agreement as modified and published from time to time by TAR.

9. **Miscellaneous.** This Sublease shall be governed by the laws of the State of Alabama. All actions arising out of or related in any way to this Agreement or the Lease shall be brought before a court of competent jurisdiction sitting in Tuscaloosa County, Alabama without a jury. Time shall be of the essence with regard to the obligations under this Sublease. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire Agreement. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement. Any term used in this Sublease which begins with an initial capital letter and is not defined herein shall have the same meaning attributable to that term in the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

TUSCALOOSA ASSOCIATION OF REALTORS®

LICENSEE

By: Shay Lawson  
Its: CEO  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**West Alabama Multiple Listing Service, Inc.**  
**Multiple Listing Service (MLS) Subscription Fee Waiver Agreement**

**SUBSCRIPTION FEE WAIVER**

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 West Alabama Multiple Listing Service ("WAMLS") Subscription Fees, provided such Waiver Applicant(s) continuously satisfies the following requirements:

1. Waiver Applicant(s) already subscribes to a different MLS where their Principal Broker is a MLS Participant.
2. Waiver Applicant(s) does not, and will not, use the WAMLS services and content, including, but not limited to:
  - a. Accessing current listing data, comp and statistical information/reports, and MLS data feeds.
  - b. Have access to or use WAMLS products and affiliated services available only to authorized WAMLS Subscribers affiliated with the WAMLS Participant (i.e. Instantet, CRS Data, Lockbox system, ShowingTime).
  - c. Be a party to a listing agreement, a buyer agency agreement, or named as a listing agent or selling agent on a Purchase Agreement for a property listed in the WAMLS.
  - d. Possess, control, or use the Lockbox system, including keys to enter, view, or show property that is listed in the WAMLS.
  - e. Transact any business listing, selling, or showing residential or commercial properties utilizing any data accessed directly from the WAMLS.
  - f. Use WAMLS data on an IDX or VOW website identified as the Waiver Applicant's site or page.
  - g. Use WAMLS data in an automated valuation product or tool in any product or service identified as coming from the Waiver Applicant.
3. Waiver Applicant is NOT part of a designated real estate "Team" where one of more of the other Team members are Subscribers to the WAMLS.
4. WAMLS Participant/Principal Broker must verify Waiver Applicant's(s) subscription to a different MLS. Verification methods include, but are not limited to: (a) invoices, (b) receipts, (c) letters of good standing, or (d) any other documentation that can demonstrate that subscription is held in another MLS.

**CERTIFICATION OF BROKER PARTICIPANT**

I, \_\_\_\_\_ (Qualifying Broker Participant) subscribe to \_\_\_\_\_  
MLS service(s) in addition to the WAMLS.

I certify that the Waiver Applicant(s) named herein is/are affiliated with me and my brokerage and meets the above requirements, and therefore, is/are eligible for a waiver of WAMLS Subscription Fees. I understand that I will need to supply an additional signed Subscription Fee Waiver for any future Waiver Applicant(s) within **10 calendar days**. Further, I agree to notify the WAMLS within **10 calendar days** if any Wavier Recipient becomes ineligible for a waiver. Simultaneously with such notice to the WAMLS, I will either (a) sever the agent from this office, or (b) inform the agent that he/she must subscribe to the WAMLS within **5 business days** of the notification. Such affirmative notice, and the subsequent completion of (a) or (b) 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 set forth herein shall result in the automatic revocation of the Subscription Fee Waiver from the individual Waiver Recipient. I, as the Participant Broker, will be in violation of the WAMLS Rules and Regulations and will be assessed all applicable WAMLS annual dues back to the date of this Subscription Fee Waiver, the one-time application fee, and a fine of \$2,500.00 per occurrence for unauthorized use of the WAMLS. I am aware that the WAMLS may employ automated detection systems and technology services to track log-ins and determine access sharing. **I acknowledge that if payment of all dues, fees and fines are not paid within thirty (30) days of the due date, all WAMLS benefits for myself, as Broker Participant, and all Subscribers associated under my participation will be suspended until paid in full.**

Qualifying Broker Participant's Signature: \_\_\_\_\_

Broker Participant's Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*This Subscription Waiver is valid only for the Waiver Applicant(s) and Broker Participant listed herein. If the Waiver Applicant(s) transfers to a different Brokerage, this Subscription Fee Waiver becomes void and the Waiver Applicant is required to reapply for the Subscription Fee Waiver under the new Qualifying Broker Participant.**

## WAIVER OF INDIVIDUALS AFFILIATED WITH MLS BROKER PARTICIPANT

(This form must be filled out fully by the Qualifying Broker Participant. The WAMLS will respond to the Qualifying Broker Participant with “Approved” or “Denied” confirmation.)

[illegible]