



WAIVER OF MLS SUBSCRIPTION FEES FOR AFFILIATED LICENSEES, BROKERS, AND APPRAISERS

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

1. Waiver Applicant(s) already subscribes to a different MLS where their Responsible REALTOR®/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 NWBOR MLS products and services available only to authorized NWBOR MLS Subscribers affiliated with the Responsible REALTOR®/Broker (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 NWBOR MLS Subscription Fee(s).

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

Further, I agree to notify the NWBOR 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 NWBOR MLS **within 3 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 NWBOR MLS Subscription Fees, retroactive to the beginning of the current billing year or the date of this Waiver Form (whichever is less), plus a **\$250.00** 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 NWBOR MLS invoice, will result in the NWBOR MLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

As the Responsible REALTOR®/Broker (Participant), I further understand (please initial):

- Waiver Applicant(s) listed below is/are **NOT** a listing agent for any active listing filed with the MLS; Waiver Applicant(s) do **NOT** possess, control, or use the MLS's lockboxes, including keys to enter, view, or show property that is listed in the NWBOR MLS; Waiver Applicant(s) is/are **NOT** part of a designated real estate "Team" where one or more of the other Team members are subscribers to the NWBOR MLS
- The Responsible REALTOR®/Broker (Participant) has attached verification of 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.

