

MLSCO SUBSCRIPTION WAIVER APPLICATION

The individual(s) named on this form is employed by or affiliated as an independent contractor with a Participant in the Multiple Listing Service of Central Oregon (MLSCO). Payment of MLSCO subscription fees shall be waived upon certification that the individual does not have access to, nor use of, the MLSCO system, and upon verification of their subscription to another MLS or Commercial Information Exchange ("CIE").

Such waiver shall be valid through December 31, _____, provided that the waived individual(s) currently satisfies and continues to satisfy **ALL** of the following requirements. The waived individual:

1. Is not a listing broker for any active listings in the MLSCO system.
2. Does not possess, control, or use any MLSCO key box access device to enter, view, or show any property that is listed in the MLSCO system.
3. Does not directly or indirectly access, or use in any manner whatsoever, the listing information stored in the MLSCO system. Such access and use includes, but is not limited to
 - a. Direct access or use of the MLSCO system; and
 - b. Use of other services or devices provided by MLSCO or its affiliated or licensed vendors/suppliers that permit access to, and use of, any listing information from the MLSCO system.
4. Does not use, directly or indirectly, in any manner whatsoever, information from the MLSCO system to
 - a. List properties for sale or lease;
 - b. Identify or locate properties for any potential buyers or lessees; or
 - c. Participate in listing or sales activities requiring licensure for any properties listed in the MLSCO system.
 - d. Is not part of a designated real estate "team" where one or more of the other team members are subscribers to the MLS.
 - e. Maintains an active subscription with another MLS or CIE.

Participant Certification

By my signature below, I certify that the individual(s) named herein is affiliated with my firm, meets all the listed requirements, and is therefore eligible for a subscription waiver.

I understand that I will need to provide an additional signed Subscription Waiver Application for any future waiver applicants.

I understand that violation of any of the conditions of this waiver will result in automatic revocation of this waiver for the individual recipient, I agree to pay MLSCO subscription fees, retroactive for one billing year or to the date MLSCO service was first waived, whichever is less, plus a \$1,000 non-compliance fee for each waiver recipient that has his or her waiver revoked within seven (7) calendar days after the waiver recipient becomes ineligible for this waiver. I acknowledge that failure to pay the amounts owed by the due date will result in the MLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

I agree to notify MLSCO within (2) business days if any waived individual affiliated with me becomes ineligible for a waiver. Simultaneously with such notice, MLSCO, I will either

- a. Immediately inform the licensee that they must subscribe to MLSCO within two (2) business days and pay the applicable retroactive fees; OR
- b. Sever the firm's relationship with the licensee.

An affirmative notice to MLSCO and the subsequent completion of either option in the previous paragraph shall not constitute a breach of this agreement and shall therefore not incur the non-compliance fee.

