

Multiple Listing Service
South Padre Island Board of REALTORS®
WAIVER OF MLS SERVICES

The Participant of the Service shall be exempt from payment of Multiple Listing subscription (MLS) fees for any individual(s) eligible for a waiver and named in this Subscription Waiver.

An individual is eligible for a waiver if he or she satisfies the following four requirements: (1) the individual is not a listing agent for any active listing included in the MLS; (2) the individual does not access or use in any way whatsoever the MLS or the listing information from the MLS; (3) the individual is not named anywhere in the MLS, including but not limited to the agent remarks section; (4) does NOT possess, control, or use the MLS's lockboxes, including keys to enter, view, or show property that is listed in the MLS; (5) Applicant is NOT part of a designated real estate "Team" where one of more of the other Team members are subscribers to the MLS; and (6) the individual is a subscriber to a different MLS or commercial information exchange.

This Waiver shall be effective immediately upon receipt by the MLS and shall remain in effect until the individual becomes an active subscriber, uses the MLS or its information in any way, or subsequently fails to satisfy the eligibility requirements. If any of these occur, the waiver for that individual will be automatically revoked.

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 10 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 10 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 \$ 500 non-compliance fee for each waiver recipient that has his or her waiver revoked, within 30 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.

Name of Individual	License Number	Subscribing MLS

Attach additional sheets as necessary.

Signature of MLS Participant

Date Typed Name of MLS Participant