

**Multiple Listing Service (MLS) WAIVER Certification of NON-USE**

**PISMO COAST ASSOCIATION OF REALTORS®, INC.**

The broker Participant of this Service shall be exempt from payment of Multiple Listing fees for any licensee employed by or affiliated as an independent contractor with the Participant who does not have access to or utilization of the Service (including but not limited to the computer program, lockbox key). The exemption for any licensee shall automatically be revoked upon the licensee's utilization of the MLS Service in any manner.

*Such exemption shall be effective on \_\_\_\_ January 1, 2011 OR \_\_\_\_\_ (Alternate Date) and ending on December 31, 2011.*

**CERTIFICATION OF LICENSEE AFFILIATED WITH BROKER PARTICIPANT:**

I, (licensee/salesperson name) \_\_\_\_\_, associated with

\_\_\_\_\_  
PRINT (Name of Broker)

\_\_\_\_\_  
PRINT (Name of Office)

do not utilize the Multiple Listing Service in any way at any time, and understand that if I should utilize the Multiple Listing Service (including but not limited to the MLS database, lockbox key, marketing listings thru MLS, collecting commission on listings marketed thru MLS) at any time, the Participant with whom I am affiliated is obligated to pay an additional MLS licensee fees. I understand that if I am found in violation of this Waiver agreement, my broker will be billed MLS fees for the full amount of the quarter in which I am found in violation, and is also subject to an additional penalty as described below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature of Licensee** affiliated with Broker Participant

**CERTIFICATION BY BROKER PARTICIPANT AS TO LICENSEES CERTIFICATION ABOVE:**

I agree that if \_\_\_\_\_ (PRINT Licensee Name) utilizes the Multiple Listing Service in any way as described above at a future date, I will notify the Multiple Listing Service and pay the required fees. I understand that if this licensee is found in violation of this Waiver agreement, I will be charged MLS service fees for him/her for the full amount of the quarter in which he/she is found in violation. I also understand that in addition to this service fee, sanction may be imposed by the Pismo Coast Association of REALTORS® Board of Directors as specified in the MLS Rules and California Code of Ethics and Arbitration Manual which may include a fine not to exceed \$2,500. **If payment of all fees due are not paid within 30 days of the due date, all MLS service to the broker participant will be discontinued until paid in full.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature of MLS Broker** Participant