

Kern River Lake Isabella Board of REALTORS®
**MLS Subscription Waiver
And Certification of Non Use**

In order to comply with the National Association of REALTORS® "MLS of Choice" policy, Kern River Lake Isabella Board of REALTORS® (MLS Entity), which operates and controls the Lake Isabella MLS Service (KRLIBOR MLS) provides a no-cost waiver of MLS fees to _____ (Participating Principal Broker)

and individual(s) with whom any Participating Principal Broker has broker-salesman relationship agreements as required by section 2726 of the Commissioner's Regulations so long as such exempted individual(s) meet **ALL** of the following conditions and requirements:

1. Exempted individual(s) and Participating Principal Broker belong to another REALTOR controlled MLS Service:
 - Must be documented upon request by KRLIBOR by letter of good standing (annually).
2. Exempted individual(s) do NOT use KRLIBOR MLS either directly or indirectly in any way. "Use of This MLS" by exempted agents includes but is not limited to:
 - Logging in to This MLS using another agent's MLS login credentials.
 - Having an MLS participant do any type of specific search in the MLS for an exempted agent.
 - Obtaining MLS listing information from an MLS member on any listing where the agent providing the data is not the listing agent (including on screen, printouts, email, or verbally).
3. Exempted individual(s) are NOT a listing agent or listing co-agent for any active listing filed with KRLIBOR MLS.
4. Exempted individual(s) are NOT a Buyer's Agent or Co-Buyer's agent for a buyer who is purchasing any active listing filed with KRLIBOR MLS.
5. Exempted individual(s) do NOT possess, control, or use the MLS's lockboxes, including keys to enter, view, or show property that is listed in the KRLIBOR MLS.
6. Exempted individual(s) are NOT part of a designated real estate "Team" where one of more of the other Team members are subscribers to the KRLIBOR MLS.

Certification by Participating Principal Broker:

1. I agree to register with the KRLIBOR MLS and guarantee payment for all agents who are affiliated with me who do NOT meet ALL of the above requirements prior to any actions by exempted individual(s) that would disqualify them for this exemption.
2. I agree to guarantee payment to MLS Entity for each licensee affiliated with me that is registered with KRLIBOR MLS as long as such individual(s) are members of KRLIBOR MLS or for a period of at least 1 year from the date the individual was registered with KRLIBOR MLS (whichever is greater).
 - There is a one-time office fee of \$250 for this Certificate of Non-use and a one-time agent fee of \$300 for each agent added to the MLS as a registered member participant in addition to the other MLS fees.
3. I agree to provide to MLS Entity a list of all licensed agents affiliated with me who are not registered as members of KRLIBOR MLS annually or upon request from MLS Entity along with a letter of Good standing from the primary MLS confirming that such individuals are current members in Good standing of that MLS.
4. If any individual who is affiliated with me or my office fails to meet the qualification conditions and requirements above before registering as an MLS participant of KRLIBOR MLS, I agree to pay a penalty fee of \$500 to MLS Entity for each such individual who has violated or caused me to violate the terms of this certification on non use, and I agree to promptly register and pay for said individual(s) for a period of at least 1 year or terminate my affiliation with said individual(s).
5. I understand that my right to participate in KRLIBOR MLS is subject to this agreement at all times. If I fail to abide by all of the terms of this agreement or if I fail to pay all fines and fees resulting from any violations of this agreement as determined solely by the MLS Entity, it may result in the suspension or termination of my access to KRLIBOR MLS including MLS access to all registered agents that are affiliated with me.

Participating Principal Broker Signature

Broker & Company Name

Date

Notice: Participating Principal Broker is advised to have each licensed broker or agent that is exempt from payment under this agreement and affiliated with Participating Principal Broker sign a separate agreement with Participating Principal Broker acknowledging the obligations created by this agreement and agreeing to reimburse Participating Principal Broker for any fines caused by the actions of the agent that might cause a violation of this agreement.