

WEST PENN MULTI-LIST, INC.
RULES AND REGULATIONS
HOME INSPECTORS

The West Penn Multi-List, Inc. is committed to providing innovative and cost effective Multiple Listing Service for all subscribers. A special level of subscribership is available for Home Inspectors. This type of subscribership is known as the Affiliate Subscribership. The West Penn Multi-List strives to protect the integrity of the lock box and key system while continuing to recognize that the listings are the property of the Subscribing Broker. The following Rules shall apply to all Home Inspectors who become Subscribers of the West Penn Multi-List:

Section 1. Definitions.

- 1.1 Affiliate Subscribership. This term shall refer exclusively to Home Inspectors, and this level of subscribership shall have limited access to the services of the West Penn Multi-List, Inc.
- 1.2 Service. This term shall relate exclusively to the West Penn Multi-List, Inc.
- 1.3 Home Inspector. Those who apply for and become Affiliate Subscribers while engaged in the profession of Home Inspector.

Section 2. Affiliate Subscribership Requirements.

- 2.1 Qualifications: The applicant is required to be a Certified Home Inspector as that term is defined in the Commonwealth of Pennsylvania. Applicant must provide proof that they have satisfied these requirements prior to the application being submitted. This proof shall include satisfaction of the requirements of the Pennsylvania Trade Practices Act known as Act 114 of 2000. The applicant shall be a full member of the National Association of Certified Home Inspectors or another national home inspector organization as defined by the Act. These requirements require the Home Inspector to carry both Errors and Omissions and Liability insurance coverage. Proof of such insurance is required with the application. Said policies shall carry limits of at least \$100,000 per occurrence and \$500,000 in the aggregate, with deductibles of not more than \$2,500, and the applicant agrees to not let this insurance lapse at any time during the period of subscribership.
- 2.2 The applicant is required to produce documentation that Liability Insurance exists of no less than \$1,000,000 and agrees that the insurance shall remain in place throughout the entire period of Subscribership with West Penn Multi-List, Inc. named as additional insured.
- 2.3 Each individual who is affiliated, employed by, or engaged as a contractor with said applicant is required to appear on the E&O and liability insurance policies of said applicant, and supporting documentation is required.

- 2.4 The holder of the Affiliate Subscribership shall be responsible for each individual affiliated, employed by, or engaged as a contractor with the applicant and the Affiliate Subscriber.

Section 3. Application Process.

- 3.1 The applicant is required to complete an application and provide all requested documents including those documents necessary to verify the appropriate insurance coverage is in place. Applicant shall list the West Penn Multi-List, Inc. as an additional insured on their policies of insurance.
- 3.2 Along with the application, the current Initial Fee is due and payable. The amount of this fee shall be established by the Board of Directors of the West Penn Multi-List, Inc., and the amount of the fee may change from time to time.
- 3.3 The applicant is required to submit a list of affiliated home inspectors, employees and/or contractors and to provide proof of coverage on the applicant's E&O and liability insurance policies. The applicant agrees to indemnify and to hold the West Penn Multi-List, Inc. harmless from all actions, errors, or omissions of persons affiliated with them.
- 3.4 The applicant will be billed yearly for each affiliated individual employee, contractor, or any other person engaged in the home inspection business at a set price. This price is subject to change as the West Penn Multi-List, Inc. Board of Directors deems appropriate. The applicant will be responsible to pay West Penn Multi-List, Inc. for all fees and charges.

Section 4. Supra Keys.

- 4.1 Each person affiliated with the Subscriber/Home Inspector shall have the right to the exclusive use of the current Key system utilized by the West Penn Multi-List, Inc. contingent upon all of the qualifications of subscribership being met.
- 4.2 Each person desiring access to the Supra Key system will be required to apply for a Key with the West Penn Multi-List, Inc. under the terms and conditions set forth by Supra Products, Inc., (a subsidiary of UTC Fire & Security Americas Corporation, Inc.). Should the West Penn Multi-List enter into a contract with a company other than Supra Products, Inc., each Key shall be subject to the terms and conditions reached with the successor provider at the time of application. Each such user shall be responsible for the costs charged by Supra Products, Inc. (or their successor) at the time of application. The provider of Supra Keys is subject to change at the sole discretion of the West Penn Multi-List, Inc. Board of Directors, and the costs associated with the use of the system are also subject to change depending on the terms agreed to with the provider at any given time.

- 4.3 Each such Key user must be affiliated with said Home Inspector and produce verification that they are a holder of E&O and liability insurance and appear on the insurance policy of the primary applicant.
- 4.4 Each such Key user will be bound by the Rules and Regulations regarding Key usage, and applicant agrees that each user will sign an acknowledgement agreeing to be bound by the Rules and Regulations prior to access to the key system being provided.

Section 5. Use of Supra Keys.

- 5.1 The Supra Key is owned by Supra Products, Inc. or the company the West Penn Multi-List, Inc. is contracting with at any given time and can be recalled or revoked at any time by Supra Products, Inc., their successors, or the West Penn Multi-List, Inc.
- 5.2 The Supra Key may only be utilized at the time of a **scheduled appointment** with the **homeowner or listing agent**. Confirmation of an appointment shall not be presumed. Rather, such appointment(s) shall be confirmed in writing, text message or by e-mail. Failure to comply with this Rule will result in immediate suspension of Service and a monetary fine. The Board of Directors will determine the length of time a Key Holder will be removed from the Service and the amount of the fine. The length of suspension for such violations shall be a minimum of one (1) month. The fine for such violations shall be a minimum of one hundred (\$100.00) dollars. Depending on the circumstances of the non-compliance, the Board will consider a penalty of not only suspension of services, but a penalty of expulsion and an increased fine.
- 5.3 If a Supra Key is used for any purpose other than a Home Inspection, the Service reserves the right to cancel all Key Services immediately, and suspension and/or expulsion from the Service may occur. The decision of the Board of Directors of the West Penn Multi-List, Inc. concerning such violations shall be final.
- 5.4 **At no time may a Home Inspector enter a property without an appointment with the homeowner or listing agent.** Verification of this can be obtained with showing records from the lock box. If a homeowner/agent reports an unauthorized entry (proven through showing records) the Affiliate Subscribership will lose all privileges for not less than three (3) months as described in Section 5.2 above, and the length of suspension may be more, depending on the nature of the offense. The penalty for such offenses may include action up to and including expulsion.
- 5.5 If a Key user fails to pay the required fees within the specified time period, all Services will be discontinued until the account is paid in full. The applicant and holder of the Affiliate Subscribership is responsible to collect payment and submit the same to the West Penn Multi-List, Inc. within the time defined on the statement.

- 5.6 If it is proven that the Home Inspector or any of the individuals affiliated with said Home Inspector has caused damage to the property, the Affiliate Subscriber will be held liable and could be expelled from the West Penn Multi-List, Inc. unless full restitution has been made. The penalty for such infractions is left to the sole discretion of the West Penn Multi-List, Inc. Board of Directors.
- 5.7 **At no time is the Supra Key to be loaned, leased, rented, sold, borrowed, or given to another individual for any reason.** If this is reported to the West Penn Multi-List, Inc., the individual in question will lose all rights to the Supra Key and the Affiliate Subscriber will be suspended for no less than three (3) months. If this situation continues within the organization or is reported on more than one occasion, a suspension of a longer period may be imposed up to a penalty of expulsion for violation of the Rules.
- 5.8 **Under no circumstances may a Home Inspector remove a lock box from a property.** If this occurs, the Home Inspector as well as the Affiliate Subscribership will be suspended from the West Penn Multi-List, Inc. for a period of not less than three (3) months, and a minimum fine of \$500 will be levied to the Affiliate Subscriber. If the Affiliate Subscriber does not pay the fine in the specified time, all Service to the Affiliate Subscriber will be discontinued. If any violation of Section 5 of these Rules occurs, subject to review by the Board of Directors of the West Penn Multi-List, Inc., all Service shall remain suspended until all fines are paid in full.
- 5.9 Home Inspectors are required to make an appointment with the homeowner or listing agent prior to an inspection. Failure to comply will result in fines and loss of Key privileges to the Affiliate Subscribers and Key users.
- 5.10 **Home Inspectors may only admit the actual Buyer(s) to the home to be inspected. The Buyer(s) are identified as those individuals who are designated as the Buyer(s) on the executed Sales Agreement.**

No other individuals may be present during the property inspection except agents, the Seller(s), and those who reside at the property. If the Buyer(s) would like other family members to be present for the inspection, they may make an appointment with a licensed sales agent to view the property during this time period or at a later date.

The limitation on providing access to the property shall not apply, however, to individuals assisting the Home Inspector with the inspection. Such individuals shall be considered the agent or subcontractor of the Home Inspector and the Home Inspector will be responsible for these individuals.

If the Home Inspector is not certain of the actual Buyer(s), then they will be required to contact the listing or selling agent to confirm the identity of the Buyer(s).

Violation of this Rule will result in a \$250.00 fine levied to the Home Inspector for the first violation. Any subsequent violations will incur a loss of MLS privileges and Affiliate Subscribership. Loss of Service will be for at least a one (1) year period. The Home Inspector may reapply for Affiliate Subscribership after one (1) year following the expulsion and shall follow all current Rules for a new Affiliate Subscribership, as well as fees.

Rules and Regulations:

I have reviewed the Rules and Regulations pertaining to Home Inspectors from the West Penn Multi-List, Inc.

I am aware that I am responsible for any and all individuals affiliated with my organization within the Service of the West Penn Multi-List, Inc., and hereby agree to indemnify and hold harmless the West Penn Multi-List, Inc., for all claims arising out of the actions of all such agents, employees, and/or contractors.

I understand that the Affiliate Subscribership is non-transferable. I also understand that if I sell my business, cease business operations, or change my business ownership in any way, my Subscribership in the West Penn Multi-List, Inc. will cease immediately.

I agree to abide by the Rules and Regulations.

Signature – Applicant

Date

Enclosed you will find this completed and signed document as well as a check for the initiation fee of \$ _____ as proof of application.

This is a one-time, non-refundable initiation fee due and payable upon submission of this application. **I understand this is a non-transferable subscribership.**

This Affiliate Subscribership entitles the holder to have exclusive access to the use of the Lock Box and Key system instituted by the West Penn Multi-List, Inc. This Subscribership does not entitle the holder, or their affiliates, to access the extended information database.