

WEST PENN MULTI-LIST, INC.

**RULES AND REGULATIONS
FOR AFFILIATE SUBSCRIBERS**

**INCLUDING HOME INSPECTORS
AND RADON TESTERS**

**Effective
April 22, 2022**

**WEST PENN MULTI-LIST, INC.
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AND RADON TESTERS**

The West Penn Multi-List, Inc. (WPML) is committed to providing innovative and cost-effective Multiple Listing Service for all subscribers. A special level of subscribership is available for Home Inspectors and also for Radon Testers, subject to the Rules set forth herein. 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 and/or Radon Testers who become Affiliate Subscribers of the West Penn Multi-List:

SECTION 1. DEFINITIONS

- 1.1 Affiliate Subscribership.** This term shall refer exclusively to Home Inspectors and/or Radon Testers, 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 as Certified Home Inspectors in the Commonwealth of Pennsylvania.
- 1.4 Radon Tester.** Those who apply for and become Affiliate Subscribers as a result of holding Radon Certification pursuant to the Radon Certification Act of Pennsylvania and the Radon Certification Regulations as promulgated by the Pennsylvania Department of Environmental Protection. This category of Subscribership is intended to be limited in scope to persons conducting radon gas and radon progeny testing, laboratory analysis, and mitigation of radon contamination in buildings. This category of Subscribership is intended to provide these individuals with access for purposes of dropping off and picking up the radon tests and performing the requisite analysis.

SECTION 2. AFFILIATE SUBSCRIBERSHIP REQUIREMENTS

- 2.1 Qualifications:** The applicant is required to be either a Certified Home Inspector as that term is defined in the Commonwealth of Pennsylvania and as set forth herein, or the applicant is required to hold certification pursuant to the Radon Certification Act and the regulations promulgated by the Pennsylvania Department of Environmental Protection. The applicant must provide proof of their certification and said certification must remain in good standing.

For Home Inspectors, the proof submitted by the applicant shall also include satisfaction of the requirements of Act 114 of 2000 known as the

Pennsylvania Trade Practices Act, as may be amended. Any Home Inspector applicant shall be a member in good standing of the National Association of Certified Home Inspectors or another national home inspector organization as defined by said Act.

All Radon Tester applicants will be required to provide proof of certification in any defined certification association in accordance with the NRPP (National Radon Proficiency Program).

These requirements, for both Home Inspectors and Radon Testers, shall remain in place during the Subscribership, and the lapse of these requirements shall be cause for termination of the Subscribership. In the event any of these requirements do lapse, the Affiliate Subscriber shall notify the WPML office immediately.

The applicant, whether Home Inspector or Radon Tester, shall also provide proof that both Errors and Omissions and Liability insurance coverage are in place by submitting proof of insurance and the policy limits, as evidenced by a Certificate of Insurance which sets forth the policy term. The Errors and Omissions insurance shall include coverage of at least \$100,000 per occurrence and \$500,000 in the aggregate, with deductibles of not more than \$2,500. The Certificate of Insurance shall also confirm General Liability policy limits of at least \$1,000,000.00. Such insurance should name the West Penn Multi-List, Inc. as an Additional Insured and shall not lapse at any time during the Subscribership. The failure to satisfy these requirements shall result in a suspension of the Subscribership.

- 2.2** No application for Subscribership will be favorably acted upon unless the requirements set forth in Section 2.1 are satisfied. The Certificate of Insurance which the applicant submits shall include the date that the policy which is in place at the time of the application is submitted will remain in effect. In addition, a condition of Subscribership is that the insurance coverage identified in Section 2.1 above remains in place and does not lapse at any time while the applicant remains a WPML Subscriber. As a further condition of Subscribership, the applicant shall produce a Certificate of Insurance which names the West Penn Multi-List, Inc. as an Additional Insured for the policies of insurance identified in Section 2.1 above. The WPML shall continue to be named as an Additional Insured for each subsequent policy issued to the applicant during the time period the applicant is a Subscriber, and such coverage shall not lapse during any period of the Subscribership. In the event the Subscriber does not adhere to these obligations, the Subscribership shall be suspended upon discovery of such information. The Subscriber shall defend and indemnify the West Penn Multi-List, Inc. from all claims arising out of the actions of the Subscriber.
- 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 Subscription 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 Admission 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, radon testers, 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 monthly at a set price for each affiliated individual employee, contractor, or any other person engaged in the home inspection or radon testing business. 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/Radon Tester 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 Subscriber, whether they be a Home Inspector or Radon Tester, and must produce verification that he/she is a holder of E&O and liability insurance and appears 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 as explained in the West Penn Multi-List Rules and Regulations. As part of the application process, the Affiliate Subscriber must sign the Acceptance of Policy and Procedures agreeing to be bound by the WPML Rules. When there are multiple users in one company, the owner is responsible for the actions of all employees under the domain name.

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 email. 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 three (3) months. The fine for such violations shall be a minimum of five hundred (**\$500.00**) 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 utilized by a Home Inspector or a Radon Tester for any purpose other than a scheduled Home Inspection or Radon Testing, the Service has the right to immediately fine the Home Inspector/Radon Tester **\$500.00** with possible suspension of all Services or expulsion. If this practice continues, the West Penn Multi-List, Inc. also has the right to cancel all Key Services immediately, and the suspension or expulsion can result at the direction of the Board of Directors of the West Penn Multi-List, Inc.

- 5.4 At no time may a Subscriber, whether they be a Home Inspector or Radon Tester, 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** It if is proven that the Affiliate Subscriber or any of the individuals affiliated with the Affiliate Subscriber have 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 be fined **\$500.00** and 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 or a Radon Tester remove a lock box from a property. If this occurs, the Home Inspector or Radon Tester, 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 **\$500.00** will 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** All Home Inspectors and Radon Testers, 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 the 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 unless Buyer(s) and Seller(s) both sign an indemnification / waiver form. (See the Home Inspection Indemnification / Waiver Form at the end of this document.) **The Home Inspector has the right to refuse the use of this form and is required to notify the individual(s) who proposed the form of his/her refusal upon receipt, via text or email.** For purposes of this section, the Buyer(s) are identified as those individuals who are designated as the Buyer(s) on the executed Sales Agreement. However, an exception exists for other individuals to attend the Home Inspection so long as a form is signed by the Buyers, Sellers, and those individuals who will be in attendance, and delivered to the Home Inspector before the scheduled inspection. The form shall only be valid for the date of the scheduled inspection. The indemnification / waiver form must be in the form provided by the WPML and signed and dated by the Buyer(s), Seller(s), and the individuals who will be present at the inspection, and must specifically identify the individual(s) who will attend the inspection and the date thereof. **If the form is not signed by each of these parties and delivered to the Home Inspector at least 48 hours prior to the inspection, the waiver of this rule is not valid and the additional individuals may not attend the home inspection.**

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 he/she 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 multi-list 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.

SECTION 6. CONFIDENTIALITY OF INFORMATION AND DATA

- 6.1** Rule 12.3 of the existing Rules and Regulations of the West Penn Multi-List, Inc. restricts the use of information obtained as a Subscriber. Rule 12.3 shall apply to all Subscribers, including Affiliate Subscribers. Each Affiliate Subscriber and/or Home Inspector and/or Radon Tester shall be familiar with these restrictions and abide by the requirements of WPML Rule 12.3 as may be amended. The information available from the online system and the use of WPML data shall be for the exclusive use of the Affiliate Subscriber / Home Inspector / Radon Tester in their day-to-day operations. Data and information obtained through the Subscribership shall not be utilized for any other purpose nor shall it be sold or provided in any fashion to any other individual or entity. Any breach of this provision shall subject the Affiliate Subscriber / Home Inspector / Radon Tester to a fine of **\$1,000.00** per occurrence, and continued improper use or misappropriation of the data may also subject the Affiliate Subscriber / Home Inspector / Radon Tester to loss of access to the data and/or expulsion.

SECTION 7. COMPLIANCE / FINES

- 7.1** The Service shall impose fines upon each Subscriber, Agent, Appraiser, Affiliate, and/or Authorized User who has violated any of the Rules and Regulations. A more in-depth method of fining will result for a second or subsequent offense. Each violation of any provision of these Rules and Regulations or By-Laws shall constitute a separate offense.
- A.** Agent/Appraiser/Home Inspector/Radon Tester Fines - Any fines incurred by Agent/Appraiser/Home Inspector/Radon Tester and/or authorized user will be billed directly to the Agent/Appraiser/Home Inspector/Radon Tester on a separate billing process. If the balance of the fine is not paid in full within 30 days, the Agent/Appraiser/Home Inspector/Radon Tester's key will be deactivated and service discontinued. Upon payment of the fine, in full, the key and Service will then be reactivated.
- B.** Information/Status Fines - Notice will be sent to the Agents directly and they will have five (5) days to comply. The fine will begin on the sixth (6th) day.

SECTION 8. SUSPENSION OF SERVICE DUE TO PAST-DUE ACCOUNT

- 8.1** If an account is past due, notification will be sent to the Subscriber in question.
- 8.2** **Suspension / Termination / Expulsion** – A Subscriber’s Subscribership may be suspended or terminated if three (3) or more violations of the Rules and Regulations occur or three (3) or more past-due account notices occur within any 365-day consecutive period. Expulsion can occur if the Subscriber does not adhere to the Service’s Rules and Regulations after official notification of violation is sent via Certified Mail. (Refusal of Certified Mail is not an acceptable issue for a grace period.)
- 8.3** **Suspension of Service Due To Past-Due Account** – If an account is past due, notification will be sent to the Subscriber in question. If after 15 days the account is not brought up to date, suspension of ALL services to all Brokers/Agents/Appraisers/Home Inspectors/Radon Testers within the company will occur in the following manner:
- A.** All services to all individuals affiliated with the Subscriber will be suspended as well as the Broker, Certified Appraiser, Certified Home Inspector, Certified Radon Tester, and/or authorized users.
 - B.** All West Penn Multi-List, Inc. keys will be deactivated until account has been brought up to date as outlined in statement notice.
 - C.** Online Service to all users within the company will be curtailed until the account has been brought up to date as outlined in the statement notice.
 - D.** All services from West Penn Multi-List, Inc. will be unavailable to the Subscriber and all individuals associated with the Subscriber.
 - E.** Dues to the Subscriber will incur during suspension and are due and payable.
 - F.** Thirty (30) days after Service suspension has occurred, the account will be brought to the Board of Directors of West Penn Multi-List, Inc. for termination/expulsion of Subscribership. Once termination/expulsion has occurred and the Broker/Certified Appraiser/Certified Home Inspector/Certified Radon Tester wishes to subscribe to the Service, the admission fee and all past indebtedness is required to be paid before Subscribership can be approved.

ACCEPTANCE OF RULES AND REGULATIONS

I have reviewed the Rules and Regulations pertaining to Affiliate Subscribers 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-transferrable. 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 Admission Fee of \$ _____ as proof of application.

This is a one-time, non-refundable Admission Fee due and payable upon submission of this application. **I understand this is a non-transferrable 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.

HOME INSPECTION INDEMNIFICATION / WAIVER FORM

The undersigned Buyer(s) and Seller(s) hereby agree to a waiver of Rule 5.10 of the WPML Rules and Regulations that apply to Home Inspectors in that they agree the additional parties identified below may also attend the Home Inspection. The appointment for a Home Inspection has been scheduled for the _____ day of _____, 20____, at _____ AM or _____ PM. The complete address of the home to be inspected is:

The Buyer(s) wish to have the following individual(s) ("Additional Parties") present at the time of the home inspection:

In consideration of the waiver of the Rule that only the actual Buyer(s) shall be permitted to be present during the Home Inspection, the undersigned Buyer(s) and the Additional Parties identified herein hereby agree to indemnify the Home Inspector and the West Penn Multi-List, Inc. for any and all claims of any nature, including, but not limited to claims for personal injury or property damage, which arise during the time of this inspection. This form is only valid once it has been completed and signed by the Seller(s), the Buyer(s), and each Additional Party. **This form shall be provided to the Home Inspector no less than 48 hours before the inspection begins.**

The Home Inspector has the right to refuse additional parties to attend the home inspection. Upon receipt of this form, the Home Inspector, if refusing this format, is required to notify the agent(s) who instituted this request of the refusal, via email or text, prior to inspection.

This Waiver/Indemnification is only valid on the date of the inspection and for no other time period. Buyer(s) and the Additional Parties who accompany the Buyer(s) hereby agree to forever release, indemnify, and defend the Home Inspector, Broker, Agents, and the West Penn Multi-List, Inc. from any and all claims of any nature which arise during the Home Inspection.

If this form is not delivered to the Home Inspector 48 hours before the inspection begins, there shall be no waiver of Rule 5.10 of the Rules and Regulations that apply to Home Inspectors of the WPML. Moreover, Seller(s) must also evidence their agreement to providing access to the property by signing this form. The failure of any of the requisite parties to sign this Agreement renders this form invalid such that there shall be no waiver of existing Rule 5.10, which provides the Home Inspectors may only admit the actual Buyer(s) to the home to be inspected, and that the Buyer(s) are identified as those individuals who are designated as the Buyer(s) on the executed Sales Agreement.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties enter into this Agreement this ____ day of _____, 20____.

_____(Buyer) _____(Seller)

_____(Buyer) _____(Seller)

_____(Buyer) _____(Seller)

_____(Home Inspector)

_____(Additional Party)

_____(Additional Party)

THIS DOCUMENT MUST BE SIGNED BY ALL PARTIES TO BE VALID.