

Triangle MLS, Inc.

Licensed Home Inspector Subscribers Policy

This document summarizes eligibility for licensed home inspector subscribers (LHISs) in Triangle MLS, as well as their rights and duties and an outline of the agreement that they will sign for services. The goal of this policy is to permit home inspectors licensed under North Carolina law to access showing scheduling and property access services provided by Triangle MLS where sellers and listing brokers consent.

Eligibility

Licensed home inspector (LHI) subscription is available to natural persons; subscription is not by company. In the event any individual in a firm of licensed inspectors obtains an LHI subscription, all the licensed inspectors in that firm active in Alamance, Caswell, Chatham, Durham, Franklin, Granville, Halifax, Harnett, Johnston, Lee, Nash, Orange, Person, Vance, Wake and Warren counties of North Carolina must also be LHISs. **LHISs may not share their system login IDs/passwords, electronic lockbox keys, or other access information with other LHISs, other licensed home inspectors, non-licensed staff or contractors (whether those individuals are in the same firm as the LHIS or not), or any other person under any circumstances.**

Any person seeking a licensed home inspector subscription to Triangle MLS must satisfy the following qualifications.

1. The candidate may not be a REALTOR®. (REALTORS® seeking inspector access must join the MLS by affiliating with an MLS participating broker or appraiser.)
2. The candidate must hold an active home inspector license, in good standing, from the North Carolina Home Inspector Licensure Board (NCHILB), as confirmed on the NCHILB website.
3. The candidate must complete the Triangle MLS Licensed Home Inspector Subscriber Application.
4. The candidate must pay the setup and quarterly fees.

Duties and rights

LHISs have all the following duties:

1. Maintain licensure at all times with the North Carolina Home Inspector Licensure Board (NCHILB).

2. Pay all Triangle MLS subscription fees on time. TMLS's board of directors establishes subscription fees, which may change from time to time upon notice to subscribers.
3. Access control: The LHI subscription is personal to the LHI. He or she may not use any lockbox key or access information to provide access to a property to any person but the LHI him- or herself, unless the other person is accompanying the LHI when entering a property and the other person's presence is required for the purpose of inspecting the home on behalf of the LHI's client. Such other persons may include inspectors under the LHI's supervision or training, but not any potential buyer of the property. LHI is liable for actions of other persons he or she admits to a property as if the LHI had committed those actions him- or herself.
4. Security: Any LHI accessing a property must ensure that he or she leaves it in a state of security at least as great as when he or she arrived.
5. Liability: Any LHI accessing a property is liable to the property's owner for any damage caused by the LHI's misconduct or negligence. The LHI is liable to the property's owner for any damage or losses resulting from the LHI's failure to re-secure the property. The LHI will indemnify Triangle MLS and the seller's and buyer's brokers for any defense costs and liability allegedly arising from these causes.
6. Insurance/bonding: Each LHI shall maintain insurance and bonding at least as comprehensive and with limits at least as high as required by the version of North Carolina Administrative Code (NCAC), Section 11 NCAC 08 .1006, in effect on October 1, 2013. In the event coverage limits in NCAC are revised downward by the state, the higher requirements in effect on October 1, 2013, shall apply to this policy; in the event the provisions of NCAC are revised upward by the state, the higher requirements will be applicable to LHIs as a consequence of their licensure.
7. Notification to listing firm: The LHI who obtains access to a property must notify the listing broker before the LHI leaves the premises if the property was not secured when the LHI arrived.
8. Appropriate advertising: LHI may advertise his or her affiliation with Triangle MLS subject to these requirements:
 - a. LHI may describe him- or herself as a "Licensed Home Inspector Subscriber of Triangle MLS" or as a "Triangle MLS Licensed Home Inspector Subscriber."
 - b. LHI may *not* use the Triangle MLS logo in conjunction with his or her marketing or that of his or her firm.
 - c. LHI may *not* claim to be a REALTOR® or use the "REALTOR®" marks.
 - d. LHI may *not* claim to be a "member," "participant," or "subscriber" (except as provided above) of Triangle MLS.

Triangle MLS may terminate any LHI subscription upon 7 days' notice to an LHI that he or she has failed to satisfy any of these requirements. In the case of minor infractions (e.g., an advertisement by an LHI that inadvertently contains wording

inconsistent with this policy), a warning or fine will be administered. LHI subscription automatically terminates if the LHI becomes a REALTOR® or becomes an MLS subscriber of Triangle MLS by affiliating with a Triangle MLS broker or appraiser participant.

LHISs have the following rights under LHI subscription:

1. LHIS shall have access to Triangle MLS's Showing Service (ShowingTime), but not access to any MLS listing data.
2. LHIS may possess automated access control tools and keys provided by Triangle MLS for electronic lockboxes (SentriLock) subject to payment of applicable fees.
3. LHIS shall have access to properties via ShowingTime and SentriLock, provided the seller and listing broker have permitted access via these means.
Note that:
 - a. Listing brokers discuss appointment and access options with property owners, who may elect not to permit automated scheduling and access through ShowingTime and SentriLock.
 - b. Listing brokers may prefer to manage their relations with clients through means other than ShowingTime and SentriLock (including direct contact with the listing broker), and thus may not permit automated scheduling and access through Triangle MLS's systems.
4. LHIS shall have no other rights associated with REALTOR® association membership or Triangle MLS participation.

Agreement

Triangle MLS will prepare an LHI subscription agreement that includes all applicable provisions from Triangle MLS's existing participant and subscriber agreements (but not provisions that are irrelevant for LHISs), with the addition of any terms necessary to implement these policies.