

**MOUNTAIN CENTRAL ASSOCIATION OF REALTORS® INC.  
MLS SUBSCRIBER AGREEMENT**

This Agreement entered into by and between Mountain Central Association of Realtors®, Inc. (“MCAR”), and the undersigned Subscriber.

**RECITALS**

WHEREAS, MCBR, operates a multiple listing service (“Service” or “System”) for the territory that includes Valley, Adams and Idaho Counties. MCAR provides such Service solely to its participants, subscribers, and other parties authorized by MCAR;

WHEREAS, it is acknowledged by the parties that MCAR has a protectable interest in the security of the System and the data contained within the System;

WHEREAS, Subscriber wishes to access and utilize such Service through a Participant Broker (“Participant”), or is a member of, or is permitted access to the System through, one of the Boards or Associations of REALTORS® (“Associations”) within the regions as set forth above;

WHEREAS, Subscriber desires to receive Services in accordance with this Agreement, and in consideration of receiving such Services, Subscriber agrees to abide by the mutual covenants, promises, terms and conditions as herein set forth:

- 1) **REPRESENTATION OF SUBSCRIBER.** Subscriber represents and warrants that, as of the date set forth below, he/she is a real estate licensee or an appraiser licensed or certified by the state of Idaho, or is the office administrator designated by an MLS participant and approved by the MCAR to have access to the MLS, and who is affiliated with an MLS Participant who is in good standing with an Association, and will continue in such capacity at all times while this Agreement is in effect. If Subscriber at any time during the term of this Agreement is no longer affiliated with an MLS Participant in good standing, Subscriber agrees to notify his/her Association and MCAR promptly.
- 2) **COMPUTER SYSTEM ACCESS.** MCAR will issue one “User ID” number and password to Subscriber. Issuance of the User ID number will entitle Subscriber to (i) access and use the System through a System-compatible computer using Subscriber’s own internet connection. Simultaneous access to the System using the same User ID and/or password is prohibited. **THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF SUBSCRIBER AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER PERSON.**
  - a) The Subscriber agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to User ID numbers confidential.

- b) The Subscriber agrees not to sell, publish, reformat, recompile nor resell MLS data, derive products or analyses from the MLS data, nor distribute in written, printed or electronic form proprietary or copyrighted information of the Service or the Associations other than that of his/her Participant's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the Associations and the property owner whose information is so disseminated, except for appraisal or comparative market analysis ("CMA") purposes or the marketing of properties or prospective purchasers or tenants.
- 3) **TERM.** The term of this Agreement shall commence as soon as Subscriber has executed and returned this Agreement to MCAR, Subscriber has paid all fees that are due, and MCAR has accepted this Agreement. This Agreement shall continue in full force and effect until such time as Subscriber is no longer eligible to receive the Services provided under this Agreement, or until such time as membership or access has been terminated in accordance with MCAR Rules and Regulations. Subscriber understands that, upon the termination of this Agreement, his/her User ID number will no longer be valid and he/she will not be able to access or use the System and will not be eligible to receive any other Services or products under this Agreement.
- 4) **OWNERSHIP AND MISUSE OF INFORMATION.** Subscriber acknowledges that all information stored in the System (the "MLS Data") is owned or leased by MCAR and that MCAR and not Subscriber, shall retain all right, title and/or interest therein. Subscriber agrees to use such MCAR Data only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with MCAR Rules and Regulations.
- 5) **LIMITATION OF LIABILITY.** Neither MCAR nor any of the Associations shall have any liability for inaccuracies in data input into the system by Subscriber. Subscriber understands and affirms that neither MCAR nor any of the Associations has any control over the operation of the system or Subscriber's ability to gain access to the internet. Accordingly, Subscriber hereby waives any and all claims which he/she has or may acquire against MCAR, or any of the Associations, with respect to any failure in the System, the operation of the System itself, Subscriber's inability to gain access to the internet for any reason, or activities relating to or the providing of products or Services pursuant to this Agreement. **MCAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION CONTAINED WITHIN THE SYSTEM ARE MADE AVAILABLE TO THE SUBSCRIBER ON AN "AS IS, AS AVAILABLE" BASIS AND MCBR DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY SUCH DATA.**

MCAR shall not be liable for incidental damages or consequential damages under any circumstances, even if MCAR has been advised as to the possibility of such damages. MCBR's liability to Subscriber for any reason shall not exceed the total charges paid

by Subscriber hereunder and Subscriber agrees that MCAR will not be liable for any lost profits or for any claims asserted against Subscriber by any other party.

- 6) COMPLIANCE WITH MCBR RULES, REGULATIONS AND POLICY. Subscriber acknowledges that access to and use of the System is contingent upon Subscriber's and Subscriber's Participant broker's compliance with the MCAR Rules and Regulations and with MCAR Policies and Procedures, as they may be amended from time to time. Subscriber understands that failure to comply may result in a fine and/or suspension of MLS Service, which includes loss of use of the System and deactivation of the key that is used to gain access to current lock-boxes. By signing this Agreement Subscriber acknowledges that he/she has received a copy of the MCAR Rules and Regulations, has read and is familiar with the terms contained therein, and agrees to abide by such Rules and Regulations as now set forth, and as may be amended from time to time.
- 7) INDEMNITY. Subscriber agrees to indemnify, defend and hold harmless MCAR and each Association and their respective officers, directors, agents and employees from any and all claims, demands, liabilities and costs, including attorney fees, arising from the failure of Subscriber to comply with any of Subscriber's obligations or responsibilities set forth in this Agreement. Subscriber expressly waives, releases and agrees to hold harmless MCAR and each Association from and against any actual damages, consequential damages and lost business and any other claim arising from Subscriber's use of the System. These indemnity and release agreements of Subscriber shall survive the termination of this Agreement.
- 8) ATTORNEY FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney fees, including such costs and fees on appeal.
- 9) SEVERABILITY. In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 10) WAIVER. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement will not be construed to be a waiver of such provisions or of its right thereafter to enforce such provisions and each and every provision thereafter, unless such provisions are expressly waived in a signed, written agreement by both parties.
- 11) AUTHORIZATION. The parties represent and warrant that the signatories hereto are duly authorized to enter into this Agreement.

The parties hereto have executed this Subscriber Agreement as of this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Subscriber Signature

\_\_\_\_\_  
Participant Broker Signature

\_\_\_\_\_  
On behalf of Mountain Central Assoc.  
of Realtors® Inc.

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SUBSCRIBER/PARTICIPANT INFORMATION

Subscriber Name: \_\_\_\_\_

Participant Broker Name: \_\_\_\_\_

Brokerage Office Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_