



Tillamook MLS SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into by and among Tillamook MLS™, and ("Subscriber"), _____, a duly licensed real estate licensee conducting business under the supervision of _____ ("Participant/Principal Broker").

RECITALS

Tillamook MLS provides on-line multiple listing services and certain other services for REALTORS® in Tillamook County. In some cases, Tillamook MLS has contracted with third party vendor(s) to provide such services and products. Subscriber wishes to subscribe for the services and products described below.

IT IS AGREED:

1. **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the MLS Rules and Regulations, a copy of which has been provided to Subscriber.

2. **Services and Fees.**

2.1 **Tillamook MLS Service.** Subscriber hereby subscribes for the following services and products (collectively, "FLEXMLS™ Service"): Basic Service; Subscriber Access

2.2 **Fees. Initial Participation Fee \$400.00 Quarterly Dues \$150.00** Participant shall pay additional fees for MLS Service at the rates set forth on Attachment A

, as the same may be adjusted from time to time by Tillamook MLS upon not less than fifteen (15) day notice. Participants shall pay Tillamook MLS directly quarterly in advance all Fees within the 1st 25 days of the current quarter for all subscribers. The first quarter of fees will be prorated based on the date of activation. All Tillamook MLS invoices will be delivered via mail.

Remedies. In addition to all other remedies and sanctions provided in this Agreement and the Rules and Regulations, Subscribers and Participants of Tillamook MLS Service may be suspended if all Fees are not paid when due to Tillamook MLS by Subscriber or by Subscriber's Participant.

3. **Term; Termination.** This Agreement shall become effective upon its execution and shall continue until terminated as herein provided. Charges for Tillamook MLS Service shall commence at the time(s) set forth in Section 2.2 above, and there are no refunds. Either party may terminate this Agreement upon written notice with or without cause, except that no such termination shall relieve either party of any obligations accrued before such termination. This Agreement shall terminate automatically upon termination of the Participant Agreement between Tillamook MLS and Participant, or upon the submission of a new Subscriber

Agreement with a change in Tillamook MLS Service (Section 2.1). This Agreement can be transferred to a different Participant with new paperwork completed.

4. **Taxes.** In addition to all other payments stated in this Agreement, Subscriber shall pay or reimburse Tillamook MLS for all use taxes and personal property taxes, if any, assessed on services or products provided to it under this Agreement within twenty-five (25) days after invoice for the same.
5. **Other Equipment.** Subscriber acknowledges that Service is accessed through certain terminals or personal computers not covered by this Agreement.
6. **Subscriber's Indemnity.** Subscriber shall indemnify, defend, and hold harmless Tillamook MLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs, arising from the violation of any of the terms and conditions of the Agreement by Subscriber, including, without limitation, any violation of Tillamook MLS Rules and Regulations or applicable law, and from any claim involving proprietary rights to the listing data, photographs, or other information provided by Subscriber to FLEXMLS under this Agreement.
7. **Limitation.** In no event shall Tillamook MLS be liable to Subscriber or any other party for indirect, incidental or consequential damages with respect to any FLEXMLS Service.
8. **Warranty.** For the term of this Agreement, Tillamook MLS hereby assigns to Subscriber any and all warranties received by Tillamook MLS from its third-party vendor(s) with respect to MLS Service provided to Subscriber hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
9. **Maintenance.** Subscribers acknowledge and agree that they are solely responsible for maintenance of their terminals or personal computers. Tillamook MLS will in no way be liable for the performance of Subscriber's equipment or Subscriber's ability to access the System.
10. **Access Codes.** All data, databases and information provided to Subscribers or contained at any time within the System database shall be and remain the sole and exclusive property of Tillamook MLS except as provided in licensing agreements executed between Tillamook MLS and its providers. This Subscriber Agreement grants Subscriber a license only to use and access such data for the purpose and to the extent necessary to carry on Subscriber's business in the ordinary course, and Subscriber shall not disclose, disseminate copy or use such data other than in the ordinary course of business, and shall keep all such data confidential. This Subscriber Agreement is not intended to give any rights of ownership in any provider, vendor, hardware, software, data, or databases of Tillamook MLS which are and shall remain at all times the exclusive property of Tillamook MLS and their providers.
Subscriber must keep their Subscriber's Private ID access codes confidential and must not allow others to use them.
11. **Disclosure; Assignment.**
 - a. SUBSCRIBER SHALL NOT DISCLOSE, DISSEMINATE OR COPY ANY OF THE COMPUTER PROGRAMS OR RELATED DOCUMENTATION ACCESSED HEREUNDER, INCLUDING, and WITHOUT LIMITATION, ANY SYSTEM PASSWORDS OR OTHER SECURITY FEATURES. SUBSCRIBER AGREES THAT TILLAMOOK MLS SHALL HAVE THE RIGHT TO DISCONTINUE SERVICE UPON THE SUBSCRIBER'S DEFAULT OR UPON TERMINATION OF THIS AGREEMENT, INCLUDING THE EVENT

OF A TERMINATION FOR DEFAULT BY PERSONS OTHER THAN SUBSCRIBER. ANY TERMINATION OF THIS AGREEMENT BY TILLAMOOK MLS AS PROVIDED HEREUNDER SHALL BE WITHOUT PREJUDICE TO ANY RIGHT OR CLAIM FOR ARREARS OF PAYMENTS AND WITHOUT ANY LIMITATION WHATSOEVER OF ANY OTHER LEGAL OR EQUITABLE RIGHTS IT MAY HAVE.

b. SUBSCRIBER SHALL NOT ASSIGN ANY RIGHT OR INTEREST IN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF TILLAMOOK MLS. ANY ATTEMPT BY SUBSCRIBER TO TRANSFER BY ANY MEANS ANY OF ITS RIGHTS, DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT SUCH APPROVAL SHALL BE VOID.

12. **Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other reasonable costs, attorney's fees, and other related expenses resulting from such litigation.

13. **Rules and Regulations; Compliance with Law.** Subscriber hereby agrees to abide by and comply fully with all Tillamook MLS Rules and Regulations, a copy of which has been provided to Subscriber, and with all applicable laws. The Tillamook MLS Rules and Regulations, as may be amended from time to time, are hereby incorporated into this Agreement. A copy of the MLS Rules and Regulations can also be found under "MLS Intranet" on FLEXMLS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

Tillamook Board of Realtors

Subscriber:

Date: _____

By: _____

Date: _____

ATTACHMENT A

- (a) New Listings First Offense
 - *Input over 48 hours of effective date \$ 50.00 fine
 - Input over 7 working days from effective \$100.00 fine
 - Input over 48 hrs after going live on another MLS \$100.00 fine
- (b) New Listings Second Offense within 12 months of First Offense
 - *Input over 48 hours of effective date \$100.00 fine
 - Input over 7 working days from effective date \$200.00 fine
 - Input over 48 hrs after going live on another MLS \$200.00 fine
- (c) New Listing-third offense within 12 months of First Offense
 - *Input over 48 hours of effective date \$100.00 fine & GRIEVANCE (\$25.00 reinstatement fee)
 - Input over 7 working days of effective date \$200.00 fine & GRIEVANCE (\$25.00 reinstatement fee)
 - Input over 48 hrs after going live on another MLS \$200.00 fine & GRIEVANCE (\$25.00 reinstatement fee)
- (d) Extensions
 - *Input over 48 hours from extension \$10.00 fine
- (e) Pending
 - *Input over 48 hours from seller's acceptance \$25.00 fine
 - Input over 7 working days from seller's acceptance \$50.00 fine
- (f) Sold
 - *Input over 48 hours from effective date \$25.00 fine
 - Input over 7 working days from effective date \$50.00 fine
- (g) Back on Market
 - *Input over 48 hours from status change \$10.00 fine
- (h) Price Change
 - *Input over 48 hours from price change \$10.00 fine
- (i) MLS Book: For the loan, lease or sale of a MLS book to any unauthorized individual or firm, a fine of up to Five Hundred Dollars (\$500.00) to be established by MLS Committee, together with such other remedies as MLS may have pursuant to its Participant or Subscriber Agreement.
- (j) At least one photo is to be submitted for entry in computer listings for all listings, except land, within 10 days of the listing being entered into the MLS. In the event that a photo is not entered, there will be a \$10.00 fine. 2nd offense will bring a \$15.00 fine. For three or more offenses the fine will be \$25.00. This sanction will not apply when a seller expressly directs that photographs of their property not appear in MLS compilations.
- (k) Password: For unauthorized disclosure of Password to MLS System or otherwise providing unauthorized access to MLS System or data to another person (s).
 - 1st Offense is a \$200.00 fine
 - 2nd Offense is a \$500.00 fine
 - 3rd Offense may result in a fine of up to Two Thousand Five Hundred Dollars (\$2,500.00) to be established by MLS Rules & Regulations Committee and/or suspension or expulsion from MLS.