

- e) **Term: Termination.** This Agreement shall become effective upon its execution and shall continue through December 31 of the current calendar year, whereupon it shall automatically renew for successive periods of one (1) year each until terminated as herein provided. Any party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve any party of any obligations accrued before such termination and shall not entitle Subscriber to any refund or proration of fees. This Agreement shall terminate automatically upon termination of the Participant Agreement between Greater Fairfield County CMLS and Participant, or upon the submission of a new Subscriber Agreement with a different Participant pursuant to a Subscriber Transfer in accordance with Greater Fairfield County CMLS Rules and Regulations. Subscriber acknowledges that he/she is not eligible to obtain MLS services directly, but only through and in conjunction with a Participant who is a member of Greater Fairfield County CMLS.
- f) **Subscriber's Indemnity.** Participant shall indemnify, defend, and hold harmless Greater Fairfield County CMLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs, (a) arising from the violation of any of the terms and conditions of this Agreement by Subscriber; (b) arising out of errors or omissions with respect to listing information; regardless of whether Greater Fairfield County CMLS, Subscriber or Participant loaded such information; and (c) arising out of any claims brought or alleged by Participant, Subscriber or third parties involving proprietary rights to the data and other information provided to Subscriber by Greater Fairfield County CMLS under this Agreement.
- g) **Limitation.** In no event shall Greater Fairfield County CMLS or FNIS be liable to Subscriber or any other party for indirect, incidental or consequential damages with respect to any MLS Services.
- h) **Warranty** Greater Fairfield County CMLS hereby assigns to Subscriber all FNIS warranties received by Greater Fairfield County CMLS with respect to MLS Services provided 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.
- i) **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.
- j) **Taxes** In addition to all other payments stated in this Agreement, Subscriber shall pay or reimburse Greater Fairfield County CMLS for all Sales and Use taxes assessed on services or products provided under this Agreement.
- k) **Arbitration** All claims and disputes between Subscriber and Greater Fairfield County CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System other than an action to collect fees due from Subscriber shall be submitted to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and applicable provisions of the Connecticut General Statutes, in Norwalk, Connecticut.
- l) **Rules and Regulations** Subscriber hereby agrees to abide by Greater Fairfield County CMLS Rules and Regulations, a copy of which has been provided to Participant. The Greater Fairfield County CMLS Rules and Regulations, as they may be amended from time to time, are hereby incorporated into this Agreement.

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

Greater Fairfield County CMLS, INC.

By: _____ Date: _____

Donald A. Hull
Its: President

SUBSCRIBER

Subscriber's Name: _____
(Please print your name)

Subscriber's Signature: _____ Date: _____

MLS ID (leave blank if new subscriber) _____ Office ID: _____

DKEY Serial #: (leave blank if new subscriber) _____

Phone Number: _____

Email address: _____

Subscriber's Local Board/Association Affiliation: _____

PARTICIPANT

Participant hereby certifies that Subscriber is a duly licensed real estate sales agent conducting business under the supervision of Participant. Participant further instructs GFC CMLS to assign Subscriber the following "Member Type": _____

- “Member Types” Codes**
- 2. Agent Modify / Appraiser
 - 3. Agent No Modify
 - 10. Office Management Personnel

Participant: _____
(Please print your name)

By: _____ Date: _____
(Participant's signature)

Its: _____
(Participant's title)

Participant's Local Board/Association Affiliation: _____