

Greater Fairfield County CMLS

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Norwalk, CT 06851-1059

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New Subscriber Information Sheet

Subscriber Name: _____ Office Name: _____

Email Address: _____ Manager Name: _____

Password for MLS: _____ (create password: alpha, numeric or combination of both)

Phone Number # _____ (this number will appear on listings)

All Forms must be properly signed before agent can be activated:

*Subscriber Agreement signed by Agent and Broker

*Key Agreement signed by Agent (If applicable)

Quarterly Fees		Circle below appropriate charges
Subscriber Fee (follow fee schedule below)	\$72.72 per quarter (pro-rated monthly)	
Jan., Apr., Jul., Oct. (through the 21 st)*	\$72.72	
Feb., May, Aug., Nov. (through the 21 st)*	\$48.48 (after the 15 th add \$72.72 for next quarter)	
Mar., Jun., Sep., Dec. (through the 21 st)*	\$24.24 (plus \$72.72 for next quarter)	
Electronic Keypad Usage Fee	\$19.08 per quarter (pro-rated monthly)	
Jan., Apr., Jul., Oct. (through the 21 st)*	\$19.08	
Feb., May, Aug., Nov. (through the 21 st)*	\$12.72 (after the 15 th add \$19.08 for next quarter)	
Mar., Jun., Sep., Dec. (through the 21 st)*	\$ 6.36 (plus \$19.08 for the next quarter)	
Electronic Key System		
Electronic Keypad (purchase) Display Key	\$265.00	
IBOX (Purchase)	\$90.10	

*After the 21st, use the fee schedule for the following month.

***Payment options:** Master Card Visa Discover American Express **Other: Check/Cash

Credit Card # _____ Exp. Date: _____

**Application can be faxed to Greater Fairfield County ("GFC CMLS") office, only if payment is being made with Credit Card, any other form of payment (check, cash, etc.) application will only be accepted by mail or by going in person to the GFC CMLS office in Norwalk or to one of our Service Centers.

Greater Fairfield County CMLS Subscriber Agreement

THIS AGREEMENT is made and entered into by and among Greater Fairfield County CMLS, INC,
("GFC CMLS"), _____ ("Subscriber") and
(Name of Subscribing Affiliated Sales Agent)

_____, _____ Participant
(Name of Designated Realtor) (Name of Real Estate Firm)

RECITALS

Greater Fairfield County CMLS ("GFC CMLS") has been organized to provide on-line multiple listing services and to provide multiple listing books for REALTORS in Connecticut. GFC CMLS has contracted with a third party vendor, Fidelity National Information Services a Delaware corporation ("FNIS"), to provide such services and products.

Subscriber wishes to subscribe for the services and products described below through such Subscriber's broker. For the purposes of this Agreement, Subscriber's broker is called the "Participant".

- a) **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the GFC CMLS Rules and Regulations, a copy of which has been provided to Participant.
- b) **Services.** (collectively "MLS Services")
Basic On-line MLS Services. Subscriber hereby subscribes to the "GFC CMLS" On-line MLS Service.
- c) **Fees.** Subscriber shall pay fees (collectively, the "Subscriber's MLS Service Fees") for MLS Services in equal quarterly installments in advance on or before the first day of the month preceding January, April, July and October of each year at the rate set forth on Schedule A (GFC CMLS Schedule of Fees), as the same may be adjusted from time to time by GFC CMLS. All such adjustments will be announced by GFC CMLS at least (15) days before the adjustments become effective. Invoices for installments of Subscriber's Subscription Fees shall be issued at least thirty (30) days prior to the first day of each January, April, July and October, as the case may be. Any Subscriber's Subscription Fee which is due and payable hereunder shall be paid by Subscriber to Participant for payment on Subscriber's behalf to GFC CMLS; provided, **however**, that, with the prior consent of GFC CMLS, Subscriber may, at Participant's option, pay such Subscriber's Subscription Fee directly to GFC CMLS. If a Subscriber begins to receive MLS Services during a quarterly period, a prorated Subscriber's Fee shall be due and payable for the remainder of the then current quarter. Any such prorated Subscriber's Subscription Fee shall be due in full at the commencement of the MLS Services.
- d) **Remedies.** In addition to all remedies and sanctions provided in this Agreement and the GFC CMLS Rules and Regulations, Subscriber's MLS Services shall be terminated if all fees are not paid when due to GFC CMLS by Subscriber or by Participant on behalf of Subscriber.
- e) **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 GFC 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 GFC 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 GFC 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 GFC CMLS under this Agreement.
- g) **Limitation.** In no event shall GFC 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** GFC CMLS hereby assigns to Subscriber all FNIS warranties received by GFC 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 GFC 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 GFC 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 GFC CMLS Rules and Regulations, a copy of which has been provided to Participant. The GFC 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: _____

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 Type" Codes

2. Agent Modify/Appraiser

3. agent No Modify

10. Administrative Personnel

Participant: _____

(Please print your name)

By: _____ Date: _____

(Participant's signature)

Its: _____

(Participant's title)

Participant's Local Board/Association Affiliation: _____

**Greater Fairfield County CMLS, Inc.
DisplayKEY Sub-License Agreement**

This DisplayKEY Sub-License Agreement dated as of the _____ day of _____, 20____, by and between **Greater Fairfield County CMLS, Inc.** ("Organization") and the undersigned Subscriber or Participant in Organization ("Member"), regarding the Member's receipt and use of DisplayKEY (Serial # _____) ("Equipment") Organization and Member agree as follows:

1. **USE OF THE EQUIPMENT** The Equipment is designed to open keyboxes manufactured by Supra using a secret code, which is contained in the Equipment. Member agrees to limit the use of the Service to the geographic area served by the Organization and cooperating organizations.
2. **GRANT OF SUBLICENSE** Organization grants to Member (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from Supra, which is necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 3 below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from Supra (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide published by Supra, which will be provided to Member and is incorporated herein by reference.
3. **TERM** Unless previously terminated as herein provided, the initial term of this Agreement shall be for one (1) year commencing on the date hereof and shall automatically be renewed for successive additional terms of one (1) year unless terminated by either party or unless terminated in accordance with the provisions of this Agreement.
4. **RULES AND REGULATIONS** Member acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of Organization in addition to Section 10, "Security of Equipment", as set forth below. By executing this Sub-License Agreement ("Agreement"), Member acknowledges that it is necessary to maintain the security of the Equipment to prevent the use of the Equipment by unauthorized persons. Member further acknowledges that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment compromises the integrity of the Service.
5. **SERVICE** Member acknowledges that, in order to make the Service available to Member, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Member understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Member and this Agreement will terminate in accordance with Section 6 below. Member further acknowledges and agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in the termination of this Agreement.** Except as the rights and obligations of Member and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Member and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Member acknowledges that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Member's use of the Service.
6. **TITLE AND USE OF SERVICE** The Service, including all its components, except the Equipment, shall at all times remain the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of Supra.
7. **TERMINATION** This Agreement shall automatically terminate upon the occurrence of any of the following events:
 - a. Termination of the Master Agreement between the Organization and Supra, for any reason, including without limitation, a default by Organization under the Master Agreement, or an upgrade of the Service by Organization.
 - b. Default by the Member in the observance or performance of any of the Member's obligations under this Agreement;
 - c. Default by the Member under the Member's obligations to the Organization; or
 - d. Suspension or termination of the subscription agreement between Member and the Organization or of the right of the Member to receive multiple listing service from the Organization.
8. **LOST OR DAMAGED EQUIPMENT; REPLACEMENT OF EQUIPMENT**
 - a. Lost Equipment: If the Member's Equipment is lost or stolen and the Member thereafter desires replacement Equipment, the Member shall secure replacement Equipment exclusively from the Organization upon payment of the then current charge of the Organization for such replacement;
 - b. Damaged Equipment: If the Member's Equipment should become damaged, the Member shall return the damaged Equipment to the Organization and secure replacement Equipment exclusively from the Organization, upon payment of the then current charge of the Organization for such replacement.
9. **STATUS** If at any time Member no longer is authorized to use the Service, or if Member is determined to be in violation of this Agreement, then the Equipment and Service shall be deactivated.
10. **SECURITY OF EQUIPMENT** The Member acknowledges that it is necessary to maintain security of the Equipment to prevent its use by unauthorized persons and agrees
 - a. to keep the Equipment in the Member's possession or in a safe place at all times;
 - b. to not loan the Equipment to any person, whether or not a real estate licensee, for any purpose whatsoever, or to permit the Equipment to be used for any purpose by any other person;
 - c. to not duplicate the Equipment or allow other persons to do so;
 - d. to not assign, transfer or pledge this Agreement or the Equipment;
 - e. to immediately notify the Organization in writing of the loss or theft of the Equipment and the circumstances surrounding such loss or theft;
 - f. to follow all additional security procedures or relevant operating procedures as specified from time to time by the Organization; and
 - g. to not damage or deface the Equipment.
 - h. never to store the Member's PIN number on, with or near the key

11. **REPRESENTATIONS AND COVENANTS** Member covenants and agrees:
- a. If Member misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Organization relating to such misuse, Member agrees to indemnify, defend and hold harmless Organization, and its respective directors, officers, agents, representatives, employees, affiliates, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injures, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorney's fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding. The Member expressly waives, releases and agrees to hold harmless the Organization, its affiliates, its officers, directors and employees from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the Service.
 - b. **That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Member has been advised of the possibility of such damages.**
 - c. That Member will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.
 - d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Member is named as a defendant and that alleges defects in the Equipment or the keyboxes within five (5) days after Member receives written notice of such action. The obligations set forth in this Section shall survive termination of this Agreement.
12. **DEFAULT**
- a. If the Member fails to observe, keep or perform any obligation or provision of this Agreement, the Organization, in addition to any specific rights set forth herein, shall have the further right to exercise any and all of the following:
 - i. to direct Supra to deactivate the Equipment, or to deactivate Member's access to the Service or any component of the Service;
 - ii. to terminate one or both of Member's sub-licenses to use the Network and to use the Software;
 - iii. to terminate this Agreement;
 - iv. to take legal action against the Member to recover all damages incurred by the Organization resulting from such default and/or improper use of the Equipment.
 - b. An event of Default by Organization under this under this Agreement will occur upon the termination for any reason of the Master Agreement. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Member's obligations under this Agreement shall terminate.
 - c. If Organization deactivates the Service because of a default by Member under this Agreement, but does not otherwise terminate this Agreement, Member will be entitled to seek to have the Service reactivated. In order to so, Member shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment and Service within twenty-four (24) hours.
13. **AUTHORIZATION OF OWNER OR TENANT** The Member will secure written authorization from the owner or tenant in possession of any property listed for sale or lease prior to the installation and use of Keybox on such property. The Member agrees to disclose that keyboxes are not designed or intended as security devices.
14. **RULES AND REGULATIONS** Those portions of the Organization By-Laws, Regulations or other regulations that pertain to keyboxes/lockboxes and keys/Equipment, and their use, are incorporated herein by reference, as they now exist and as they may be amended from time to time. The Member covenants and agrees to comply with all provisions contained therein, as well as any and all rules and regulations promulgated by the Organization and contained within the Organization By-Laws and Regulations or other regulations as they relate to the Service as the same may be amended from time to time. The Member agrees that the violation of this Agreement shall constitute a violation of the Organization Regulations.
15. **GOVERNING LAW** This Agreement shall be governed by and construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as provided above.

DATED: _____

MEMBER:

Member's Signature

Member's Name (please print)

Name of Firm

Firm Street Address

City State Zip

Phone

GREATER FAIRFIELD COUNTY CMLS, Inc:

By: _____

Its: _____