

Designated REALTOR® applicants must be a licensed broker or licensed/certified appraiser who qualifies and fulfills requirements for Local, State, and National Association of REALTORS®.

Designated REALTORS® who are seeking to become a MEIAR non-member subscriber must be a paid member in another association and maintain said membership in good standing at all times.

Designated REALTORS® of such office must be a participant of MEIAR MLS before any licensees may participant.

Designated REALTORS® who are joining as a non-member subscriber must provide a waiver of services for all agents in their office who are not seeking a subscription. Agents who qualify for a waiver must belong to another MLS service under the Designated REALTOR®.

Designated REALTORS® must provide a primary membership declaration for any agent joining including themselves signed by their primary association.

To apply for Membership:

1. Complete all forms enclosed in this packet.
2. Email your digital (professional) photograph to mls@meiar.comcast.net
3. Forward forms and payment to:
MEIAR
3908 N Rosewood Ave.
Muncie, Indiana 47304
4. Allow 72 hours after application has been received by MEIAR for processing.
5. Membership Verification will be sent via email to the email address on this application.

Note: Applications will NOT be process without a photograph, valid email address, all forms completed in their entirety and payment.

If you have any questions about the application process, please contact the Mid-Eastern Indiana Association of REALTORS® at (765) 747-7197.

I hereby I agree to comply with the bylaws, rules and regulations, policies, and procedures of the Association and MLS Service.

- I hereby submit the following information for your consideration:

MEIAR will be my: Non-Member Subscriber (MLS Only)

First Name _____ Middle Name _____

Last Name _____ Suffix (Jr, III, Sr, etc) _____ Nickname (DBA) _____

Email Address: _____

Real Estate License #: _____

Licensed/certified appraiser: Yes/No Appraisal License #: _____

Office Name: _____

Office Address: _____

Office Phone: (____) _____ Fax: (____) _____

Home Address Street _____

City _____ State _____ Zip _____

Home Phone: (____) _____ Personal Fax: (____) _____

Cell Phone: (____) _____

Are you presently a member of any other Association of REALTORS®? Yes No

If yes, name of Association and type of membership held: _____

Have you previously held membership in any other Association of REALTORS®? Yes No

If yes, name of Association and type of membership held: _____

If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #: _____
and last date (year) of completion of NAR's Code of Ethics training requirement: _____.

Have you ever been refused membership in any other Association of REALTORS®? Yes No

If yes, state the basis for each such refusal and detail the circumstances related thereto: _____

Is the Office Address, as stated, your principal place of business? Yes No

If not, or if you have any branch offices, please indicate and give address: _____

Do you hold, or have you ever held, a real estate license in any other state? Yes No

If so, where: _____

Have you or your firm been found in violation of state real estate licensing regulations or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three years? Yes No

If yes, provide details: _____

Have you or your firm been convicted of a felony or other crime? Yes No

If yes, provide details: _____

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership, I shall pay the fees and dues as from time to time established. NOTE: Payments to the Mid-Eastern Indiana Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Dated: _____ Signature: _____

Dated: _____ Principal Broker's Signature: _____

Optional Information:

Date of Birth: _____

How long with current real estate firm? _____

Previous real estate firm (if applicable): _____

Number of years engaged in the real estate business: _____

Information to be supplied by Local Association:

Join Date _____

Status: Active, Provisional _____

Primary Local Association NRDS ID _____

Primary State Association NRDS ID _____

Office ID _____

(if broker)

Office Contact DR _____

Office Contact Manager _____

Number of Non-Member Licensees _____

Membership Committee Approval:

Date: _____ Chairperson's Signature: _____

Board of Directors Approval:

Date: _____ MEIAR President Signature: _____

MEIAR Declaration of Primary Membership

This form is to be used by Executive Officers to verify primary membership for individuals seeking a secondary membership, or Non-Member Subscriber Membership with the Mid-Eastern Indiana Association of REALTORS®.

Name of Applicant: _____

License Number: _____ NRDS Number: _____

Membership Type: _____

Designated REALTOR® (Broker): _____

Company Name: _____

Company Address: _____

Company Phone Number: (_____) _____

Year NAR/IAR Dues Paid: _____

Primary Association: _____

Primary Association Contact Name: _____

Phone: (_____) _____

Primary Association Contact Signature: _____

Date: _____

WAIVER OF MLS SUBSCRIPTION FEES FOR AFFILIATED LICENSEES, BROKERS, AND APPRAISERS

As established in MLS Policy Statement 7.43, Waivers for MLS Fees, Dues, and Charges, the individual(s) named on this Form shall be exempt from payment of the MLS Subscription Fees, provided such Waiver Applicant(s) continuously satisfies the following requirements.

1. Waiver Applicant(s) already subscribes to a different MLS where their principal broker is an MLS Participant
2. Waiver Applicant(s) does not, and will not, use the MLS services and content, including, but not limited to:
 - a. Accessing current listing data, comp and statistical information/reports, and MLS data feeds
 - b. Using MLS products and services available only to authorized MLS Subscribers affiliated with the MLS Participant.
3. Waiver Applicant(s) is NOT and will not become a listing agent for any active listing filed with the MLS.
4. Waiver Applicant(s) is NOT part of a designated real estate "Team" where one or more of the other Team members are subscribers to the MLS.
5. MLS Participant / Principal Broker must verify waiver recipient(s) subscription to a different MLS. Verification can include, but is not limited to: 1) invoices, 2) receipts, 3) letters of good standing, or 4) any other documentation that can demonstrate that subscription is held in another MLS.

CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT / PRINCIPAL BROKER

I certify that the Waiver Applicant(s) named herein is/are affiliated with me and meets the above requirements, and therefore is/are eligible for a waiver of MLS Subscription Fee(s). I understand that I will need to supply an additional signed Application Form for any future Waiver Applicant(s). Further, I agree to notify the MLS within 3 (three) calendar days if any waiver recipient becomes ineligible for a waiver. Simultaneously with such notice to the MLS, I will either (i) sever the agent from this office, or (ii) inform the agent that he/she must subscribe to the MLS within 5 (five) business days of the notification. Such affirmative notice, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall not incur the penalties described below.

Penalties: I understand that any violation of the conditions herein will result in automatic revocation of the waiver from the individual recipient. I agree to pay MLS Subscription Fees, retroactive to the beginning of the current billing year or the date of this Application Form (whichever is less), plus a \$ 350.00 non-compliance fee for each waiver recipient that has his or her waiver revoked, within 3 (three) calendar days after the waiver recipient becomes ineligible for this waiver. I acknowledge that non-payment of the amounts owed, by the due date, as indicated on the associated MLS invoice, will result in the MLS access for myself and all subscribers associated under my participation being suspended until all fees have been paid.

Signature of MLS Participant / Designated Broker

Date

Printed Name of MLS Participant / Designated Broker

Print Company Name/ Code

WAIVER OF INDIVIDUALS AFFILIATED WITH MLS PARTICIPANT

The Participant hereby acknowledges the Waiver Applicant(s) below have been informed that any change to their waiver eligibility as defined herein must be communicated immediately to the Participant. Waiver Applicant(s) further acknowledges that non-compliance with the terms of the Application Form and its notification provisions will result in the Participant incurring Subscriber Fee and a non-compliance fee. Participant certifies that the following real estate and appraiser licensees meet all the requirements for receiving an MLS Subscription Fee waiver as described herein:

(This form must be filled out fully by the Participant/Principal Broker. The MLS will respond to the Participant with "Approved" or "Denied" confirmation.)

| Waived Licensees, Brokers, and Appraisers | | | | | |
|--|------------------------------|------------------------|---------------------------------------|-------------------------------|-------------|
| Applicant Name | Real Estate License # | Subscribing MLS | Date of Application for Waiver | MLS Use Only | |
| | | | | MLS approval or denial | Date |
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Non-Member Subscribers will obtain their State and National Membership through their primary Association.

Office Set Up Fee: \$ _____ (\$650.00 for all new offices paid with Brokers application)

Computer Access Fee: \$ _____ (\$150.00 per applicant)

SentriLock App Issuance Fee: \$ _____ (\$90.00 activation fee. Secondary or Non-Member Subscriber applicants that currently have SentriLock access do NOT pay this fee)

Total to be submitted with application: \$ _____

Technology Fee: (\$54.00 per user / per month)

MEIAR Technology fees are billed to each office on a monthly basis and the responsibility of each office to collect from participating members within their office.

MEIAR Technology fees include: Access to MLS, ShowingTime, SentriLock Services if applicable, MEIAR Mobile MLS Services and apps.

MEIAR Technology fees must be paid by the 15th of the month. If not paid before the 20th services will be discontinued and a re-connect fee of \$250.00 will be assessed to re-establish services.

Office Set Up Fee: (\$650.00)

\$650.00 One-time office set up fee with continual membership. Fee applies to all new offices and must accompany application.

MEIAR Computer Access Fee: (\$150.00)

\$150.00 One-time computer access fee with continual membership. Fee applied to all applicants and must accompany application.

This agreement is made and entered into by the Mid-Eastern Indiana Association of REALTORS® (MEIAR) and the Participant and Subscriber identified in this agreement.

1. Purposes: the parties have entered into this agreement because (a) MEIAR will provide access to its lockbox system; (b) if Subscriber agrees to the terms in this Agreement; and (c) if Participant makes certain commitments on Subscriber's behalf.
2. Definition and Usage:
 - a) MEIAR; Mid-Eastern Indiana Association of REALTORS®
 - b) MLS Policies; MLS's Rules and Regulations, including the lockbox system rules, as amended from time to time in MLS's discretion.
 - c) Participant; Principal Broker, Broker Owner of a Real Estate Company, Licensed / Certified Appraiser who is also the owner of their appraisal company and a REALTOR® member in good standing with MEIAR or an Affiliate Member of MEIAR with a legitimate need to access property to assist in the selling or closing of said property.
 - d) Subscriber; Sales Associate, Associate Broker, Licensed / Certified Appraiser or Appraiser Trainee associated with a Participant and in good standing with MEIAR.
 - e) Key Card; A pocket sized card with embedded circuits and photograph of subscriber designed to authenticate and control access to lockboxes.
 - f) Lockboxes; A container affixed to a listed property as a device to gain access to the property being marketed by a Participant/Subscriber in the MEIAR MLS.
3. Eligibility Requirements: MEIAR REALTOR® members and approved Affiliate members who are Participants or Subscribers are eligible to participate in the MEIAR lockbox system. MLS Only members of MEIAR are eligible for the key services only, they may not participate in the Lockbox Sharing Program.
4. Subscriber agrees that a lockbox is a container affixed to the property as a device to gain access to the property being marketed by a Participant/Subscriber in the MEIAR MLS. Participants in MEIAR or their subscribers are authorized under certain condition to open these lockboxes under terms specified by the listing broker/agent. Participants and their Subscribers, functioning as agents of potential purchasers. Must contact the listing broker/agent/office or use ShowingAssist to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MEIAR MLS Service or ShowingAssist Service) to show the property without first contacting the listing broker. Subscriber is responsible for NOT accessing a MEIAR lockbox without proper confirmed appointments.
5. Fees: New Participant/Subscriber agrees to pay a \$90.00 access fee for the SentiLock services and the MEIAR monthly technology fee for use of the MEIAR MLS system and SentiLock System. Participant/Subscriber will receive app access, and web access. The MEIAR Technology fee is the responsibility of the Participants Office to collect for all Participants/Subscribers and forward to MEIAR by the 15th of each month.
6. Equipment and System: Participant and Subscriber acknowledge that the SentiLock system, lockboxes, Key Cards, and anything associated with the lockbox service is the sole property of SentiLock and MEIAR (unless purchased outright), and Participant and Subscriber shall return all such property as required by SentiLock or MEIAR. Participant shall return all lockboxes, Key Cards, Card Readers, and other equipment associated with the lockbox system immediately upon termination of the membership, MEIAR MLS participation, termination of lockbox services due to the Participant's failure to pay all fees associated with the service and/or reimbursements for lost equipment as required, or affiliation with an eligible participant. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not

paid within 30 days of the billing date, MEIAR shall have the right to file suit against the Participant / Subscriber for the full amount due plus statutory interest, court costs, attorney's fees and other costs of litigation.

7. Submission to Disciplinary Review/Action: If a Participant / Subscriber breaches this agreement or the MLS Policies, MEIAR Supplement to the IRMLS Rules and Regulations, the MLS Committee or the Board of Directors of the Mid-Eastern Indiana Association of REALTORS® may (a) deactivate all equipment leased or purchased by Participant / Subscriber (b) take legal action against Participant / Subscriber to recover all damages incurred by SentiLock or MEIAR resulting from such default and/or improper use of the Lockbox System; (c) demand the return of all equipment; and/or (d) pursue any other remedy at law or in equity. A maximum fine of \$500.00 will be assessed against the Participant / Subscriber. Any claim or dispute howsoever arising out of the MEIAR / SentiLock Authorized User Agreement shall be resolved solely by arbitration. In the event there is any disagreement on the selection of the arbitrator, a presiding judge in Delaware County, Indiana shall choose the arbitrator. The prevailing party shall be entitled to recover any fees of the arbitrator, reasonable attorney's fees, costs and expenses of the arbitration.

8. Term of Agreement: The term of this agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events: (a) Termination of Participant / Subscriber for any reason; (b) Termination of Participant / Subscriber's association with MEIAR or his/her local Association of REALTORS® for any reason; (c) Failure of the Participant / Subscriber to perform in accordance with any and/or all terms and condition herein set forth in this agreement; (d) Participant / Subscriber MEIAR / SentiLock Authorized User Agreement acknowledges that by signing this Agreement, he/she is granted access to a SentiLock applicable software and lockboxes under the terms of this Agreement.

9. Participants Obligations:

- a) Guaranty and liability for Subscriber conduct. Participant is guarantor of Subscriber's performance under this agreement. Participant is jointly and severally liable to MEIAR for all damages and costs MEIAR sustains as a result of Subscriber's misuse of the SentiLock system, up to and including the last date Subscriber has access to the lockbox system by virtue of the Application issued under this agreement, even if Subscriber is no longer affiliated with Participant at the time of the wrongful conduct.
- b) Participant warranties. Participant warrants that (1) Participant is a licensed real estate broker, licensed or certified appraiser or licensed inspector or licensed pest inspector, or approved affiliate and a member of MEIAR; and (2) Subscriber possesses a real estate licensee and is associated with the Participant as a licensee actively seeking to sell real estate or Subscriber is a licensed or certified appraiser affiliated with Participant.
- c) Subscriber transfers. Participant shall notify MEIAR in writing within 24 hours after Subscriber's transfer of license. If the Subscriber has transferred to a firm which is not participating in MEIAR, or if the Subscriber's license is inactivated or sent back to the state, Participant agrees to make its best efforts to obtain the transferred Subscriber's SentiLock Equipment. Participant acknowledges that they shall be liable for replacement cost of all equipment not returned to MEIAR within 72 hours of Subscriber transfer. If Participant cannot obtain return of the SentiLock equipment, it shall supply MEIAR with copies or written correspondence attempting to obtain the SentiLock equipment return.
- d) Cosign agreement with Subscriber. Participant shall cosign any lockbox agreement executed by a Subscriber affiliated with the Participant.

10. App Activation: The Participant / Subscriber acknowledge that their App must be updated on a regular basis. App may be activated by Login.

11. Security: Participant and Subscriber acknowledge the importance of maintaining security of the lockbox system as a whole. Consequently, Participant / Subscriber shall:

- a) Keep the Key Card in Participant / Subscriber's possession and in a safe place at all times.
- b) Not to allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Key Card, nor disclosed to anyone.
- c) Not to duplicate or attempt to duplicate the Key Card nor allow anyone else to do so.
- d) Not to assign, transfer, or pledge the rights of the SentiLock System, or any components including but not limited to Key Card, Reader, or Lockboxes.

- e) TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - f) To notify MEIAR immediately of the loss or theft of a Key Card. The Participant / Subscriber shall sign and deliver a statement to MEIAR with respect to the circumstances surrounding the loss or theft. MEIAR shall charge for the replacement of Smart Cards either lost or damaged.
 - g) To follow the guidelines outlined in this agreement.
 - h) To follow any additional security measures sets out in the MLS policies, MEIAR Supplement to IRMLS Rules and Regulations.
 - i) To understand and recognize the responsibility to ensure the security of properties accessed through the use of the lockbox system.
 - j) To notify SentiLock when a lockbox fails to release from a property. SentiLock is the only authorized entity to order a lockbox removed from a property because of equipment failure.
12. Indemnification: Participant and Subscriber agree to indemnify and hold MEIAR and their respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MEIAR resulting from loss, use or misuse of the SentiLock, including but not limited to, any and all liabilities including attorneys fees incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock.
13. Lockboxes Not a Security System: Participant and Subscriber acknowledge that the SentiLock lockboxes, Key Card, and other components of the lockbox system are not a security system; they are a marketing convenience and control system. Participant and Subscriber hold MEIAR harmless against any claims that the lockbox system failed, for whatever reason, to prevent or grant admission to any property.
14. Placement of Lockboxes: Lockboxes must not be placed on any property without the written authority of the seller. This authority may be established in the listing agreement or in a separate document created specifically for this purpose.
15. Issuance of Lockboxes: Lockboxes will be issued according to the MEIAR Lockbox sharing program agreement to qualifying participants.
16. Replacement Key Card: MEIAR shall issue a replacement Key Card to the Participant or Subscriber provided the Participant or Subscriber has (1) complied with this agreement and the MEIAR policies with respect to lockboxes; and (2) paid the fee established by MEIAR to replace a Key Card that is lost, stolen or damaged.
17. Right to Modify Rules, Fees, and Fines: MEIAR shall retain the right to modify the MEIAR / SentiLock Authorized User Agreement, rules, user fees and fines associated with the MEIAR lockbox services, from time to time as deemed necessary by the Board of Directors or MLS Committee of MEIAR.
18. Termination:
- a) Participants and Subscribers may terminate the use of the service by returning their SentiLock lockbox system, lock boxes, Key Card(s), and anything associated with the lockbox service to MEIAR. Non-renewal of MEIAR membership requires immediate return of SentiLock lockbox system, lockboxes, Key Card(s), and anything associated with the lockbox service to MEIAR.
 - b) MEIAR may refuse to lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors or MLS Committee, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
 - c) MEIAR may suspend the right of Participant or Subscriber to use lockbox keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board of Directors or MLS Committee, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.
19. Lockbox Fees and Penalties:
- a) A user fee may be assessed, per REALTOR® member or approved Affiliate member, for the lockbox service and is set by the MEIAR Board of Directors.
 - b) Key Cards may NOT be used by anyone other than the individual to whom the Key Card has been assigned. Allowing anyone other than the assigned Key Card holder to use the Key Card may result in a \$500.00 fine.

- c) Any individual who shows a property containing a SentiLock Lockbox must contact the listing broker/agent/office or use ShowingAssist to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MEIAR MLS Service or ShowingAssist Service) to show the property without first contacting the listing broker. Subscriber is responsible for NOT accessing a MEIAR lockbox without proper confirmed appointments. Failure to adhere to this requirement may result in a \$100.00 fine.
- d) Defective Key Card will be replaced by MEIAR at no cost provided that the defective Key Card is returned to the Association office and verified to be defective by SentiLock tech support. Failure to appropriately protect the SentiLock Lockbox or Key Card will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox or Key Card.
- e) Failure to appropriately protect the SentiLock Lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox.
- f) Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing may result in a \$100.00 fine.
- g) A new member will be charged an issuance fee of \$50.00 and equipment charges previously listed upon signing this agreement.
- h) If the Participant / Subscriber fails to pay MEIAR by the specified date on any invoice for services MEIAR shall deactivate and terminate all of the Participant / Subscriber's services until the Participant / Subscriber has paid the total amounts due, including all service and reinstatement fees.
- i) One Day Codes may NOT be assigned to members of the public. Subscriber/Participant may NOT give a one day code that was assigned to Subscriber/Participant to the public. Failure to adhere to this requirement will result in a \$500.00 fine.
- j) Subscriber/Participant must accompany all members of the public during all showings and/or property accesses.

Subscriber (Agent):

Printed Name: _____

Signature: _____ Date: _____

Participant (Principal Broker):

Printed Name: _____ Office: _____

Signature: _____ Date: _____

**Agent Security Level
Broker Authorization Form**

1. Please check either a or b:

- a. I authorize MEIAR to allow **ALL** my licensed agents, who are members of MEIAR or become members of MEIAR (participant), the security rights to enter and maintain their own listings in the MLS.
- b. I DO NOT authorize MEIAR to allow any of my licensed agents, who are member of MEIAR or become members of MEIAR (participant), the security rights to enter and maintain their own listings in the MLS.

2. I understand and acknowledge that, if I have selected option (a) above, participants in my office will have full security rights to add and change listings where they are the listings agent. This includes all fields in the MLS. I further understand the liability of said action is fully my responsibility.
3. I understand and acknowledge that, if I have selected option (b) above, participants in my office will NOT be able to upload photos, associated documents, set up open houses and tours in the MLS.

Broker's Printed Name

Office Name

Broker's Signature

Date

Indiana Regional MLS LLC Participant Agreement

This **AGREEMENT** is made and entered into by Indiana Regional MLS LLC (“**IRMLS**”), with offices at 1415 Union Street, Lafayette, IN 47904; and _____ (“**Firm Participant**”), with offices at _____.

DEFINITIONS AND USAGE.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

Association: The REALTOR® association or multiple listing service organization through which Firm Participant and Subscribers receive the IRMLS Service.

Association Policies: The rules and regulations, and policies and procedures adopted by Association’s board of directors or authorized delegates, as Association amends them from time to time.

Individual Participants: With regard to each office of Firm Participant, the individual responsible for Firm Participant’s conduct under IRMLS Policies that is a “participant” as that term is defined in the IRMLS Policies.

IRMLS Affiliates: IRMLS Affiliates means IRMLS and its officers, directors, employees, agents, representatives, licensors and shareholders.

IRMLS Database: All data available to Firm Participant on the IRMLS System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

IRMLS Policies: IRMLS’s then current bylaws, rules and regulations, and policies and procedures adopted by IRMLS’s board of directors or authorized delegates, as IRMLS amends them from time to time.

IRMLS Service: The services IRMLS provides to Firm Participant under this Agreement and similar services IRMLS provides to third parties under similar agreements, including any access or license to the IRMLS Software, the IRMLS Database, and the IRMLS System.

IRMLS Software: IRMLS’s proprietary web browser interface(s) to the IRMLS System.

IRMLS System: The aggregate of all hardware and telecommunications systems that IRMLS maintains, or that IRMLS contractors maintain on its behalf, in order to make access to the IRMLS Database available to Firm Participant.

Other Participants and Subscribers: All Participants and Subscribers of IRMLS not party to this Agreement.

Participant Compilation Contribution or “PCC.” All selection, coordination, and arrangement by Subscribers of the listing information submitted, contributed, or input in the IRMLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the IRMLS System. PCC does not include original text or photographs.

Participant Contribution: All data that the Subscribers submit, contribute, or input in the IRMLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the PCC.

Saved Information: Information that Subscribers store in the IRMLS System for their own later use that is not intended by them to be available to Other Participants and Subscribers, including client prospect and contact information.

Subscribers: Firm Participant’s employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term “including” is used, it means “including, but not limited to.”

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term “law” is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, “law” expressly includes all state and federal fair housing statutes and regulations.

IRMLS'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the IRMLS Policies and/or Association Policies, Association shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the IRMLS service by virtue of this Agreement or another license agreement; and Individual Participants for which Firm Participant is responsible shall have all rights and obligations of a participant in IRMLS as set forth in the IRMLS Policies and/or Association Policies. The user ID and password will provide Individual Participants access to all data and functions in the IRMLS Service to which Individual Participants are entitled under the IRMLS Policies and/or Association Policies. IRMLS makes no warranties, however, that the IRMLS Service will be available at all times.

FIRM PARTICIPANT ACKNOWLEDGMENTS.

4. **Modifications to service.** IRMLS may, but is not required to, modify the IRMLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the IRMLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** IRMLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the IRMLS Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, IRMLS may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the IRMLS Policies, Association Policies, or infringement of intellectual property right. Additionally, IRMLS shall have the right to alter and/or remove metadata and copyright management information contained in the Participant Contribution.

6. **Conditions of service.** Firm Participant must at all times have an Individual Participant designated for each office. Firm Participant shall ensure that at all times Individual Participants for which Firm Participant is responsible under this Agreement satisfy the prerequisites for participation in the IRMLS Service. The prerequisites are set out in the IRMLS Policies and/or Association Policies; at present, they include a requirement that Individual Participants either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property. Individual Participants must maintain active membership in a REALTOR® association at all times during the term of this Agreement. Subscribers may enter and retrieve active listing information on the IRMLS Service only if Firm Participant offers compensation to or accepts compensation from other principal brokers.

7. **Saved Information.** Saved Information may not always be available to Firm Participant and may become available to unauthorized persons. IRMLS is not liable for unauthorized access to or loss of Saved Information. Firm Participant is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties.** IRMLS reserves the right to distribute to third parties certain information about Firm Participant, including Firm Participant's and Individual Participants' names and business addresses, phone numbers and email addresses. IRMLS reserves the right to distribute to third parties aggregated information about Firm Participant's, Individual Participants, and Other Participants' and Subscribers' use of the IRMLS Service, but not about Firm Participant's or Individual Participants' use specifically.

9. **Disclosure to government.** Firm Participant acknowledges that IRMLS may provide government agencies access to the IRMLS Service at any time in IRMLS's sole discretion.

10. **Priority of agreements.** Firm Participant must enter into this Agreement before any Subscriber may obtain access to the IRMLS Service.

11. **If Firm Participant is an appraisal firm,** Firm Participant acknowledges that certain information in the IRMLS Database, including information about listings currently for sale, may be withheld from Firm Participant and Individual Participants pursuant to the IRMLS Policies and/or Association Policies.

12. **IDX and VOW data access subject to separate agreement.** Firm Participant acknowledges that access to IRMLS's IDX or VOW database and data feeds can occur only subject to a separate written agreement between IRMLS, Firm Participant and Subscriber, as applicable.

FIRM PARTICIPANT'S OBLIGATIONS.

13. **Use limited.** Firm Participant shall use the IRMLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the IRMLS Policies and/or Association Policies. Except as expressly provided in this Agreement and the IRMLS Policies and/or Association Policies, Firm Participant shall not copy, create derivative works of, distribute, perform, or display the IRMLS Service or any part of it, except the Participant Contribution.

14. **Confidentiality.** Firm Participant shall maintain the confidentiality of its user ID and password. IRMLS issues each Subscriber a separate ID and password, and Participant must not facilitate sharing of passwords among Subscribers. Firm Participant shall ensure that the Subscribers maintain the confidentiality of their user IDs and passwords and that no one but authorized Subscribers obtains access to the IRMLS Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the IRMLS Database, and the IRMLS System, Firm Participant shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the IRMLS Policies and/or Association Policies. Firm Participant may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, the disclosing Firm Participant first gives reasonable notice to IRMLS to permit IRMLS to seek a protective order.

15. **Equipment.** Firm Participant shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the IRMLS Software, necessary for Participant's use of the IRMLS Service.

16. **Participant Contribution.** With regard to any Subscriber making a Participant Contribution to the IRMLS Service, Firm Participant warrants that the information submitted complies with the IRMLS Policies and/or Association Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Firm Participant warrants that the Participant Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution.

17. **Subscriber agreements.** Firm Participant shall ensure that each Subscriber who will have access to the IRMLS System or IRMLS Database, enters into a Subscriber agreement with IRMLS. Firm Participant is liable to IRMLS and/or Association for all fees due under each Subscriber agreement.

18. **Subscriber supervision.** Firm Participant shall ensure that all Subscribers comply at all times with the IRMLS Polices, Association Policies, and with applicable laws. Firm Participant is liable for any Subscriber's breach of any agreement between the Subscriber and IRMLS relating to the IRMLS Service or violation of any of the IRMLS Policies or Association Policies as if Firm Participant had committed it.

19. **List of Subscribers.** Firm Participant shall ensure IRMLS and Association has a current list of all of Subscribers; Firm Participant shall inform Association in writing of any change in the Subscribers within 24 hours of the change.

20. **Accurate information.** Firm Participant warrants that the Subscribers have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm Participant shall ensure that any changes to the Participant Contribution are made on the IRMLS System within such time as IRMLS shall provide in the IRMLS Polices and/or Association Policies. Pursuant to the IRMLS Policies and/or Association Policies, Firm Participant shall provide to IRMLS or Association all documentation IRMLS or Association requests of Firm Participant to ascertain Firm Participant's compliance with this Agreement.

INTELLECTUAL PROPERTY.

21. Election regarding copyrights in Participant Contributions.

Firm Participant must elect from the following options. If no election is indicated, or if both options are checked, then Participant is deemed to have selected Option II.

OPTION I

(a) **Assignment from Participant.** Firm Participant hereby unconditionally assigns to IRMLS all right, title and interest in the Participant Contribution, including, without limitation, any copyrights therein under U.S. and international copyright law; Firm Participant warrants that it has the authority to make this assignment. Firm Participant acknowledges that once it has made the election agreeing to this section, all copyrights in all portions of the Participant Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in IRMLS.

(b) **IRMLS Obligations.** IRMLS hereby grants to Firm Participant a non-exclusive, perpetual, world-wide, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution and those portions of the IRMLS Database relating to Firm Participant's listings. IRMLS shall make

quarterly registrations of the IRMLS's copyrights in the IRMLS Database; IRMLS shall employ reasonable efforts to detect and hinder third parties using the Participant Contribution without Firm Participant's permission.

□ **OPTION II**

(a) **License from Participant.** Firm Participant hereby grants to IRMLS a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution. Firm Participant warrants that it has the authority to grant this license.

(b) **IRMLS has no obligations to protect.** Firm Participant acknowledges that: (i) IRMLS makes no grant of license or assignment to Firm Participant of any rights in the IRMLS Database except as set forth in paragraph 22; (ii) IRMLS will make no effort to register the copyrights in the Participant Contribution, and Firm Participant will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) **IRMLS will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm Participant's permission;** (v) IRMLS will make no effort to secure for Firm Participant the right to use copyright works created by Subscribers or third parties.

22. **Other provisions.** Pursuant to the IRMLS Policies, the PCC shall be a work made for hire by Participant and Subscribers for the benefit of IRMLS, which shall be deemed the PCC's author for purposes of copyright law. IRMLS hereby grants Firm Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the IRMLS Software and the IRMLS Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the IRMLS Policies and only to deliver real estate brokerage or appraisal services to Firm Participant's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the IRMLS Policies are prohibited. Title to the Licensed Materials remains at all times in IRMLS and shall not pass to Firm Participant.

23. **Further Participant warranty.** Firm Participant warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm Participant has the written consent of any party necessary to provide the Participant Contribution to IRMLS.

24. **Limitations on use by IRMLS.** IRMLS agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the IRMLS Service if Firm Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after IRMLS has provided notice of its intention to provide the Participant Contribution to the third party. For purposes of the previous sentence, brokers participating in any MLS in a data sharing relationship with IRMLS that includes an offer of interbroker compensation are subscribers to the IRMLS Service.

FEES AND PAYMENT TERMS.

25. **Applicable fees.** No fees are due directly to IRMLS hereunder. Association is solely responsible for establishing the fees it charges for access to the IRMLS Service and for determining the means of collecting those fees. IRMLS does not control or fix the fees that brokers and salespersons pay to Association (or other REALTOR® associations) for access to IRMLS Service.

26. **Payment terms.** Firm Participant agrees to pay all applicable fees to Association when they come due according to Association's policies. Association may revise its schedule of fees at its sole discretion at any time, subject to its own policies. Association may suspend services to Firm Participant, Subscribers, and their employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers) for failure to pay according to Association's policies.

27. **No refunds.** Association or IRMLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the IRMLS Policies and/or Association Policies provide otherwise. Initiation fees, if any, are not refundable.

28. **Taxes.** All fees for the IRMLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Association and Firm Participant shall pay all such taxes and levies other than any tax or levy on the net income of IRMLS.

29. **Fines.** IRMLS and/or Association may collect fines from Firm Participant and from Individual Participants for violation of the IRMLS Policies or Association Policies by Firm Participant, Individual Participant and Subscribers. Payment terms for fines are set out in the IRMLS Policies or Association Policies. IRMLS and/or Association may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION.

30. **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

31. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three days after written notice to the breaching party and Association if the breach or nonperformance has not then been remedied.

32. **Termination for breach of policies.** Paragraph 31 notwithstanding, IRMLS may terminate this Agreement if Firm Participant fails to comply with the IRMLS Policies or Association Policies; if Firm Participant violates or is alleged to have violated the IRMLS Policies or Association Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm Participant have expired as provided in the IRMLS Policies and/or Association Policies. If in IRMLS's judgment, however, a violation or alleged violation of the IRMLS Policies or Association Policies is resulting in a continuing harm to IRMLS or Other Participants or Subscribers, IRMLS may suspend Firm Participant's access to the IRMLS Database during the pendency of any hearing or appeal.

33. **Termination for failure to pay.** In the event Firm Participant fails to pay Association any fees required under this Agreement, IRMLS may terminate service without being subject to arbitration. In its sole discretion, IRMLS may suspend its performance under this Agreement rather than terminating it, in the event that Firm Participant fails to pay any fees required under this Agreement.

34. **Termination for convenience.** Either party may terminate this Agreement with or without cause, upon thirty days' written notice to the other party and Association.

35. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) IRMLS or Association shall deactivate Firm Participant's and Individual Participants' user ID and password, and Firm Participant and Individual Participants shall have no further access to the IRMLS Service; (b) Firm Participant shall purge all copies of the IRMLS Software and the IRMLS Database (except the Participant Contribution) from Firm Participant's personal computers, and shall cause Individual Participants and Subscribers to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 Option I(b) and Paragraph 21 Option II(a), if any, shall immediately terminate.

36. **Effect on Subscribers.** In the event of any termination or suspension of this Agreement, upon IRMLS notice to Subscriber, IRMLS may in its sole discretion suspend Subscriber access to IRMLS System or terminate Subscriber license and access agreements. If IRMLS does not exercise its right to suspend Subscriber access to the IRMLS System or terminate Subscriber license and access agreements, the Subscriber license and access agreement shall continue in force with the intellectual property option selected by Firm Participant in the terminated agreement.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

37. **DISCLAIMER OF WARRANTIES.** IRMLS PROVIDES THE IRMLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE IRMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE IRMLS SERVICE ARE AT THE SOLE RISK OF FIRM PARTICIPANT. THE IRMLS AFFILIATES DO NOT WARRANT THAT THE IRMLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE IRMLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE IRMLS SERVICE. THE IRMLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE IRMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE IRMLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The IRMLS Service may contain hyperlinks to web sites operated by parties other than IRMLS; IRMLS does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

38. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE IRMLS AFFILIATES SHALL BE LIABLE TO FIRM PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE IRMLS SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE IRMLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE IRMLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE IRMLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

39. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL IRMLS BE LIABLE TO FIRM PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID IRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

40. **Indemnification.** Firm Participant shall defend, indemnify and hold the IRMLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the IRMLS Affiliates or Other Participants and Subscribers arising from

any acts of Subscribers, including (a) putting inaccurate information into the IRMLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the IRMLS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

41. **Acknowledgment.** Firm Participant acknowledges that IRMLS and/or Association have set their fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES.

42. **Injunctive relief.** Firm Participant acknowledges and agrees that the IRMLS Software and IRMLS Database are confidential and proprietary products of IRMLS and that in the event there is an unauthorized disclosure of them by Firm Participant, no remedy at law will be adequate. Firm Participant therefore agrees that in the event of such unauthorized disclosure of IRMLS Software or IRMLS Database, IRMLS may obtain injunctive relief or other equitable remedies against Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

43. **Dispute resolution.** In the event IRMLS claims that Firm Participant has violated the IRMLS Policies and/or Association Policies, IRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the IRMLS Policies and/or Association Policies, provided MLS does not also base a claim that Firm Participant has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 33, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Tippecanoe County, Indiana, except that it may be held by telephone where the Arbitration Rules expressly so permit. Firm Participant agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Tippecanoe County, Indiana.

44. **Liquidated damages.** Firm Participant acknowledges that damages suffered by IRMLS from access to the IRMLS Service by an unauthorized third party as a result of disclosure of Firm Participant's password or an unauthorized disclosure by Firm Participant of the IRMLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to IRMLS to enter into this Agreement with Firm Participant, Firm Participant agrees that (a) in the event that any disclosure of Firm Participant's or Individual Participants' password results in access to the IRMLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm Participant shall be liable to IRMLS for liquidated damages in the amount of \$5,000 (or the amount established in the IRMLS Policies and/or Association Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Firm Participant makes unauthorized disclosure of any portion of the IRMLS Database to any third party, Firm Participant shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the IRMLS Policies and/or Association Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

45. **Legal fees.** In the event of legal action or arbitration between IRMLS and Firm Participant, or IRMLS and any Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If IRMLS is the prevailing party in an action against a Subscriber, Firm Participant shall be obligated to pay these costs on the Subscriber's behalf.

MISCELLANEOUS.

46. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by IRMLS and Firm Participant, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party. The foregoing notwithstanding, Association is a third-party beneficiary of this Agreement and the parties agree that Association may enforce those covenants herein of which Association is beneficiary.

47. **Interpretation and amendment.** Firm Participant expressly consents to the execution of amendments by electronic means (such as web site “click through” agreements). IRMLS may amend this agreement by providing 30 days’ advance notice of the amendment to Firm Participant. If Firm Participant or any Subscriber continues to use the IRMLS Service or IRMLS Database after the expiration of the 30-day notice period, Firm Participant will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

48. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Firm Participant. Any purported assignment in contravention of this section is null and void.

49. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraphs 37 through 41 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Firm Participant’s access to the IRMLS Service shall immediately terminate.

50. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana applicable to contacts made and performed in Indiana, without regard to its conflicts of law and choice of law provisions.

51. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

Indiana Regional MLS LLC

Firm Participant

Carrie Kendall, General Manager

Signature

Carrie Kendall, General Manager

Print name

August 1, 2021

Effective Date

Firm Participant name

Signature of principal

Print name of principal

IRMLS Participant Agreement
August 1, 2021