

NON-MEMBER SUBSCRIBER APPLICATION AND AGREEMENT

Name of Subscriber _____

REFERENCE ONLY – ALL FORMS WILL BE SIGNED ELECTRONICALLY

Home Address: _____ City, State, Zip _____

Phone : _____ Email: _____

Subscriber is a licensed real estate broker/agent or is professional licensed or certified to engage in the appraisal of real property in the following State: _____ License Number: _____

Affiliated Participant Information

Brokerage/Company Name: _____

(Name of firm where Subscriber is affiliated)

Firm Address: _____ City, State, Zip _____

By subscribing to obtain access to the MLS administered by MRED through C.A.R., I hereby agree to the following:

1. That my subscription through C.A.R. to MRED is conditioned upon remaining affiliated/licensed under the Brokerage/Company set forth above and also having an active real estate license in good standing within the State referenced above. Should I no longer be affiliated/licensed under Brokerage/Company, or should my real estate license no longer be in active or good standing within my state of licensure, C.A.R. may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my access to the MLS, and do so without any obligation to refund any fees. If I become affiliated with a new brokerage/company that also participates in the MLS administered by MRED through C.A.R., then C.A.R. may reactivate my MLS subscription so long as any fees, service charges, and assessments for MLS access are paid or prepaid for the period of service as a condition of being granted MLS access.
2. To strictly abide by (i) all of terms and conditions related to the MLS set forth in C.A.R.'s Bylaws, (ii) C.A.R.'s Policy Manual related to the MLS, including, without limitation, Section 614, and C.A.R.'s MLS Only Compliance Policy, (iii) all terms, conditions, and policies of the MLS and MRED, including MRED's Code of Conduct related to the MLS; and (iv) all applicable federal, state, and local statutes, regulations, ordinances, and other laws; and that C.A.R. may, with or without prior notice, and without any obligation to refund any fees, suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my access to the MLS should I commit any violation thereof or should my affiliated Participant commit any violation thereof or fail to fulfill its supervisory responsibilities under C.A.R.'s Policy Manual and MLS Only Compliance Policy.
3. That I am an Authorized User under C.A.R.'s MLS Only Compliance Policy, and that any violation of the MRED Code of Conduct may result in an MLS Citation, fine, corrective action, or suspension or termination of my MLS access under that Policy. I further acknowledge that a copy of any citation, notice, or sanction issued to me will be provided to my affiliated Participant.
3. That C.A.R. may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my access to the MLS, and do so without any obligation to refund any fees, should the MLS or MRED change the terms of the access or service in a manner that would prohibit me from having access to the MLS;
4. That C.A.R. may suspend, terminate, or not renew, or cause a suspension, termination, or non-renewal, of my access to the MLS, and do so without any obligation to refund any fees, should my firm or I fail to pay any applicable fees to C.A.R. or MRED when due.
5. That C.A.R. may at any time, and without prior notice, change the provisions in its Bylaws or Policy Manual related to MLS access and I must abide by any changes to such provisions.

I represent that I have read and understand the Bylaws of C.A.R./MRED, the Policy Manual and all other applicable policies of C.A.R./MRED, MRED's Rules and Regulations, including MRED's Code of Conduct, C.A.R.'s MLS Only Compliance Policy, and the Code of Ethics and Professional Standards manual of the National Association of REALTORS® (where applicable) and hereby agree to abide by the same. I further understand and agree that the granting of MLS access to me does not confer membership in C.A.R. and that I may not represent or hold myself out to be a member of C.A.R.

I understand and agree that, in accordance with the current Policy Manual, all fees, service charges, and assessments for MLS access must be prepaid for the period of service as a condition of being granted MLS access. To the extent that there are additional fees, services charges, other assessments, or fines that that are incurred or imposed, the additional fees, service charges, assessments, and fines must be paid within 30 days of receipt of an invoice or notice from C.A.R. or the MLS provider. I further understand and agree that, in the event that additional fees, services charges, other assessments, or fines are not paid within 30 days of receipt of an invoice or notice from C.A.R. or the MLS provider, my access to the MLS may be subject to suspension or termination, and that my MLS access shall cease.

I, in exchange for being granted MLS access, agree to indemnify and save harmless C.A.R. and its officers, employees, attorneys against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with my access to or use of the MLS or any failure to meet the terms of this Agreement, the Bylaws, Policy Manual, other applicable policies of C.A.R./MRED, MRED's Rules and Regulations, including MRED's Code of Conduct, and the Code of Ethics and Professional Standards manual of the National Association of REALTORS®.

I ACKNOWLEDGE AND AGREE THAT IN PROVIDING ACCESS TO THE MLS THROUGH MRED, C.A.R. PROVIDES THE SERVICES "AS-IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND HAS MADE NO REPRESENTATIONS AS TO THE SUITABILITY OR QUALITY OF THE SERVICES THAT IT OR MRED MAY PROVIDE. EXCEPT FOR CLAIMS ARISING OUT OF C.A.R.'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, I AGREE THAT I MAY NOT SEEK, AND DO NOT HAVE THE RIGHT TO SEEK, TO RECOVER A JUDGMENT FOR MONETARY DAMAGES AGAINST C.A.R., OR ANY OF IT OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ATTORNEYS, REGARDING ANY CLAIMS RELATED TO THIS AGREEMENT, MLS ACCESS, OR TERMINATION OR SUSPENSION THEREOF.

Signed: _____

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Please Note: The Midwest Real Estate Data is Internet based. Access to the Internet is required to view Midwest Real Estate Data.