Chicago ASSOCIATION OF REALTORS®

NEW APPRAISER OFFICE APPLICATION
APPRAISER LICENSEES

NOVEMBER 2026

For Appraisers Opening a New Office with CAR

Thank you for your interest in joining the Chicago Association of REALTORS®! To expedite the processing of your new office application, please review the following checklists and provide the documents applicable to your scenario.

New Office Checklist

☐ Completed and Signed Application & Payment Information
☐ Completed and Signed MRED Agreements (2 Documents)
  ☐ Application and Agreement (1 Page)
  ☐ Participation Agreement & Copyright (5 pages)
☐ Copy of Appraisal License
☐ If Appraiser is Doing Business As (DBA) a name other than the name on the Appraisal License, also include the DBA provided by the Secretary of State and registered with IDFPR.
 	
If you are joining CAR and are currently or have recently been a member of another REALTOR® association, we will also need:
☐ Letter of Good Standing from your primary/former REALTOR® Association

Completed applications can be submitted securely online at www.chicagorealtor.com/upload
Submit all documentation together in one submission. You may include multiple attachments and file types in the same submission.

If you have questions regarding your application, please contact our Membership team at 312-803-4900 or membership@chicagorealtor.com

We look forward to welcoming you as a new member of the Chicago Association of REALTORS®!

All fields marked with an *Asterisk are Required

TELL US ABOUT YOURSELF

Full Name*: _____
As written on your IDFPR Appraisal License

Nick Name: _____
If you will be doing business by a different name for advertising and communications, you must first have IDFPR add your Nick Name/AKA name to your Appraisal License. Examples may include going by an abbreviated name, a middle name, or other nick name not referenced on your appraisal license. Email fpr.realestate@illinois.gov and request this AKA name be added to your appraisal license. Once added, we can update your membership records to reflect this nick name.

Appraisal License Number*: _____ **Date of Birth*:** _____/_____/_____

Home Address*: _____
Address, including Unit # (If applicable) *City* *State* *Zip*

Permanent Email Address*: _____
Internal only. This should be a personal email address. It will not be publicly displayed on the MLS

Cell Phone*: _____

Which gender do you identify with?*: ☐ Female ☐ Male ☐ Non-Binary ☐ I Prefer Not to Answer

What industry are you coming from*? ☐ Business/Finance ☐ Construction/Trades ☐ Cosmetology ☐ Education ☐ Government/Public Sector ☐ Health Care ☐ Hospitality/Restaurant ☐ Legal ☐ Non-Profit/Association ☐ Real Estate/Current REALTOR® ☐ Retail ☐ Retired ☐ None ☐ Other _____

Are you joining with the intent to be a full-time or part-time member?*: ☐ Full-Time ☐ Part-Time ☐ Unsure

If Part-Time, what industry is your primary employment?

NEW OFFICE INFORMATION

Company Name*: _____
Your Company Name will reflect your Personal Name/Appraiser License Name unless you have a registered DBA or Company Name with IDFPR.

Address of Company*: _____
Address, including Suite (If applicable) *City* *State* *Zip*

Phone Number of Company*: _____ **Fax Number:** _____
This will be displayed on the MLS

MLS CONTACT INFORMATION FOR APPRAISER

This information will be displayed with your MLS contact information and MLS Listings.

Phone Number for MLS*: _____ or ☐ None, company phone number only
Cell phone or other direct phone number is recommended.

Email for MLS/Business Email*: _____

CURRENT OR PREVIOUS REALTOR® MEMBERSHIP

Are you a current member in Good Standing with the Chicago Association of REALTORS®*? ☐ Yes ☐ No

If yes, enter your CAR Member ID: _____

Have you now or have you ever held membership with another REALTOR® Association*? ☐ Yes ☐ No

If you answered no, you may proceed to the next section.

If you answered yes, please answer the following questions:

Name of Current/Former Association: _____

Member ID at this Association: _____

Year you joined this association? _____

Year you left this association? _____ OR *choose one:* ☐ Current Member, intend to stay with this Association.
☐ Current Member but leaving and transferring primary membership to CAR.

PREFERENCES, SPECIALTIES, DESIGNATIONS, AND INTERESTS

Preferred Address for Mail: ☐ Home Address ☐ Office Address *(If left blank, Home will be selected by default)*

Please note Chicago REALTOR® Magazine is delivered 4 times per year to Applicant's Home Address

Check your Real Estate Specialties: *(choose all that apply. If left blank, Residential will be selected by default.)*

☐ Appraisal ☐ Auction ☐ Commercial ☐ Development ☐ Industrial ☐ Office Space ☐ International ☐ Investment
☐ Leasing ☐ Property Management ☐ Rehabs ☐ Residential ☐ Retail ☐ Multi-Family ☐ Other

Current REALTOR® Designations: _____

Additional Languages Spoken: _____

Other professional or trade association memberships: _____

Do you want to receive the CommercialForum E-Newsletter? ☐ Yes ☐ No

Do you want to receive CAR's Global Real Estate Council E-Newsletter? ☐ Yes ☐ No

Do you want to receive CAR's Young Professional's Network (YPN) E-Newsletter? ☐ Yes ☐ No

Are you a current member of any of the following Industry Partners; or interested in learning more about any of the following Industry Partners?

Current Member	Want to Learn More	
☐	☐	Asian Real Estate Association of America, Chicago Chapter (AREAA)
☐	☐	Dearborn REALTIST Board (DRB)
☐	☐	National Association of Gay and Lesbian Real Estate Professionals, Chicago Chapter (NAGLREP)
☐	☐	National Association of Hispanic Real Estate Professionals, Chicago Chapter (NAHREP)
☐	☐	Real Estate to the Rescue (RTTR)
☐	☐	Women's Council of REALTORS®, Chicago Chapter (WCR)
☐	☐	Veterans Association of Real Estate Professionals, Chicago Chapter (VAREP)

I hereby submit the initial fees and application for membership in the Chicago Association of REALTORS®. In the event of my election to membership, I agree to abide by the By-laws of the Chicago Association of REALTORS® and the Code of Ethics of the National Association of REALTORS®. Upon the expiration of said membership for any cause, I will discontinue use of the designation "REALTOR®" and return to the Association all identifying indications of membership and any items which are the property of the Association.

I further certify that in signing this application, all answers given on this application are true and correct and I authorize said Board through its representatives to make such investigation as may be considered advisable to verify the statements herein made by me. I give the Association permission to communicate with me via phone, email, and/or fax.

I agree to pay the established fees as are due and payable as long as I remain a member of this Association. **I understand that I am paying for pro-rated dues for the fiscal year 10/1 through 9/30. I acknowledge that I will receive an invoice every August for the following fiscal year's annual dues (10/1 – 9/30).** I understand that my renewal dues payment is due and must be received by CAR no later than 10/1 of each year. I understand that RPAC and C.A.R. Foundation amounts are voluntary. I understand that all dues and fees paid to the Association are non-refundable unless stated otherwise in our Policy Manual.

I agree to complete New Member Orientation, Code of Ethics, and Fair Housing courses as a prerequisite to my consideration for membership. Furthermore, I agree to complete all 3 required courses and be installed as a member **within 120 days from the date of this application.** Otherwise, I understand that all monies paid to the Association by me will be kept by the Association as its process fee and that it will be necessary for me to re-apply for membership, which will include the additional payout of all fees and costs.

I hereby authorize the Association to bill me MRED access charges, and I agree to pay MRED payments fully and punctually if I am joining a MRED office. I understand that if the monies are not received by the Association by the invoice due date, my MRED access will be suspended and that I will be required to pay a reactivation fee along with past due amount to have my MRED access re-activated.

I understand my office must be in compliance with all local zoning ordinances and homeowner and/or condominium association rules, regulations, and policies.

REALTOR® Association Communication Consent

I understand that by providing my home address, email address(s) and telephone number(s), I consent to receive communications sent from the Chicago Association of REALTORS®, Illinois REALTORS®, and the National Association of REALTORS® via U.S. Mail, e-mail, or telephone at those number(s)/address(es) listed in this application.

Applicant Signature*: _____ Date*: _____

REALTOR® PRINCIPAL CERTIFICATION AND ACKNOWLEDGEMENT

I hereby certify that the named applicant for membership is an employee or associate actively engaged in real estate within my office; that I believe said applicant is honest, trustful and of good reputation, and I recommend that the named Board elect said applicant to membership.

By choosing to become a REALTOR® Principal with the Chicago Association of REALTORS®, I acknowledge that under the National Association of REALTORS® Dues Formula, I have a total dues obligation based on the number of licensees sponsored in my office. I acknowledge that I will receive credit towards that total dues obligation for each individual licensee who chooses to individually hold REALTOR® membership. After applying all credits based on those individual licensees who have chosen to hold REALTOR® membership, I acknowledge that I will be invoiced a non-member assessment fee for the remaining balance. I acknowledge that non-member assessment fees are my responsibility as the REALTOR® Principal member and not the responsibility of any individual non-member licensee. In the event of my election to REALTOR® membership, I agree to abide by the By-laws of the Chicago Association of REALTORS® and the Code of Ethics of the National Association of REALTORS®.

Applicant Signature*: _____ Date*: _____

New Membership Dues & Fees and Renewal Notice

Even though you are joining as a new member today, CAR has begun its annual membership renewal. CAR's fiscal year runs October 1st – September 30th, and every member renews on this same annual cycle. The dues and fees listed below will cover your membership for 11-months: from November 2026 – September 30, **2027**.

You have two payment options to join CAR. You may pay in full through September 30, **2027**, which results in a $45 savings; or you may pay a required portion today with 2 additional installment payments as scheduled below. If selecting the installment option, your dues & fees will be paid through September 30, 2027 upon payment of the final installment.

Select One Payment Option Below*

◯ **Pay in Full** *(11 months of membership)*		◯ **Required Portion Now, Pay in Installments Later**		
New REALTOR®	**Transferring REALTOR®**		**New REALTOR®**	**Transferring REALTOR®**
$2,286.08	**$1,818.58**	**Required to Join**	**$1,561.08**	**$1,093.58**
A $45 savings compared to installments!		By 01/8/2027	$442.50+	$442.50+
		By 02/19/2027	$417.50+	$417.50+

If the amount due today is different or variable, we will contact you before charging your card. Card information below is still required. All dues and fees are non-refundable unless stated otherwise by our Refund Policy.

****+A voluntary contribution of $45 to RPAC, CAR's Charitable Foundation, and Real Property Alliance (RPA) will be included in your invoice. At the time payment, you may choose when completing your payment online to modify the $45 voluntary contribution. Choosing not to contribute will not impact services or membership. For the Pay in Installments option, each installment includes a required $15 processing fee.***

Below is a breakdown of the membership dues and fees that cover a 11-month period from November 2026 through September 30, **2027**. CAR dues do not include a subscription to SentriLock or Commercial Contracts Pro. These are optional add-on services which you may subscribe to after membership.

Nov '26 – Sept '27	**If Appraiser is a New REALTOR®**
Local Dues (CAR)	$332.75
State Dues (IR)	$432.50
National Dues (NAR)	$272.00
MRED MLS User Fee	$390.50
MRED MLS Office Fee	$183.33
MRED Office Start-up Fee (One Time)	$400.00
Application Fee (One Time)	$275.00
Total	**$2,286.08**

Check One*: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Name on Card*: _____

Card Number*: _____ **Expiration*:** _____/_____

Refund Policy Agreement*: ☐ "I acknowledge and agree to the terms of the Refund Policy on ChicagoREALTOR.com"

Authorized Signature*: _____ **Date*:** _____

Add the Following One-Time Investment/Contribution to Today's Payment:
See page 5 for more information

☐ $20 "Fair Share" to RPAC *Recommended*
☐ $20 to CAR's Charitable Foundation
☐ $5 to Real Property Alliance (RPA)

Please allow 3 business days to receive your welcome email. Applications with blank payment information will not be processed.

Information on Voluntary Investments and Donations

RPAC INVESTMENT: The REALTORS® Political Action Committee (RPAC) is a non-profit, non-partisan organization whose purpose is to provide financial assistance to the election campaigns of qualified candidates.

The PAC receives voluntary contributions from REALTORS®, REALTOR® ASSOCIATES and others interested in the rights of private property ownership. The record, program and quality of candidate determine who gets PAC support. Its primary role is to support local elected officials/candidates.

Payments or contributions to Chicago Association of REALTORS®, Illinois REALTORS® and RPAC either state or federal, are not deductible as charitable contributions for federal income tax purposes. Local, state, and national dues may be deductible as a business expense. Contributions to RPAC are voluntary and the amount listed for RPAC is merely a suggestion.

C.A.R. FOUNDATION DONATIONS: A 501(c)3 charitable organization, we are the education, philanthropic and research arm of the Chicago Association of REALTORS® Provide REALTORS® with opportunities to enhance their business through education; foster careers in real estate, and champion the professional image of the Chicago REALTOR®.

REAL PROPERTY ALLIANCE (RPA): Assist your REALTOR® community with a voluntary contribution to RPA which provides insight and analysis for Illinois property owners and a voice for establishing sound real estate policy that promotes growth and seeks to limit taxes and regulations which can make it harder to live and work in the state. Contributions to the Real Property Alliance are tax-deductible contributions.

REAL ESTATE EDUCATION FOUNDATION (REEF): Assist your REALTOR® community with a voluntary contribution to REEF which will expand Real Estate research and provide assistance to qualified students. Contributions to the Real Estate Education Foundation (REEF) are tax-deductible contributions.

Tax Deductibility and Required Disclosures

NON-DEDUCTIBILITY PERCENTAGE

Compliance with the Tax Reform Act of 1993, as amended by the Tax Cuts and Jobs Act of 2017, requires that the portion of dues attributable to lobbying and political activities at the Local, State and Federal levels of government be considered nondeductible for income tax purposes.

For 2026, with ILLINOIS REALTORS® dues at $219 and the RVOICE assessment at $85 per member (a total of $304), ILLINOIS REALTORS® computes 32 percent, or $97.28, to be nondeductible for income tax purposes due to lobbying efforts by ILLINOIS REALTORS®. For 2026, with ILLINOIS REALTORS® dues at $226 and the RVOICE assessment at $85 per member (a total of $311), ILLINOIS REALTORS® computes 32 percent, or $99.52, to be nondeductible for income tax purposes due to lobbying efforts by ILLINOIS REALTORS®.

For 2026, with dues at $156 per member, NAR computes 35 percent, or $55, to be nondeductible for income tax purposes due to NAR's lobbying efforts. Please note that the entire $45 Public Awareness Campaign special assessment qualifies as fully deductible. For 2027, with dues at $156 per member, NAR computes 35 percent, or $55, to be nondeductible for income tax purposes due to NAR's lobbying efforts. Please note that the entire $45 Public Awareness Campaign special assessment qualifies as fully deductible.

For 2026, with dues at $354 per member, the entire amount qualifies as fully deductible for tax purposes. For 2027, with dues at $363 per member, the entire amount qualifies as fully deductible for tax purposes.

2026 AND 2027 NAR SPECIAL ASSESSMENT

For both years, NAR's $45 mandatory assessment for the Consumer Advertising Campaign is for classifications of REALTOR® and REALTOR®-ASSOCIATE. The Consumer Advertising Campaign funds a nationwide public awareness campaign that includes TV network and cable ads highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®. As always, the assessment is not prorated so new members who join throughout the year owe the full $45. Note that the entire $45 portion of dues related to Consumer Advertising Campaign qualifies as deductible dues.

ILLINOIS REALTORS® RVOICE PROGRAM

ILLINOIS REALTORS®' 2026 dues include a $85 mandatory assessment for all REALTOR® and REALTOR®-ASSOCIATE members to fund the RVOICE Program, established in 2006 to ensure that REALTORS® have a strong voice on public policy issues throughout Illinois. RVOICE provides ILLINOIS REALTORS® the resources to advocate on local governmental issues and take its message to the people, policy makers and the media. Learn more at http://www.illinoisrealtor.org/advocacy.

ILLINOIS REALTOR® $85 mandatory assessment for the RVOICE Program is for classifications of REALTOR® and REALTOR®-ASSOCIATE and cannot be prorated.

ILLINOIS REALTORS®' 2027 dues include a $85 mandatory assessment for all REALTOR® and REALTOR®-ASSOCIATE members to fund the RVOICE Program, established in 2006 to ensure that REALTORS® have a strong voice on public policy issues throughout Illinois. RVOICE provides ILLINOIS REALTORS® the resources to advocate on local governmental issues and take its message to the people, policy makers and the media. Learn more at http://www.illinoisrealtor.org/advocacy.

ILLINOIS REALTOR® $85 mandatory assessment for the RVOICE Program is for classifications of REALTOR® and REALTOR®-ASSOCIATE and cannot be prorated.

$400 MRED Office Start-up Fee
MRED Office Users Fees (Current Pro-ration)
CHICAGO ASSOCIATION OF REALTORS® / MIDWEST REAL ESTATE DATA ("C.A.R./MRED")
PARTICIPANT APPLICATION AND AGREEMENT

Name of C.A.R./MRED Applicant Firm:_____

Name of Sole Proprietor/Partner or Corporate
Officer who will act as the Responsible Party:_____

Address: _____ City:_____ St.:_____ Zip:_____

Telephone :(_____) _____ Fax: (_____) _____

Sole Proprietor/Partner or Corporate Officer having the right to designate the Voting Member REALTOR®

_____ _____
(Note: There must be a Voting Member REALTOR® to participate in the MRED.)

Voting Member REALTOR®:_____
(PRINT Name)

As the Sole Proprietor, Partner and/or Corporate Officer of the above real estate firm ("the Firm"), I hereby make application on behalf of the firm to participate in the C.A.R./MRED. I agree that the firm shall conform to the Rules and Regulations of the C.A.R./MRED and pay all financial obligations as described therein. The initial participation fee is submitted with this application. I represent that the firm and Voting Member Realtor® are members in good standing of the Chicago Association of REALTORS® ("C.A.R.") and further acknowledge that participation of the firm in the C.A.R./MRED is conditioned upon the maintenance of such membership in C.A.R. Upon receipt of a monthly billing, the firm shall pay to the MRED:

1. All participation and/or user fees for myself and all licensees or certified appraisers employed by, affiliated with or licensed to me or my firm.

2. All costs for licensees and/or certified appraisers employed by, affiliated with or licensed to me or my firm for books, computer charges and any other fees as assessed.

3. All fines, service charges or other financial obligations to the MRED for the firm.

4. All participation and/or assessed fees and costs for unlicensed personal assistants or appraiser certification candidates or trainees who work under the direct supervision of a principal of the firm or a licensee or certified appraiser employed by or affiliated with the firm.

The undersigned, individually and on behalf of the firm, has read and understands the Bylaws of C.A.R./MRED, its Security and Operational Rules and the Code of Ethics and Professional Standards manual of the National Association of REALTORS® and on behalf of the firm hereby agree to abide by the same.
The undersigned agrees on behalf of the firm to submit to all arbitration and ethics actions initiated before C.A.R. as defined from time to time in the Code of Ethics and Professional Standards Manual of the National Association of REALTORS®, and the undersigned on behalf of the firm hereby agrees to promptly comply with any award and/or disciplinary action rendered.
The undersigned on behalf of the firm agrees that all materials supplied by C.A.R./MRED shall remain the property of C.A.R./MRED and further agrees to return all materials furnished by C.A.R./MRED and shall remove from public display all evidence of membership in C.A.R./MRED if the firm ceases to be a member of C.A.R./MRED.

The undersigned understands and agrees that participation of the firm in C.A.R./MRED shall be subject to payment of all fees in the amounts prescribed by the Board of Directors, satisfactory completion of the educational requirements and membership requirements, indoctrination and upon final approval by the Board of Directors of C.A.R./MRED.

I understand that, in accordance with the current Bylaws and C.A.R./MRED rules and regulations, as may be amended from time to time, if service charges, fees, fines or other assessments including any amounts owed to the C.A.R./MRED are not paid and received by C.A.R. within one (1) month after statement date, the firm's membership will be subject to suspension at the discretion of the Board of Directors of the C.A.R./MRED. Two (2) months after statement date, the firm's membership in the C.A.R./MRED shall automatically terminate unless within that time the amount due is paid. In the event of suspension of the firm's membership, I understand that all multiple listing services to me, my firm and licensees and certified appraisers employed by, affiliated with or licensed to me or the firm shall cease.
Further, I understand and agree that as applicant for the above firm's MLS participation in C.A.R./MRED I shall remain personally responsible for the payment of all financial publications of the firm named herein to the C.A.R./MRED unless and until a new Participant Application and Agreement shall be executed and accepted. Finally, I understand and agree that if the C.A.R./MRED deems it necessary to file a civil action to recover from my unpaid participation fees and costs for multiple listing services, the C.A.R./MRED may not only recover the amount of such unpaid fees and cost, but also its reasonable attorney's fees and costs in connection with such litigation.

Signed:_____ **Dated:**_____/_____/_____ I

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

Midwest Real Estate Data LLC
Participant Agreement

This **AGREEMENT** is made and entered into by Midwest Real Estate Data LLC ("**MRED**"), with offices at 2443 Warrenville Road, Suite 600, Lisle, IL 60532, Illinois 81401; and the brokerage or appraisal company described on the signature page ("**Firm Participant**") (Firm Participant is the brokerage or appraisal company to which Individual Participants are affiliated).

DEFINITIONS AND USAGE.

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

MRED Affiliates: MRED Affiliates means MRED and its officers, managers, employees, agents, representatives, licensors and shareholders.

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

MRED Policies: MRED's then current operating agreement, rules and regulations, and policies and procedures adopted by MRED's Board of Managers, as MRED amends them from time to time.

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

MRED Software: MRED's proprietary web browser interface(s) to the MRED System.

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

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

Other Participants and Subscribers: All participants of MRED other than Firm Participant party to this Agreement; and all their employees, broker associates, appraisers, and assistants.

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

Reseller: The REALTOR® Association or other organization through which Subscriber receives the MRED Service.

Saved Information: Information that Subscribers store in the MRED 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, broker associates, appraisers, and assistants (whether licensed or unlicensed as real estate brokers 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.

MRED'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the MRED Policies, MRED shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the MRED 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 MRED as set forth in the MRED Policies. The user ID and password will provide Individual Participants access to all data and functions in the MRED Service to which Individual Participants are entitled under the MRED Policies. MRED makes no warranties, however, that the MRED Service will be available at all times.

PARTICIPANT ACKNOWLEDGMENTS.

4. **Modifications to service**. MRED may, but is not required to, modify the MRED 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 MRED Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control**. MRED is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the MRED 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, MRED 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 MRED Policies or infringement of intellectual property right.

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 MRED Service. The prerequisites are set out in the MRED 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; 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.

7. **Saved Information**. Saved Information may not always be available to Firm Participant and may become available to unauthorized persons. MRED 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**. MRED reserves the right to distribute to third parties certain information about Firm Participant, including Firm Participant's and Individual Participants' names and business addresses, and phone numbers. MRED reserves the right to distribute to third parties aggregated information about Firm Participant's, Individual Participants, and Other Participants' and Subscribers' use of the MRED Service, but not about Firm Participant's or Individual Participants' use specifically.

9. **Disclosure to government**. Firm Participant acknowledges that MRED may provide government agencies access to the MRED Service if required by court order or subpoena.

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

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

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

FIRM PARTICIPANT'S OBLIGATIONS.

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

14. **Confidentiality**. Firm Participant shall maintain the confidentiality of its user ID and password. MRED 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 MRED Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the MRED Database, and the MRED 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 MRED 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 Participant first gives reasonable notice to MRED to permit MRED 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 MRED Software, necessary for Participant's use of the MRED Service.

16. **Participant Contribution**. With regard to any Subscriber making a Participant Contribution to the MRED Service, Firm Participant warrants that the information submitted complies with the MRED 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 (e) warrants that the Participant Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; (f) that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution; and (g) that Participant has the written consent of any party necessary to provide the Participant Contribution to MRED.

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

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

19. **List of Subscribers**. Firm Participant shall ensure Reseller has a current list of all of Subscribers; Firm Participant shall inform Reseller 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 MRED System within such time as MRED shall provide in the MRED Polices. Pursuant to the MRED Policies, Firm Participant shall provide to MRED all documentation MRED 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 options on the signature page. If no election is indicated, or if both options are checked, then Participant is deemed to have selected Option 2.

22. **Other licenses**. MRED hereby grants Firm Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the MRED Software and the MRED Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the MRED 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 MRED Policies are prohibited. Title to the Licensed Materials remains at all times in MRED 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 MRED.

24. **Limitations on use by MRED**. MRED 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 MRED Service if Firm Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after MRED has provided notice of its intention to provide the Participant Contribution to the third party.

FEES AND PAYMENT TERMS.

25. **Applicable fees**. No fees are due directly to MRED hereunder. Reseller is solely responsible for establishing the fees it charges for access to the MRED Service and for determining the means of collecting those fees. MRED does not control or fix the fees that brokers and salespersons pay to Reseller for access to the MRED Service. MRED may amend the fees it charges Reseller at any time subject to the terms of Paragraph 28.

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

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

28. **Taxes**. All fees for the MRED 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, Reseller and Firm Participant shall pay all such taxes and levies other than any tax or levy on the net income of MRED.

29. **Fines**. MRED or Reseller may collect fines from Firm Participant and from Individual Participants for violation of the MRED Policies by Firm Participant, Individual Participant and Subscribers. Payment terms for fines are set out in the MRED Policies. MRED 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 Reseller if the breach or nonperformance has not then been remedied.

32. **Termination for breach of MRED Policies**. Paragraph 31 notwithstanding, MRED may terminate this Agreement if Firm Participant fails to comply with the MRED Policies; if Firm Participant violates or is alleged to have violated the MRED 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 MRED Policies. If in MRED's judgment, however, a violation or alleged violation of the MRED Policies is resulting in a continuing harm to MRED or Other Participants or Subscribers, MRED may suspend Firm Participant's access to the MRED Database during the pendency of any hearing or appeal.

33. **Termination for failure to pay**. In the event Firm Participant fails to pay to Reseller any fees required under this or any Reseller Agreement, MRED or any Reseller may terminate service. In its sole discretion, MRED may suspend its performance under this Agreement rather than terminating it, in the event that Firm Participant fails to pay to Reseller any fees required under this or any Reseller Agreement.

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

35. **Events upon termination**. Promptly upon any termination or expiration of this Agreement, (a) MRED or Reseller 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 MRED Service; (b) Firm Participant shall purge all copies of the MRED Software and the MRED 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 MRED notice to Subscriber, MRED may in its sole discretion suspend Subscriber access to MRED System or terminate Subscriber license and access agreements. If MRED does not exercise its right to suspend Subscriber access to the MRED 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**. MRED PROVIDES THE MRED SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MRED SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MRED SERVICE ARE AT THE SOLE RISK OF FIRM PARTICIPANT. THE MRED AFFILIATES DO NOT WARRANT THAT THE MRED SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE MRED AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MRED SERVICE. THE MRED AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE MRED SERVICE AND THE

INFORMATION AVAILABLE THROUGH THE MRED SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The MRED Service may contain hyperlinks to web sites operated by parties other than MRED; MRED 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 MRED 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 MRED SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE MRED SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE MRED 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 MRED SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

39. **MAXIMUM AGGREGATE LIABILITY**. IN NO EVENT SHALL MRED BE LIABLE TO FIRM PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID MRED OR RESELLER, 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 MRED 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 MRED Affiliates or Other Participants and Subscribers arising from any acts of, or use of MRED Systems or MRED Database by, Firm Participant, any Firm Participant's commonly owned or controlled firm, Individual Participant, or Subscribers, including but not limited to (a) putting inaccurate information into the MRED Service; (b) making unauthorized use of a Subscriber's password; (c) making unauthorized use of the MRED Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; (f) submitting or causing another to submit content to the MRED Database without sufficient rights; and (g) violating this or any other Agreement or any law.

41. **Acknowledgment**. Firm Participant acknowledges that MRED has set its 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 MRED Software and MRED Database are confidential and proprietary products of MRED 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 MRED Software or MRED Database, MRED 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 MRED claims that Firm Participant has violated the MRED Policies, MRED may, at its option, resolve such a claim according to the disciplinary procedures set out in the MRED Policies, provided MRED does not also base a claim that Firm Participant has breached this Agreement on the same facts. Any dispute, claim, or proceeding under this Agreement shall have jurisdiction and venue of the state and federal courts sitting in DuPage County, Illinois, and the parties hereby submit to personal jurisdiction in that venue.

44. **Liquidated damages**. Firm Participant acknowledges that damages suffered by MRED from access to the MRED 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 MRED Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MRED 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 the MRED Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm Participant shall be liable to MRED for liquidated damages in the amount of $15,000 (or the amount established in the MRED 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 MRED Database to any third party, Firm Participant shall be liable for liquidated damages in the amount of $15,000 (or the amount established in the MRED Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

45. **Legal fees**. In the event of legal action between MRED and Firm Participant, or MRED and any Subscriber, on account of or in respect to this Agreement, if MRED is the prevailing party in such action, it shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action. If MRED 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 MRED 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, Reseller is a third-party beneficiary of this Agreement and the parties agree that Reseller may enforce those covenants herein of which Reseller 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). MRED 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 MRED Service or MRED 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. All amendments to this agreement must be approved by the MRED Board of Directors prior to their effective date. Should any purchase order, confirmation or acknowledgment of Firm Participant contain additional or different terms, those terms shall be considered proposals by Firm Participant which are hereby rejected.

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. MRED may assign this Agreement in its sole discretion.

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 MRED Service shall immediately terminate.

50. **Governing law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contacts made and performed in Illinois, 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; or (c) electronic mail, provided sender requests a delivery receipt. All notices are effective on the date of transmission.

By executing this Agreement, Firm Participant agrees (i) to accept and be bound by the terms and conditions of this Agreement and (ii) that this Agreement constitutes a fully executed, legally binding agreement between Firm Participant and MRED.

Firm Participant

_____
Firm Participant Name

_____

_____
Firm Participant Address

_____
Firm Participant Phone

_____
Firm Participant E-mail for Notices

_____
Signature of principal

_____
Print name and title of principal

Firm Participant election of copyright enforcement options

□ **OPTION I**

(a) **Assignment from Participant**. Firm Participant hereby unconditionally assigns to MRED 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 MRED.

(b) **MRED Obligations**. MRED 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 MRED Database relating to Firm Participant's listings. MRED shall make quarterly registrations of the MRED's copyrights in the MRED Database; MRED is not required to actively search for unpermitted use of Participant Contribution, however, when MRED becomes aware of third parties using Participant Contribution without Firm Participant's permission, MRED shall employ reasonable efforts to hinder such unpermitted use.

□ **OPTION II**

(a) **License from Participant**. Firm Participant hereby grants to MRED 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) **MRED has no obligations to protect**. Firm Participant acknowledges that: (i) MRED makes no grant of license or assignment to Firm Participant of any rights in the MRED Database except as set forth in paragraph 22; (ii) MRED 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) ***MRED will employ no efforts whatsoever to protect Participant Contribution or detect or hinder third parties using the Participant Contribution without Firm Participant's permission***; (v) MRED will make no effort to secure for Firm Participant the right to use copyright works created by Subscribers or third parties.