

# GREATER FAIRFIELD COUNTY CMLS

## SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into by and among the Greater Fairfield County CMLS, INC, ("GFC CMLS"), \_\_\_\_\_ ("SUBSCRIBER") and \_\_\_\_\_, ("PARTICIPANT")  
*(Name of Sales Agent)*,  
\_\_\_\_\_,  
*(Name of PARTICIPANT/Broker of Office)*, *(Name of Real Estate Firm)*

### RECITALS

GFC CMLS has been organized to provide multiple listing services and related products to REALTORS in Connecticut (the MLS Services). GFC CMLS has contracted with third party vendors to help provide the MLS Services and products. SUBSCRIBER is licensed in Connecticut as a real estate salesperson or broker or as a licensed/certified appraiser and is affiliated with a REALTOR® PARTICIPANT in the GFC CMLS.

SUBSCRIBER understands and agrees that, as a condition of his/her PARTICIPANT's receipt of MLS Services from GFC CMLS, PARTICIPANT must maintain REALTOR® membership in good standing and must provide GFC CMLS with a valid "National REALTORS® Database System" ("NRDS") number for each affiliated SUBSCRIBER.

Through his/her affiliation with PARTICIPANT, SUBSCRIBER wishes to subscribe to the MLS Services provided by GFC CMLS.

1. **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the GFC CMLS Rules and Regulations, a copy of which is available at [www.ct-mls.com](http://www.ct-mls.com).
2. **Services and Compensation.**
  - a. **MLS Services:** In accordance with the policies detailed in GFC CMLS Rules and Regulations, GFC CMLS will provide MLS Services through PARTICIPANT for the benefit of PARTICIPANT and PARTICIPANT's affiliated SUBSCRIBERS.
  - b. **SUBSCRIBER Subscription Fees:** SUBSCRIBER shall pay fees (collectively, "Subscription Fees") for MLS Services in equal quarterly installments in advance on or before the fifteenth (15<sup>th</sup>) day of the December, March, June and September of each year (each a "Due Date"), at the rate set forth on Schedule A (GFC CMLS Service Fees), a copy of which is available at [www.ct-mls.com](http://www.ct-mls.com), as the same may be adjusted from time to time by GFC CMLS. All such adjustments will be announced by GFC CMLS at least fifteen (15) days before the adjustments become effective. Invoices for installments of SUBSCRIBER's Subscription Fees shall be issued at least thirty (30) days prior to the Due Date for such installment. Any SUBSCRIBER's Subscription Fee which is due and payable hereunder shall be paid by SUBSCRIBER to PARTICIPANT for payment on SUBSCRIBER's behalf to GFC CMLS; provided, **however**, that, with the prior consent of GFC CMLS, SUBSCRIBER may, at PARTICIPANT's option, pay such SUBSCRIBER's Subscription Fee directly to GFC CMLS. If a SUBSCRIBER begins to receive MLS Services during a quarterly period, a prorated SUBSCRIBER's Fee shall be due and payable for the remainder of the then current quarter. Any such prorated SUBSCRIBER's Subscription Fee shall be due in full at the commencement of the MLS Services.
  - c. **Taxes:** In addition to all other payments stated in this Agreement, SUBSCRIBER shall pay or GFC CMLS for all sales and use taxes assessed on services or products provided to SUBSCRIBER under this Agreement.
  - d. **Remedies:** In addition to all remedies and sanctions provided in this Agreement and the GFC CMLS Rules and Regulations, SUBSCRIBER's MLS Services shall be terminated if all fees are not paid when due to GFC CMLS by SUBSCRIBER or by PARTICIPANT on behalf of SUBSCRIBER.

3. **Term & Termination.** This Agreement shall become effective upon its execution and shall continue through December 31 of the current calendar year, whereupon it shall automatically renew for successive periods of one (1) year each until terminated as herein provided. Either party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve any party of any obligations accrued before such termination and shall not entitle SUBSCRIBER to any refund or proration of fees. This Agreement shall terminate automatically upon: (A) termination of the PARTICIPANT Agreement between GFC CMLS and SUBSCRIBER's PARTICIPANT; (B) the submission of a new SUBSCRIBER Agreement with a different PARTICIPANT pursuant to a SUBSCRIBER Transfer in accordance with GFC CMLS Rules and Regulations; or (C) SUBSCRIBER's failure to maintain a valid current Connecticut real estate license/certification. SUBSCRIBER acknowledges that he/she is not eligible to obtain MLS Services directly, but only through and in conjunction with a GFC CMLS member PARTICIPANT.
  
4. **Intellectual Property.** All data, information, text and photographs submitted to GFC CMLS by PARTICIPANT in connection with the listing and sale of a property on GFC CMLS (collectively the "Listing Data") is, to the extent recognized by law, the intellectual property of the PARTICIPANT. By submitting Listing Data to GFC CMLS, PARTICIPANT grants a limited, perpetual license to GFC CMLS to use, maintain and publish the Listing Data to other GFC CMLS Users for the purpose of marketing the listed property and communicating the offer of cooperation and compensation made by PARTICIPANT to the other PARTICIPANTS of GFC CMLS. Dissemination of a PARTICIPANT's Listing Data, or the use of such Listing Data in any form of advertising, is subject to compliance with all applicable GFC CMLS Rules and Regulations and with the Regulations of the Connecticut Real Estate Commission. Statistical analyses and historical compilations of multiple listing data and real estate market activity based upon Listing Data (including sold and withdrawn information) (collectively "Historical Market Data") are, to the extent recognized by law, the intellectual property of GFC CMLS and GFC CMLS grants to PARTICIPANT and SUBSCRIBER a limited, perpetual license to use such Historical Market Data in the conduct of their real estate brokerage and appraisal business so long as PARTICIPANT and SUBSCRIBER are SUBSCRIBERS to GFC CMLS. Neither PARTICIPANT or SUBSCRIBER, however, shall have the right to publish or otherwise disseminate or make available to third parties any Historical Market Data except with respect to comparative market analyses or appraisals of individual properties made in the conduct of PARTICIPANT's and SUBSCRIBER's real estate brokerage business.
  
5. **Data Security.** SUBSCRIBER acknowledges and agrees that the Listing Data and Historical Market Data maintained by GFC CMLS (collectively the "GFC CMLS Proprietary Data") is proprietary and highly valuable to GFC CMLS and its PARTICIPANTS, SUBSCRIBERS and USERS and that any unauthorized access to the GFC CMLS Proprietary Data, or its unauthorized use or dissemination by any PARTICIPANT, SUBSCRIBER, USER or third party, will result in irreparable injury to GFC CMLS, which injury cannot be adequately remedied by the award of money damages. SUBSCRIBER agrees that he/she will take all steps reasonably necessary and appropriate to maintain the security of the GFC CMLS Proprietary Data and to prevent its unauthorized use or dissemination. In the event that SUBSCRIBER breaches his/her obligations under this Agreement, or under the GFC CMLS Rules and Regulations to maintain the integrity and security of the GFC CMLS Proprietary Data, and such breach is not cured within twenty-four (24) hours of SUBSCRIBER's receipt of electronic mail notice of the breach, GFC CMLS shall be authorized to immediately terminate this Agreement and terminate the access of SUBSCRIBER to GFC CMLS MLS Services. In addition to all other remedies available to GFC CMLS, at law and under this Agreement, GFC CMLS shall be entitled to seek and receive an injunction against SUBSCRIBER's unauthorized use or dissemination of GFC CMLS Proprietary Data and/or against SUBSCRIBER's actions in aiding and abetting any unauthorized use or dissemination by third parties, without the requirement of a bond.

6. **SUBSCRIBER's Indemnity.** SUBSCRIBER shall indemnify, defend, and hold harmless GFC CMLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs: (A) arising from the violation of any of the terms and conditions of this Agreement by SUBSCRIBER; (B) arising out of errors or omissions with respect to listing information; regardless of whether GFC CMLS, SUBSCRIBER or PARTICIPANT loaded such information; and (C) arising out of any claims brought or alleged by PARTICIPANT, SUBSCRIBER or third parties involving proprietary rights to the data and other information provided to SUBSCRIBER by GFC CMLS under this Agreement.
7. **Limitation of Liability.** In no event shall GFC CMLS or its vendor(s) be liable to SUBSCRIBER or any other party for indirect, incidental or consequential damages with respect to any MLS Services.
8. **Warranty.** GFC CMLS hereby assigns to SUBSCRIBER all vendor warranties received by GFC CMLS with respect to MLS Services provided hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
9. **Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable costs, attorney's fees, and other related expenses resulting from such litigation.
10. **Rules and Regulations.** SUBSCRIBER hereby agrees to abide by the GFC CMLS Rules and Regulations, a copy of which is available at [www.ct-mls.com](http://www.ct-mls.com). The GFC CMLS Rules and Regulations, as they may be amended from time to time, are hereby incorporated into this Agreement.
11. **Arbitration.** All claims and disputes between SUBSCRIBER and GFC CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System, other than an action to collect fees due from SUBSCRIBER, shall be submitted to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and applicable provisions of the Connecticut General Statutes, in Norwalk, Connecticut.
12. **System Training.** SUBSCRIBER acknowledges that he/she is required to complete an orientation program of no more than three (3) classroom hours devoted to the GFC CMLS Rules and Regulations and proper use of the GFC CMLS MLS System software.

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

**Greater Fairfield County CMLS, Inc.**

By: *Kathleen Elson*  
*Kathleen Elson, its: President*

Date: \_\_\_\_\_

**SUBSCRIBER** (Agent/Appraiser)

SUBSCRIBER's Name: \_\_\_\_\_  
*(Please print your name)*

SUBSCRIBER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

New SUBSCRIBER  SUBSCRIBER Transfer  SUBSCRIBER Reinstatement Agent ID is: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

SUBSCRIBER's Local Board/Association Affiliation: \_\_\_\_\_ NRDS# \_\_\_\_\_

**PARTICIPANT** (Broker of Office)

PARTICIPANT hereby certifies that SUBSCRIBER is a duly licensed real estate sales agent conducting business under the supervision of PARTICIPANT. PARTICIPANT further certifies that SUBSCRIBER is either: (A) a member in good standing of a Local Board or Association of REALTORS®; or (B) the PARTICIPANT is maintaining the SUBSCRIBER as an assessed non-member of the PARTICIPANT's Local Board or Association of REALTORS® including the payment of all related fees. PARTICIPANT instructs GFC CMLS to assign SUBSCRIBER the following "Member Type":

**"Member Type" Codes**

- 2. Agent Modify
- 3. Agent No Modify
- 5. Appraiser
- 10. Manager

Office Name: \_\_\_\_\_ Office ID is: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_  
*(Please print your name)*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(PARTICIPANT's signature)*

Its: \_\_\_\_\_  
*(PARTICIPANT's title)*

PARTICIPANT's Local Board/Association of REALTORS® Affiliation: \_\_\_\_\_