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☐ New Administrative Assistant ☐ Existing Administrative Assistant Transfer
☐ Replacing an Administrative Assistant with MLS ID:

GREATER FAIRFIELD COUNTY CMLS
OFFICE ADMINISTRATIVE ASSISTANT USER AGREEMENT

THIS AGREEMENT is made and entered into by and among GREATER FAIRFIELD COUNTY CMLS, INC.,

("GFC CMLS"), _____
. (Name of Administrative Assistant)

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

RECITALS

GFC CMLS has been organized to provide on-line multiple listing services for REALTORS® in Connecticut. GFC CMLS has contracted with a third party vendor to provide such services and products.

Administrative Assistant wishes to subscribe for the services and products described below on behalf of the Administrative Assistant's broker. For the purposes of this Agreement, Administrator's broker is called the "Participant".

a) **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the GFC CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com.

b) **Services.** Basic On-line MLS Services. Administrative Assistant is hereby granted access to the "GFC CMLS" On-line MLS Service for the sole purpose of assisting the Participant in the management of the Participant's business.

c) **Fees.** There shall be no fee for an unlicensed Administrative Assistant who is not actively engaged in the activities related to the sale or appraisal of residential real estate that require license or certification. A Licensed Assistant will be billed according to the amount set forth in Schedule B - Service Fees, Subscriber Fee.

d) **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. Any party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve any party of any obligations accrued before such termination. This Agreement shall terminate automatically upon termination of the Participant Agreement between GFC CMLS and Participant, or upon the severance of the Administrative Assistant's business relationship with the Participant, or upon the submission of a new Administrative Assistant Agreement with a different Participant. Administrative Assistant acknowledges that he/she is not eligible to obtain MLS services directly, but only through and in conjunction with a Participant who is a member of GFC CMLS.

e) **Participant's Indemnity**. Participant 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 Administrative Assistant; (b) arising out of errors or omissions with respect to listing information; regardless of whether GFC CMLS, Administrative Assistant, Subscriber or Participant loaded such information; and (c) arising out of any claims brought or alleged by Participant, Administrative Assistant, Subscriber or third parties involving proprietary rights to the data and other information provided by GFC CMLS under this Agreement.

f) **Limitation**. In no event shall GFC CMLS or its vendors be liable to Administrative Assistant or any other party for indirect, incidental or consequential damages with respect to any MLS Services.

g) **Warranty**. GFC CMLS hereby assigns to Administrative Assistant all vendor warranties received by GFC CMLS with respect to MLS Services provided hereunder. Such warranties are

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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.

h) **Attorney's Fees**. In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other reasonable costs, attorney's fees, and other related expenses resulting from such litigation.

i) **Arbitration**. All claims and disputes between Administrative Assistant and GFC CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System 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.

j) **Rules and Regulations**. Administrative Assistant hereby agrees to abide by GFC CMLS Rules and Regulations, a copy of which has been provided to Participant and can be found at 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.

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

GREATER FAIRFIELD COUNTY CMLS, INC.

By: _____ Date:_____
Kathleen Elson, its: President

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ADMINISTRATIVE ASSISTANT/USER

By signing this Agreement I hereby certify that I am not actively engaged in the sale or appraisal of real estate and will only make use of the service to assist the firm co-signing this agreement. I understand that any use of the GFC CMLS system for my own personal gain will result in immediate suspension from the GFC CMLS and both my broker and I will be fined in accordance with GFC CMLS Rules and Regulations.

Administrative Assistant's Name:_____
(Please print your name)

Administrative Assistant's Signature: _____ Date:_____

Do you have an active real estate license? ☐ Yes ☐ No

If yes, please provide the license number : _____

MLS ID (leave blank if new subscriber):_____

Email address:_____

PARTICIPANT

Participant hereby certifies that Subscriber is administrative personnel only and will not be conducting real estate business under the supervision of Participant.

I certify_____ will not engage in any of the following activities.

Host open houses, kiosks, home show booths or fairs, or handout materials at such functions.	Negotiate or agree to any commission, commission split or referral fee on behalf of a licensee.
Show property.	Place calls that would require a license such as cold calls, solicit listings, contacting expired listings or for sale by owners, or extending invitations to open houses.
Answer any questions from consumers on listing, title, financing, closing, etc.	Attend inspections or pre-closing walk-through unless accompanied by licensee.
Be paid on the basis of commission, or any amount based on listings, sales, etc.	The unlicensed assistant is not a decision maker; rather, shall take all direction from supervising licensee.

Participant: _____
(Please print your name)

By: _____ Date:_____
(Participant's signature)

Its:_____ Office MLS ID:_____
(Participant's title)

Participant's Local Board/Association Affiliation:_____