

Greater Fairfield County CMLS

101 Merritt 7 Corporate Park, Suite 23

Norwalk, CT 06851-1059

Phone: (203) 840-6674 Toll Free: (800) 474-0101

Fax: (203) 840-6678

New Office Information Sheet

Subscriber Name:

Office Name:

Email Address:

Manager Name:

Password for MLS:

(create password: alpha, numeric or combination of both)

Quarterly Fees		Circle below appropriate charges
New Office start-up fee (one time)	\$212.00	
Subscriber Fee (follow fee schedule below)	\$78.78 per quarter (pro-rated monthly)	
Jan., Apr., Jul., Oct. (through the 21 st)*	\$78.78	
Feb., May, Aug., Nov. (through the 21 st)*	\$52.52 (after 15 th add \$78.78 for next quarter)	
Mar., Jun., Sep., Dec. (through the 21 st)*	\$26.26 (plus \$78.78 for next quarter)	
Electronic Keypad Usage Fee	\$23.93 per quarter (pro-rated monthly)	
Jan., Apr., Jul., Oct. (through the 21 st)*	\$23.93	
Feb., May, Aug., Nov. (through the 21 st)*	\$15.94 (after 15 th add \$23.93 for next quarter)	
Mar., Jun., Sep., Dec. (through the 21 st)*	\$7.97 (plus \$23.93 for the next quarter)	
Electronic Key System		
Electronic Keypad (purchase) Display Key	\$206.00	
IBOX (Purchase)	\$97.85	

*After the 21st, use the fee schedule for the following month.

*Payment options: Mastercard Visa Discover American Express **Other: Check/Cash

Credit Card #

Exp. Date:

**Application can be faxed to Greater Fairfield County CMLS ("GFC CMLS") office, only if payment is being made with Credit Card, any other form of payment (check, cash, etc.) application will only be accepted by mail or by going in person to the GFC CMLS office in Norwalk or to one of our Service Centers.

CERTIFICATION TO THE GREATER FAIRFIELD COUNTY CMLS, INC

, being duly sworn, deposes and says:

(Name of MLS Participant/Duly Authorized Representative)

1. I am the principal of _____ (hereinafter
(Name of Real Estate Firm)
called "The Firm"), in the town o _____ and am a participant or duly
(Name of town office is in)
authorized representative of the Greater Fairfield County CMLS, Inc. ("GFC CMLS")
(hereinafter called "The Service"). My GFC CMLS office ID

2. The total number of real estate brokers, salespeople and/or appraisers employed by,
associated or otherwise affiliated with "The Firm" _____ .
(Total number of Brokers/Agents/Appraisers)

3. I hereby certify that the brokers, salespeople and or appraisers whose names are set forth on
page 3 of this document will have access and exposure to and may make use of "The Service".

4. I hereby certify that the brokers and salespeople whose names are set forth on page 4 of this
document are not actively engaged in the marketing or appraisal of residential real estate and will
neither have access nor exposure to nor will make use of "The Service" at any time.

5. I hereby agree that in the event of changes in personnel employed by, associated or affiliated
with "The Firm", I will transmit the names of such persons to "The Service" and pages 3 and/or 4
of this document shall be amended accordingly, within fifteen (15) days.

6. It is understood and agreed that in the event that any false statements are made herein or, if changes, substitutions or replacements occur in personnel or associates and such information or changes are not transmitted to "The Service" and this certification is renewed, or updated, or if any person listed on page 4 attached hereto uses "The Service" at any time, I may be subject to financial penalties, disciplinary action including suspension or termination of services, and may be liable to pay charges for Multiple Listing Services to be levied against me for all real estate brokers, salespeople and appraisers employed, associated or otherwise affiliated with this firm.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below, and the Participant hereby certifies that it is a member in good standing of the _____ Board or Association of Realtors.

Greater Fairfield County CMLS, INC.

By: _____ Date:
Donald A. Hull
Its: Executive Vice President

PARTICIPANT (Please sign your name below and print your name and title underneath)

BY: _____

Its: _____ Date: _____

CERTIFICATION TO THE GREATER FAIRFIELD COUNTY CMLS, INC

BROKERS AND SALESPEOPLE HAVING ACCESS OR EXPOSURE TO THE SERVICE.

As the Participant (or the Participant's duly authorized representative), I hereby certify that the following brokers, salespeople and/or appraisers will have access and exposure to and may make use of the GFC CMLS, Inc.

<u>Name</u>	<u>"Member Type"</u>	<u>Real Estate License</u>
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(Typed or printed name)

(Signature of Designated REALTOR/Participant)

"Member Types"

Head Broker for Firm	All user activities.* All broker/Manager reports for office. Add/Modify all listings.
Agent Modify/Appraiser	All user activities.* Add/Modify their own listings. Appraiser can only search all listings.
Agent No Modify	All user activities.* Search all listings.
Office Management Personnel	All user activities.* All Broker/Manager reports for own office. Add/Modify all listing information.
Administrative Personnel	All user activities.* Add/Modify office listings.

* USER ACTIVITIES INCLUDE FINANCIAL FUNCTIONS, HOTSHEETS FUNCTIONS, SEARCH ALL LISTINGS, COMPARATIVE MARKET ANALYSIS.

(Use additional copies of this sheet as needed)

CERTIFICATION TO THE GREATER FAIRFIELD COUNTY CMLS, INC

BROKERS AND SALESPEOPLE NOT HAVING ACCESS OR EXPOSURE TO THE SERVICE.

(Name of real estate firm)

(Date)

(Address)

The following brokers, salespeople and/or appraisers certify that they are not actively engaged in the marketing or appraisal of residential real estate and will neither have access and exposure nor make use of "The Service" at any time.

Agent's Name

Agent's Name

Agent's Name

Agent's Name

Agent's Name

Agent's Name

Agent's Name

(Signature of Designated REALTOR/Participant)

(Use additional copies of this sheet as needed)

GREATER FAIRFIELD COUNTY CMLS

PARTICIPANT AGREEMENT

THIS AGREEMENT is made and entered into by and between Greater Fairfield County CMLS, Inc. ("GFC CMLS") and _____ ("PARTICIPANT")
(Name of Designated REALTOR®)

For: _____
(Name of Real Estate Firm)

RECITALS

Greater Fairfield County CMLS has been organized to provide on-line multiple listing services for REALTORS® in Connecticut, (the "MLS Services"). GFC CMLS has contracted with third party vendors to provide such MLS Services to PARTICIPANT and to duly licensed or certified real estate agents, appraisers ("SUBSCRIBERS") and administrative assistants ("Users") affiliated with PARTICIPANT.

PARTICIPANT wishes to subscribe to the GFC CMLS Services.

- I. **Definitions.** Except as otherwise provided herein, the capitalized terms used in this agreement shall have the meanings set forth in the Greater Fairfield County CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com.

- II. **Election to Participate.**
 - A. **REALTOR® Membership:** PARTICIPANT understands and agrees that GFC CMLS, as a condition of membership, requires PARTICIPANTs to be REALTORS®, to maintain REALTOR® membership in good standing and must provide GFC CMLS with a valid "National REALTORS® Database System" ("NRDS") number for him/herself and each affiliated SUBSCRIBER.

 - B. **Subscription, Basic Fees:** PARTICIPANT hereby elects to subscribe to the MLS Services and agrees to pay the following fees during the term of this Agreement: One (1) Subscription Fee for the PARTICIPANT plus each affiliated SUBSCRIBER in the amount set forth in Schedule A, copy of which is available at www.ct-mls.com, as the same may be amended from time to time by GFC CMLS, provided, however, that notwithstanding the foregoing, (i) with the prior consent of GFC CMLS, at the option of PARTICIPANT, GFC CMLS shall accept individual checks from affiliated Sales Agents as payment of such SUBSCRIBERS' Subscription Fee(s) and (ii) the failure of any SUBSCRIBER(s) to make payment of such Subscription Fee(s) shall constitute a breach by PARTICIPANT of this Agreement and the GFC CMLS Rules and Regulations. **NOTE:** Each individual, licensed or certified to provide real estate services in Connecticut (including, without limitation, appraisers, salespersons, brokers and managers) affiliated with a PARTICIPANT in any office located within the GFC CMLS' primary service area must become and continue to be a SUBSCRIBER for the MLS Services, by entering into a SUBSCRIBER Agreement with GFC CMLS, unless such individual has obtained a "Medical" or "Military" waiver as provided in Section 2.11 of the GFC CMLS Rules and Regulations. The GFC CMLS' primary service area currently includes each of the towns in Fairfield County, Connecticut, except the towns of Darien, Greenwich, and New Canaan and including the following towns located within Litchfield or New Haven Counties, Connecticut: Ansonia, Beacon Falls, Derby, Oxford, Seymour, New Milford, Bridgewater, Kent, Roxbury, Sherman, Warren, and Washington.

C. Service Changes: PARTICIPANT shall:

- (1). Notify the GFC CMLS within ten (10) days of the opening or acquisition of any office within the geographic area served by GFC CMLS or the closing or relocation of any such existing office.
- (2). Notify the GFC CMLS within ten (10) days upon the beginning or termination of any licensed or certified real estate agent's, broker's or appraiser's affiliation with PARTICIPANT.
- (3). Upon the GFC CMLS's written request, complete and forward to the GFC CMLS the "Certification to the Greater Fairfield County CMLS, Inc.", a copy of which is available at www.ct-mls.com.

D. Membership in GFC CMLS: PARTICIPANT acknowledges and agrees that by entering into this Agreement, it becomes a member of Greater Fairfield County CMLS, a Connecticut nonstock, nonprofit corporation, and that PARTICIPANT's membership in GFC CMLS shall continue during the term of this Agreement unless such membership is otherwise terminated in accordance with the Certificate of Incorporation, Bylaws or Rules and Regulations of Greater Fairfield County CMLS.

III. Services and Compensation.

A. MLS Services: In accordance with the policies detailed in GFC CMLS Rules and Regulations, GFC CMLS will provide MLS services to PARTICIPANT for the benefit of the PARTICIPANT and PARTICIPANT's affiliated SUBSCRIBERS.

B. Participant Fees (Company Startup Fee): PARTICIPANT shall pay a one-time PARTICIPANT Fee in the amount set forth in Schedule A, a copy of which is available at www.ct-mls.com, to Greater Fairfield County CMLS upon execution of this Agreement.

C. Subscription Fees: (a) Subject to Section II, A, of this Agreement, PARTICIPANT shall pay Greater Fairfield County CMLS Subscription Fees on behalf of the PARTICIPANT and all affiliated SUBSCRIBERS and USERS in equal quarterly installments in advance on or before the fifteenth day of the month preceding January, April, July and October of each year at the rate set forth in Schedule A, as the same may be adjusted from time to time by GFC CMLS. All such adjustments shall be announced by GFC CMLS at least fifteen (15) days before such adjustments become effective. Invoices for installments of Subscription Fees shall be issued at least forty five (45) days prior to the first day of each January, April, July and October, as the case may be. If a PARTICIPANT or affiliated SUBSCRIBER begins to receive the MLS Services during a quarterly period, a prorated Subscription Fee shall be due and payable for the remainder of the then-current quarter. Any such prorated Subscription Fee shall be due in full at the commencement of the MLS Services.

D. Taxes: In addition to all other payments stated in this Agreement, PARTICIPANT shall pay, cause to be paid or reimburse Greater Fairfield County CMLS for all Sales and Use taxes assessed on services or products provided to it under this Agreement.

E. Remedies: In addition to all other rights, remedies and sanctions provided in this Agreement, the Greater Fairfield County CMLS Rules and Regulations and otherwise under Connecticut Law, GFC CMLS may terminate all or any portion of MLS Services to PARTICIPANT and all of its affiliated SUBSCRIBERS and USERS if all PARTICIPANT and SUBSCRIBER Fees due hereunder are not paid

when due.

IV. SUBSCRIBER "User Types." The various levels of On-Line System Services available to PARTICIPANT and its affiliated SUBSCRIBERS and USERS are set forth as Schedule B, a copy of which is available at www.ct-mls.com, with each level identified by "User Type". Upon the affiliated SUBSCRIBER's or USER's proper completion of a "Greater Fairfield County CMLS SUBSCRIBER Agreement" or "USER Agreement", a copy of which is available at www.ct-mls.com, GFC CMLS will assign to each of the PARTICIPANT's affiliated SUBSCRIBERS and USERS can access code permitting access to a particular level of service based upon such affiliated SUBSCRIBER's or USER's "User Type" as designated by PARTICIPANT on Schedule B.

V. 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. Charges for MLS services shall commence at the time(s) set forth in Section III of this Agreement. 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 either party of any obligations accrued before such termination, and shall not entitle PARTICIPANT to any refund or proration of fees.

VI. Data Loading. GFC CMLS encourages the PARTICIPANT to load its own listings. For PARTICIPANTS and their affiliated SUBSCRIBERS who so desire, GFC CMLS staff shall enter PARTICIPANT's new and changed listing data within two (2) working days of receipt by GFC CMLS of a properly completed Listing Data Input Form together with the fee, as set forth in Schedule A.

VII. PARTICIPANT's Indemnity. PARTICIPANT shall indemnify, defend, and hold harmless Greater Fairfield County CMLS and its officers, directors, employees and agents 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 PARTICIPANT; (b) arising out of errors or omissions with respect to listing information, regardless of whether GFC CMLS, PARTICIPANT or any of its affiliated SUBSCRIBERS or USERS loaded such information; and (c) arising out of any claims brought or alleged by PARTICIPANT, any of its affiliated Sales Agents, Users or third parties involving proprietary rights to the data and other information provided to PARTICIPANT or its affiliated Sales Agents and Users by GFC CMLS under this Agreement.

VIII. Limitation. In no event shall Greater Fairfield County CMLS or its vendor(s) be liable to PARTICIPANT, its affiliated SUBSCRIBERS, USERS or any other party for indirect, incidental or consequential damages with respect to any MLS Services.

IX. Warranty. Greater Fairfield County CMLS hereby assigns to PARTICIPANT 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.

X. 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.

XI. Rules and Regulations. PARTICIPANT hereby agrees to abide by the Greater Fairfield County CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com. The GFC CMLS Rules and Regulations as may be amended from time to time are hereby incorporated into this Agreement.

XII. Arbitration. All claims and disputes between PARTICIPANT and Greater Fairfield County CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System other than an action to collect fees due from PARTICIPANT, 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.

PARTICIPANT's Billing Address is: _____

Office telephone: _____ Office fax number: _____

Email Address: _____ NRDS#: _____

IN WITNESS HEREOF , the parties hereto have executed this Agreement as of the date last set forth below, and the PARTICIPANT hereby certifies that it is a member in good standing of the Board or Association of Realtors.

GREATER FAIRFIELD COUNTY CMLS, Inc.

BY: _____ Date: _____

Donald A. Hull, Its: President

PARTICIPANT (please sign your name below and print your name and title underneath)

BY: _____ Date: _____

Printed Name: _____ Its: _____