

- New Personal or Team Assistant Existing Personal or Team Assistant Transfer
 Replacing a Personal or Team Assistant with MLS ID:

GREATER FAIRFIELD COUNTY CMLS
UNLICENSED PERSONAL or TEAM ASSISTANT USER AGREEMENT

THIS AGREEMENT is made and entered into by and among GREATER FAIRFIELD COUNTY CMLS, INC., ("GFC CMLS"), _____

(Name of Personal or Team Assistant)

and _____ *(Name of Subscriber or Team Leader)* *(If Team, please provide the Team's name)*

and _____ *(Name of Real Estate Firm)* _____ *(Name of Designated Realtor or Office Manager)* Participant.

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.

Personal or Team Assistant (hereinafter called "Assistant") wishes to subscribe for the services and products described below on behalf of the Assistant's Subscriber or Team. For the purposes of this Agreement, Assistant's broker is called the "Participant", the Team the Assistant will be supporting is called the "Team" and/or the Subscriber the Assistant will be supporting is called the "Subscriber" or "Team Leader."

- 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. Assistant is hereby granted access to the "GFC CMLS" On-line MLS Service for the sole purpose of assisting the Team or Subscriber in the management of the Team or Subscriber's business.
- c) **Fees.** There shall be no fee for an unlicensed 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 at any time 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's or Team Leader's or Subscriber's Agreements between GFC CMLS and Participant or Team Leader or Subscriber, or upon the severance of the Assistant's business relationship with the Team or Subscriber, or upon the submission of a new Personal or Team Assistant Agreement with a different Team or Subscriber. Assistant acknowledges that he/she is not eligible to obtain MLS services directly, but only through and in conjunction with a Team Leader or Subscriber who is a member of GFC CMLS.

- e) **Team Leader or Subscriber's Indemnity.** Team Leader and/or 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 the Assistant; (b) arising out of errors or omissions with respect to listing information; regardless of whether GFC CMLS, Assistant, Subscriber or Team loaded such information; and (c) arising out of any claims brought or alleged by Team or Subscriber, Assistant 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 Assistant or any other party for indirect, incidental or consequential damages with respect to any MLS Services.

- g) **Warranty.** GFC CMLS hereby assigns to Assistant 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.

- 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 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.** Assistant hereby agrees to abide by GFC CMLS Rules and Regulations, a copy of which has been provided to Team or Subscriber 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

PERSONAL OR TEAM 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 Team or Subscriber or Participant 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 that my Participant, Subscriber or Team Leader and I will be fined in accordance with GFC CMLS Rules and Regulations.

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

Assistant's Signature: _____ Date: _____

MLS ID (leave blank if new Assistant): _____

Email address: _____

PARTICIPANT AND TEAM LEADER OR SUBSCRIBER

Participant and Team Leader or Subscriber hereby certifies that User is Personal or Team Assistant only and will not be conducting any real estate business requiring a license under Connecticut License Law, under the supervision of Team or Subscriber.

We certify _____ will not engage in any of the following activities.
(Name of Personal or Team Assistant)

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.

Team Leader or Subscriber: _____
(Please print your name)

By: _____ Date: _____
(Team Leader or Subscriber's signature)

Participant: _____
(Please print your name)

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

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

Participant's Local Board/Association Affiliation: _____