

# 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 Affiliated Subscribing Sales Agent) \_\_\_\_\_,  
(Name of Designated REALTOR) \_\_\_\_\_, \_\_\_\_\_  
(Name of Real Estate Firm)

### RECITALS

Greater Fairfield County CMLS ("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, Fidelity National Information Services a Delaware corporation ("FNIS"), to provide such services and products.

Subscriber wishes to subscribe to the services and products described below through such Subscriber's broker. For the purposes of this Agreement, Subscriber'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](http://www.ct-mls.com).
- b) **Services.** (collectively "MLS Services") Basic On-line MLS Services. Subscriber hereby subscribes to the "GFC CMLS" On-line MLS Service.
- c) **Fees.** Subscriber shall pay fees (collectively, the "Subscriber's MLS Service Fees") for MLS Services in equal quarterly installments in advance on or before the fifteenth (15<sup>th</sup>) day of the month preceding January, April, July and October of each year at the rate set forth on Schedule B (GFC CMLS Service Fees), as the same may be adjusted from time to time by GFC CMLS. All such adjustments will be announced by GFC CMLS at least (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 first day of each January, April, July and October, as the case may be. 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.
- 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.
- e) **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 and shall not entitle Subscriber to any refund or proration of fees. This Agreement shall terminate automatically upon termination of the Participant Agreement between GFC CMLS and Participant, or upon the submission of a new Subscriber Agreement with a different Participant pursuant to a Subscriber Transfer in accordance with Greater Fairfield County CMLS Rules and

Regulations. Subscriber 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.

- f) **Subscriber's Indemnity.** Participant shall indemnify, defend, and hold harmless Greater Fairfield County 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.
- g) **Limitation.** In no event shall GFC CMLS or FNIS be liable to Subscriber or any other party for indirect, incidental or consequential damages with respect to any MLS Services.
- h) **Warranty** GFC CMLS hereby assigns to Subscriber all FNIS 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.
- i) **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.
- j) **Taxes.** In addition to all other payments stated in this Agreement, Subscriber shall pay or reimburse GFC CMLS for all Sales and Use taxes assessed on services or products provided under this Agreement.
- k) **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.
- l) **Rules and Regulations.** Subscriber hereby agrees to abide by GFC CMLS Rules and Regulations, a copy of which has been provided to Participant. 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: \_\_\_\_\_  
Donald A. Hull, its: President

**SUBSCRIBER**

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: \_\_\_\_\_

**PARTICIPANT**

Participant hereby certifies that Subscriber is a duly licensed real estate sales agent conducting business under the supervision of Participant. Participant further 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 Affiliation: \_\_\_\_\_