

## **BREVARD BOARD OF REALTORS®**

### **APPLICATION PROCEDURES AND REQUIREMENTS FOR REALTOR® MEMBERSHIP (Secondary Board)**

This is the NORTH CAROLINA MOUNTAINS MLS Application Packet and fee schedule for Member Subscribers of the Brevard Board of REALTORS®. The following fees and forms (filled out in their entirety) must be returned to the Board Office before your application for membership is considered complete.

FEES:           \$426.00       National, State & Local Dues (Prorated see Fee Schedule)  
                  \$400.00       Application Fee  
                  \$350.00       Active Key Lease (If Applicable)  
                  See attached   Regional MLS Fees

FORMS:        Application for REALTOR® Membership  
                  Agent Information/Internet Authorization Form  
                  NORTH CAROLINA MOUNTAINS MLS Subscriber Agreement  
                  Active Key Sub-Licensing Agreement (If Applicable)

**\*\* Please have a letter of good standing sent to us from your Primary Board.**

\*Upon application approval by the Executive Committee, you will be required to complete the following:

- Board Orientation must be completed either the first or second orientation course presented by the Brevard Board of REALTORS® after your application is processed. You will be notified of the next scheduled Orientation class. If you do not attend the class required, you will not be eligible for membership.
- Induction into the Brevard Board of REALTORS® will follow Board Orientation.

**FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN FORFEITURE OF APPLICATION FEE AND DUES, AND FULL RE-APPLICATION WILL BE REQUIRED FOR MEMBERSHIP.**

Thank you for considering the Brevard Board of REALTORS® as your secondary board. If you have any questions, please call the Board Office at 877.4059 or fax us at 877.3038.

Amy Davis  
Executive Officer  
Brevard Board of REALTORS®

\*If for any reason application is denied, fees are refundable.



**APPLICATION FOR REALTOR® MEMBERSHIP**

To the Brevard Board of REALTORS®, I hereby apply for REALTOR® Membership in the above named Board and am enclosing my check in the amount of \$ **400.00** for a one time application fee and \$ \_\_\_\_\_\* for my 2010 dues payable to the Brevard Board of REALTORS®. My application fee and 2010 dues will be returned to me in the event of non-election. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws and Rules and Regulations of the above named Board, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training and Legal Liability training as specified in the association's bylaws as a continued condition of membership.

*NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Board or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.*

\* Amount shown is prorated according to month joining. I hereby submit the following information for your consideration:

Name (as shown on license): \_\_\_\_\_ Name (on roster): \_\_\_\_\_

Real Estate License #: \_\_\_\_\_

Licensed/certified appraiser: [  ] Yes [  ] No Appraisal License #: \_\_\_\_\_

Office Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Preferred Mailing: [  ] Home [  ] Office Preferred Phone: [  ] Home [  ] Office

Website: \_\_\_\_\_

Are you presently a member of any other Association of REALTORS®? [  ] Yes [  ] No

If yes, name of Association and type of membership held: \_\_\_\_\_

Have you previously held membership in any other Association of REALTORS®? [  ] Yes [  ] No

If yes, name of Association and type of membership held: \_\_\_\_\_

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? [  ] Yes [  ] No (If yes, provide details as an attachment.)

If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #: \_\_\_\_\_

and last date (year) of completion of NAR's Code of Ethics training requirement: \_\_\_\_\_. (Please attach copy of certificate of completion.)

Are you, or is any real estate firm in which you are a sole proprietor, general partner or corporate officer, involved in any pending bankruptcy or insolvency proceeding or have you or any real estate firm in which you are a sole proprietor, general partner or corporate officer been adjudged bankrupt in the past three (3) years? [  ] Yes [  ] No

If yes, specify the place(s) and date(s) of such action, and detail the circumstances relating thereto on a separate sheet and attach to this application.

NOTE: Applicant acknowledges that if the applicant or any real estate firm in which the applicant is a sole proprietor, general partner, or corporate officer is involved in any pending bankruptcy or insolvency proceedings or has been adjudged bankrupt in the past three (3) years, the Brevard Board of REALTORS® may require, as a condition of membership, that the applicant pay cash in advance for Board and MLS fees for up to one (1) year from the date that membership is approved or from the date that the applicant is discharged from bankruptcy (whichever is later) or, in the event that bankruptcy proceedings are initiated subsequent to obtaining membership in the Brevard Board of REALTORS®, that the member may be placed on a “cash basis” from the date that bankruptcy is initiated until one (1) year from the date that the member has been discharged from bankruptcy.

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Brevard Board of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

I agree as a condition of participation in the Brevard Board of REALTORS® to abide by all relevant Bylaws, Rules and Regulations and other obligations of participation, including payment of fees. I further agree to be bound by the Code of Ethics on the same terms and conditions as established in the Code of Ethics and Arbitration Manual, including the obligation to submit to ethics hearings and the duty to arbitrate contractual and specific non-contractual disputes with other REALTORS® in accordance with the established procedures of the Board. I understand that a violation of the Code of Ethics may result in suspension or termination of MLS rights and privileges and that I may be assessed an administrative fee not to exceed \$500 which may be in addition to any discipline, including fines, that may be imposed.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

(Optional Information):

Specialty: [  ] Residential [  ] Commercial [  ] Resort [  ] International [  ] Other: \_\_\_\_\_

How long with current real estate firm? \_\_\_\_\_ Previous real estate firm (if applicable): \_\_\_\_\_

Number of years engaged in the real estate business: \_\_\_\_\_

NORTH CAROLINA MOUNTAINS MLS  
BREVARD BOARD OF REALTORS®

**Agent Information/Internet Authorization Form**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

You will be assigned a user name into the Regional MLS System. Please provide a password for the system. Passwords should be 6-8 characters. Passwords can be alpha, numeric, or both. No symbols. Passwords will be entered into the system in all lower case. User names and passwords are case sensitive.

**Password:** \_\_\_\_\_

\*\*\*\*\*

FOR BOARD USE ONLY:

USER ID: \_\_\_\_\_

FIRM ID: \_\_\_\_\_

OFFICE ID: \_\_\_\_\_

AGENT ID: \_\_\_\_\_

DATE ENTERED INTO INNOVIA: \_\_\_\_\_

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Brevard Board of REALTORS®  
2010 Dues and Access Fees Schedule - Secondary Member

<i>First Quarter</i>	January	February	March
Local	\$181.00	\$165.92	\$150.83
Application Fee	\$400.00	\$400.00	\$400.00
Access	\$231.00	\$154.00	\$77.00
<b>Subtotal</b>	<b>\$812.00</b>	<b>\$719.92</b>	<b>\$627.83</b>
ActiveKey	\$350.00	\$350.00	\$350.00
<b>Total</b>	<b>\$1,162.00</b>	<b>\$1,069.92</b>	<b>\$977.83</b>
<i>Second Quarter</i>	April	May	June
Local	\$135.75	\$120.67	\$105.58
Application Fee	\$400.00	\$400.00	\$400.00
Access	\$231.00	\$154.00	\$77.00
<b>Subtotal</b>	<b>\$766.75</b>	<b>\$674.67</b>	<b>\$582.58</b>
ActiveKey	\$350.00	\$350.00	\$350.00
<b>Total</b>	<b>\$1,116.75</b>	<b>\$1,024.67</b>	<b>\$932.58</b>
<i>Third Quarter</i>	July	August	September
Local	\$90.50	\$75.42	\$60.33
Application Fee	\$400.00	\$400.00	\$400.00
Access	\$231.00	\$154.00	\$77.00
<b>Subtotal</b>	<b>\$721.50</b>	<b>\$629.42</b>	<b>\$537.33</b>
ActiveKey	\$350.00	\$350.00	\$350.00
<b>Total</b>	<b>\$1,071.50</b>	<b>\$979.42</b>	<b>\$887.33</b>
<i>Fourth Quarter</i>	October	November	December
Local	\$45.25	\$30.16	\$15.08
Application Fee	\$400.00	\$400.00	\$400.00
Access	\$231.00	\$154.00	\$77.00
<b>Subtotal</b>	<b>\$676.25</b>	<b>\$584.16</b>	<b>\$492.08</b>
ActiveKey	\$350.00	\$350.00	\$350.00
<b>Total</b>	<b>\$1,026.25</b>	<b>\$934.16</b>	<b>\$842.08</b>

# Subscription Agreement

This Subscription Agreement (the “Agreement”) is made and entered into by and between \_\_\_\_\_, an individual real estate agent, sales licensee, or non-principal broker (the “Subscriber”), and **NORTH CAROLINA MOUNTAINS MLS, LLC**, a North Carolina limited liability company (the “MLS”).

Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 22 of this Agreement.

Grant of Subscriber Rights in Multiple Listing Service. The Board of which the Broker is a member is a Member or a wholly owned subsidiary of a Member of the MLS. Broker is licensed to provide real estate brokerage services in the State of North Carolina, and is a member of a Board. The Board of which Broker is a member offers a suite of services to its Brokers, including access to the MLS Database. Accordingly, Broker has enrolled with the Board of which it is a member to receive various services, including access to the MLS Database. Subscriber, an employee of or independent contractor with Broker desires access to the MLS Database. Therefore, subject to the terms and conditions of this Agreement and the Rules and Regulations, MLS agrees to make the MLS Database available for access by Subscriber, and Subscriber shall have all rights and obligations of a subscriber in MLS’s multiple listing service as set forth under the Rules and Regulations. Access to the MLS Database shall be through a means determined by MLS.

License Grant. MLS hereby grants to Subscriber a limited, non-exclusive, and personal license to use Listing Content only for purposes and as expressly allowed under Subscriber’s certification or licensure, the Rules and Regulations, and any applicable License Agreement. Subscriber agrees to take all reasonable steps to protect the MLS Database and Listing Content from unauthorized access, copying, or use.

## Intellectual Property Ownership.

Subscriber acknowledges and agrees that the MLS Database, and all copies, modifications, enhancements, and derivative works of the MLS Database, are the property of MLS, and all right, title, and interest in and to the MLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with MLS. Subscriber hereby irrevocably assigns to MLS any and all rights which it may have or acquire in and to the MLS Database.

Subscriber acknowledges and agrees that the Listing Content, and all copies, modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential, original works of authorship of MLS, or have been assigned or licensed to MLS, and are protected under United States copyright, trademark, and trade secret laws of general applicability. Subscriber acknowledges and agrees that all right,

title, and interest in and to the Listing Content, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with MLS or its licensors. Subscriber hereby irrevocably assigns to MLS any and all rights not assigned to Broker which it may have or acquire in and to the Listing Content. Nothing in this Agreement or the Rules and Regulations shall be deemed to convey to Subscriber an interest in or to the MLS Database or Listing Content, but only a limited right of access and use, revocable in accordance with the terms of this Agreement.

Subscriber agrees not to challenge MLS's rights in and to the Listing Content or the MLS Database or to take any action inconsistent with the provisions of this Section 4 of this Agreement. Subscriber agrees to take all action and execute and deliver to MLS all documents requested by MLS in connection with the copyright application and registration of the Listing Content and the MLS Database.

Without limiting the generality of this Section 4.d, Subscriber acknowledges and agrees that MLS may license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by MLS, unless otherwise limited by a separate agreement between MLS and the applicable broker/brokerage firm or by the Rules and Regulations.

License to Broker's Listings. Upon the receipt of a written request from Broker, in a form acceptable to MLS, and so long as Broker, Subscriber, and/or an applicable Vendor are not in default under this Agreement, the Rules and Regulations or any agreement with MLS, MLS will grant to Subscriber or the applicable Vendor a license to the Listing Content for Broker's Listings. The license will only be granted pursuant to a License Agreement. MLS has no obligation to grant a license to Subscriber or any Vendor which does not enter into a License Agreement. In addition to any applicable license fee payable by Subscriber and/or the Vendor, Subscriber shall pay to MLS all costs and expenses incurred by MLS in connection with any licenses and any services provided by MLS in connection with such licenses.

Fees. In consideration for subscriber rights in MLS's multiple listing service and for the services provided and licenses granted under this Agreement, Subscriber agrees to pay to Broker the fees ("Fees") in the amount, and in accordance with the terms, established by Broker or the Board of which Broker is a member for participation by subscribers to MLS's multiple listing service, which amount and terms may be changed by Broker or such Board at any time effective upon thirty (30) days prior written notice to Subscriber.

No Assignment by Subscriber. Subscriber agrees that this Agreement is personal to Subscriber, and Subscriber may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Subscriber's rights, duties, or obligations under this Agreement shall be void.

Interruptions in Service. Subscriber acknowledges that access to the MLS Database may from time-to-time be unavailable to Subscriber, whether because of technical failures or interruptions, intentional downtime for service or changes to MLS's website, or otherwise. Subscriber agrees that any modification of MLS's website, and any interruption or unavailability of access to the MLS Database shall not constitute a default of any obligations of MLS under this Agreement, and MLS shall have no liability of any nature to Subscriber for any such modifications, interruptions, unavailability, or failure of access.

Copies and Derivative Works. Except as otherwise expressly provided in this Agreement or the Rules and Regulations, Subscriber may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

Make any copies of the MLS Database, or any portion of the MLS Database, including any specific Listing Content included in the MLS Database;

Create any derivative works, enhancements, or other modifications of the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database;

Download, distribute, export, or transmit the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database; or

Publicly display the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database.

Representations and Warranties Regarding Listings. Subscriber represents and warrants with respect to each Broker's Listing or change to a Broker's Listing submitted by Subscriber to Broker, the following:

Subscriber and the respective Seller have assigned in writing all of Seller's and Subscriber's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Content to Broker.

The Broker's Listing complies in all respects with the Rules and Regulations.

To the best of Subscriber's knowledge and after reasonable due diligence to verify the accuracy of all information in the Broker's Listing, all information included in the Broker's Listing is accurate and not misleading.

The Listing Content for each Broker's Listing is an original work of authorship of the Broker, or has been assigned to Broker pursuant to an enforceable assignment. Except for Broker, no other person or entity, including Subscriber or any

Seller, has any rights of any nature in or to any of the Listing Content for any Broker's Listing.

There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Broker's Listing.

Submission of Listings. As a material condition to accessing the MLS Database, Subscriber agrees to submit to MLS on behalf of Broker, all Listings for properties listed for sale by Subscriber, in accordance with, and except as otherwise provided in, the Rules and Regulations. MLS may refuse to accept or include in, and may remove from, the MLS Database, any Listing, or any Listing Content, or may require Subscriber, on behalf of Broker, to direct MLS to modify any Listing Content, as provided under the Rules and Regulations or if MLS determines, in its sole discretion, that any such Listing Content may violate or infringe upon the rights of a third party. Notwithstanding the foregoing sentence, except as provided in the Rules and Regulations, Subscriber acknowledges that MLS has no obligation to remove or modify any Listing or Listing Content. MLS grants to Subscriber a limited, non-exclusive, personal license to input Listing Content in the MLS Database, and modify such Listing Content, only on behalf of Broker and strictly in accordance with the terms and conditions of this Agreement and the Rules and Regulations. Subscriber acknowledges and agrees that any Listing or Listing Content, or any prospective Listing or Listing Content, submitted to MLS may be accessible by other users of MLS's multiple listing service, and MLS shall have no liability to Subscriber for providing such other users access to any Listing or Listing Content, or any prospective Listing or Listing Content.

Confidential Information. Any information provided by MLS to any Subscriber, including without limitation, any password to the MLS Database, any printouts of the MLS Database as provided under this Agreement, and all Listing Content, including personal information of a Seller (collectively "Confidential Information") shall be maintained by Subscriber as confidential and available exclusively for use by the Subscriber as provided in this Agreement. Subscriber shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Subscriber shall not disclose any Confidential Information pursuant to a court order or as required by law until Subscriber has given MLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Subscriber may disclose Listing Content for individual Listings strictly in accordance with this Agreement and the Rules and Regulations.

Additional Representations and Warranties of Subscriber. Subscriber represents and warrants the following to MLS: (a) Subscriber is a real estate agent or broker licensed and in good standing; (b) Subscriber is a member of a Board in good standing; (c) Broker has consented to Subscriber entering into this Subscription Agreement; (d) this Agreement, when executed by Subscriber, will be valid, binding and enforceable with respect to Subscriber in accordance with its terms; (e) the provisions of the services provided under this Agreement and the fulfillment of

Subscriber's obligations as contemplated under this Agreement are proper and lawful; (f) Subscriber is not and shall not be under any disability, restriction or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement.

Compliance with Governing Rules and Agreements.

By entering into this Agreement, Subscriber represents and warrants to MLS that he or she has read and understands, and shall be bound by and at all times fully comply with and perform all of Subscriber's obligations under this Agreement, the Rule and Regulations, as may be amended from time to time by MLS, the applicable Board Rules and Regulations, and the published policies and procedures of each third party service provider providing services to the Subscriber or MLS hereunder, including, without limitation, additional confidentiality and non-disclosure agreements as may be reasonably required by such third parties. In addition to all other rights and remedies available to MLS under this Agreement and the Rules and Regulations, Subscriber acknowledges that MLS may levy fines against Subscriber for noncompliance with the Rules and Regulations as provided in the Rules and Regulations. A copy of the then-current version of the Rules and Regulations is available upon request.

To the extent there is any conflict between this Agreement, an applicable Participation Agreement, and the Rules and Regulations, the Rules and Regulations shall govern. As between this Agreement and any applicable Participation Agreement, this Agreement shall govern.

No Warranty. THE SERVICES PROVIDED AND LICENSE GRANTED TO SUBSCRIBER UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. MLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, MLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

Limitation of Liability. MLS'S ENTIRE AND CUMULATIVE LIABILITY TO SUBSCRIBER, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MLS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY SUBSCRIBER TO MLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES. WITHOUT WAIVER OF THE FOREGOING LIMITATION, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Injunction. MLS and Subscriber agree that a breach or violation of Sections 9, 12, and 18.g of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which MLS may have, including, without limitation, the right to seek monetary damages.

Term and Termination.

The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall continue for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year terms unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term or this Agreement is otherwise terminated as provided in this Agreement.

Notwithstanding the provisions of Section 18 a. of this Agreement, either party may terminate this Agreement at any time for any reason upon twenty (20) days prior written notice to the other party.

MLS may terminate this Agreement upon the occurrence of any of the following events: (1) Participant requests in writing to MLS that this Agreement be terminated; (2) Subscriber fails to pay any Fees when due; (3) Subscriber discloses any Confidential Information, including, without limitation, any password of Subscriber, except as expressly provided in this Agreement; (4) Subscriber otherwise fails to comply in all respects with the Rules and Regulations, the applicable Board Rules and Regulations; (5) Subscriber defaults under any material term or condition of any License Agreement; or (6) Subscriber defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination pursuant to this Section 18.c of this Agreement shall be effective at any time after MLS has given ten (10) business days notice to Subscriber of any such event, and such event has not been cured within such ten (10) day period. Notwithstanding the foregoing sentence, if, in the reasonable discretion of MLS, the occurrence of any such event could result in irreparable harm to MLS, termination shall be effective immediately, without prior written notice to Subscriber, provided that notice shall be delivered to Subscriber within ten (10) business days following such termination.

This Agreement shall automatically terminate upon termination of the Participation Agreement; except that if Broker, and not Brokerage Firm, entered into the terminated Participation Agreement, this Agreement shall continue in effect provided that another Broker or his/her Brokerage Firm enters into a Participation Agreement within thirty (30) days after termination of the terminated Participation Agreement. If another Participation Agreement is not entered into within such thirty (30) day period, this Agreement shall automatically terminate upon expiration of such thirty (30) day period.

This Agreement may also terminate as provided under Section 21.d of this Agreement.

In addition to all other rights and remedies available to MLS under this Agreement, if Subscriber fails to pay any Fees when due, or otherwise defaults under this Agreement, MLS may, in its sole discretion, temporarily suspend the license granted to Subscriber to access the MLS Database until all outstanding Fees have been paid in full or the default has been cured.

Upon termination of this Agreement, Subscriber agrees to immediately destroy any printouts of the MLS Database or Listing Content, and any copies of the MLS Database and Listing Content in Subscriber's possession or under Subscriber's control. Upon termination of this Agreement, all licenses granted and all services provided to Subscriber under this Agreement shall terminate. No pre-paid Fees will be refunded to Subscriber for any termination of this Agreement.

Indemnification. Subscriber agrees to indemnify and hold harmless MLS, and its officers, directors, employees, shareholders from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any Listing Agreement, this Agreement, submission to MLS of any Listing or Listing Content and the inclusion of any Listing or Listing Content by Subscriber in the MLS Database, including, without limitation, any claim that the access to, display of, and/or use of any Listing Content infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.

Proprietary and Other Notices. Subscriber agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the MLS Database or any printouts of the MLS Database allowed under this Agreement.

General.

Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within (1) business day after notice is delivered by e-mail, to the appropriate party at the following addresses:

If to Subscriber:

At the street address or e-mail maintained by MLS for Subscriber.

If to MLS:

North Carolina Mountains MLS, LLC  
5030 Hendersonville Rd., Suite 1B  
Fletcher, NC 28732

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing this Agreement, to the parties to this Agreement.

Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subscriber acknowledges that by using the services provided under this Agreement, Subscriber has transacted business in the State of North Carolina. By transacting business in the State of North Carolina by agreement, Subscriber voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Buncombe, Haywood, Henderson or Transylvania County, State of North Carolina, as to all matters relating to or arising from this Agreement.

Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement; except that if any provision of Sections 8, 15, or 15 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement, is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without notice.

No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

Entire Agreement; Modifications Only in Writing. This Agreement, together with the Rules and Regulations and any applicable License Agreement, (i) constitutes the entire agreement between MLS and Subscriber concerning the MLS Database, Listing Content, and all other subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and (iii) may not be amended except in writing signed by MLS and Subscriber.

No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of MLS and Subscriber and is not intended to benefit any third party, including any Seller or Subscriber. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

Survival. The provisions of Sections 4, 6, 8, 12, 15, 156, 17, 18.g, 19, and 21 of this Agreement shall survive the termination of this Agreement.

Definitions. The following terms shall have the following meanings in this Agreement:

Broker means the principal real estate broker/broker in charge and the real estate brokerage firm, if any, affiliated with such broker, and who has engaged Subscriber as an agent/sales licensee of Broker, either as an employee or independent contractor.

Reserved.

Broker Listings means only the Listings of Broker.

Board means: Asheville Board of Realtors, Inc.; Brevard Board of Realtors, Inc.; Haywood County Board of Realtors, Inc.; and Hendersonville Board of Realtors, Inc.

Board Rules and Regulations means the rules and regulations, as amended, of the Board of which a Subscriber is a member.

Exempted Listing means a Listing which the respective Seller refuses to have disseminated by MLS pursuant to a written certification, or any other Listing which is not required to be filed with MLS as provided under the Rules and Regulations.

License Agreement means a license agreement entered into between MLS and Subscriber or MLS and a third party at the request of Subscriber.

Listing mean a real estate listing of a participant in MLS's multiple listing service.

Listing Agreement means an enforceable, written, and fully executed agreement between Broker and a Seller whereby, among other things, Broker agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided, including compensation to a cooperating Broker, if applicable, all in accordance with applicable law.

Listing Content means all data and content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information submitted by Broker to MLS with respect to all Broker's Listings except Exempted Listings. .

MLS Database means the compilation of Listings, including information for sold properties, known as the MLS Database, as modified from time-to-time by MLS, and which is available to Subscribers at the MLS website.

Participation Agreement means a participation agreement, in a form acceptable to MLS in its sole discretion, entered into between MLS and Broker, which grants participation rights in MLS's multiple listing service to Broker.

Seller means the seller(s) or lessor(s) of a property which is the subject of a Listing at issue under this Agreement.

Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Subscriber.

Dated effective \_\_\_\_\_, \_\_\_\_\_

MLS

**NORTH CAROLINA MOUNTAINS MLS, LLC**

By \_\_\_\_\_

\_\_\_\_\_  
President

SUBSCRIBER

\_\_\_\_\_  
\_\_\_\_\_  
Individually