

MULTIPLE LISTING SERVICE PARTICIPATION AGREEMENT

Participant Information

Firm Information

Name: \_\_\_\_\_ ("Participant")

Name: \_\_\_\_\_ ("Firm")

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

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

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Primary Board or Association (if not Heartland Board of REALTORS®): \_\_\_\_\_ (provide letter of good standing to NORIS)

Participant has elected to participate in the Multiple Listing Service ("MLS"). In consideration of The Heartland Board of REALTORS® ("HBOR") making the MLS available, and as a condition of participation in the MLS, Participant, individually and on behalf of all licensees (or licensed or certified appraisers) or non-licensees affiliated with or employed by Participant who utilize the MLS (collectively called "Affiliated Persons"), agrees to the following:

- 1. Participant shall comply with the provisions of the Code of Regulations, HBOR Bylaws, MLS Rules and Regulations, and any other obligations of participation in the MLS, including but not limited to end user license agreements for any proprietary software systems utilized by the MLS and any license agreements to which Participant and MLS are parties, all as amended from time to time (collectively called "MLS Documents"). Participant acknowledges that [i] access to and use of the MLS is contingent on compliance with the MLS Documents, including payment of fees; and [ii] Participant is responsible for ensuring compliance with the MLS Documents by all Affiliated Persons.
2. Participant agrees as a condition of participation in the MLS that Participant currently, and will on a continual and ongoing basis in the operation of Participant's real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other participants through the MLS. Participant agrees that Participant must continue to engage in such activities during Participant's participation in the MLS. Participant acknowledges that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights.
3. Participant shall be bound by the Code of Ethics of the National Association of REALTORS® including the obligation to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of HBOR.
4. A violation of the Code of Ethics may result in the termination of Participant's MLS privileges. Failure to make payments when due, disclosure of Participant's MLS password in violation of the MLS Documents, and failure to comply with any applicable license agreement are some but not all of the violations of the MLS Documents that may also result in the termination of Participant's MLS privileges.
5. HBOR grants Participant a license to use the proprietary software system licensed to HBOR for accessing the MLS. This license is granted subject to the terms and conditions of the applicable end user license agreement agreed to by Participant and shall terminate upon the termination of Participant's access to the MLS for any reason.
6. Participant and Firm, jointly and severally, guaranty payment of all amounts due to HBORS by Participant or any Affiliated Persons in connection with the MLS. If payment is not made when due under the MLS Documents and access to the MLS is suspended as a result of such nonpayment, Participant or Firm shall pay the amount due without further notice. Participant and Firm waive all suretyship and other similar defenses.
7. Participant and Firm, jointly and severally, indemnify and save harmless HBOR from any and all claims, damages, causes of action, judgments, and expenses (including reasonable attorney's fees) incurred by HBOR in connection with or arising from {i} property listing content submitted by or on behalf of Participant or Firm; {ii} use of the MLS by Participant or any Affiliated Persons; and [iii] violation of any terms of the MLS Documents by Participant or any Affiliated Person. If any action, suit or proceeding is brought against HBOR, by reason of any such claim, Participant and Firm, upon notice from HBOR, shall defend the claim at Participant's and Firm's expense with counsel reasonably satisfactory to HBOR.
8. Participant and Firm acknowledge that [i] active property listing content entered into the MLS may be automatically sent (non-confidential data and images) for Internet posting; [ii] Participant and Firm are responsible for informing sellers, in writing, that information concerning their properties may be displayed on the Internet; [iii] property listing content may be excluded from Internet posting upon Participant's compliance with the procedures set forth in the MLS Documents; [iv] Participant's use of the MLS compilation is strictly subject to the terms of the MLS Documents; and [v] HBOR do not verify the property listing content in the MLS compilation, are not responsible for its accuracy, and are not liable for its content.

Participant: Signature: \_\_\_\_\_

Firm: \_\_\_\_\_ (Firm Name)

Print Name: \_\_\_\_\_

By: \_\_\_\_\_ (Signature of Authorized Officer)

Effective Date of Agreement: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_