MULTIPLE LISTING SERVICE SUBSCRIPTION AGREEMENT (LICENSED SUBSCRIBER)

Licensed Subscriber Information		**Firm Information**	
Name:	_____ ("Licensed Subscriber")	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 HBOR)

Licensed Subscriber has elected to utilize the HBOR Multiple Listing Service ("MLS"). In consideration of HBORmaking the MLS available, and as a condition of utilizing the MLS, Licensed Subscriber, individually and on behalf of all persons employed by or affiliated with Licensed Subscriber who utilize the MLS (collectively called "Affiliated Persons"), agrees to the following:

1. Licensed Subscriber shall comply with the provisions of the HBOR Code of Regulations, HBOR Bylaws, MLS Rules and Regulations, and any other obligations of utilization of 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 Licensed Subscriber and HBOR are parties, all as amended from time to time (collectively called "MLS Documents"). Licensed Subscriber acknowledges that [i] access to and use of the MLS is contingent on compliance with the MLS Documents, including payment of fees; and [ii] Licensed Subscriber is responsible for ensuring compliance with the MLS Documents by all Affiliated Persons.

2. Licensed Subscriber shall be bound by the Code of Ethics of the National Association of REALTORS® including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of HBOR.

3. A violation of the Code of Ethics may result in the termination of Licensed Subscriber's MLS privileges. Failure to make payments when due, disclosure of Licensed Subscriber'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 Licensed Subscriber's MLS privileges.

4. HBOR grants Licensed Subscriber 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 Licensed Subscriber and shall terminate upon the termination of Licensed Subscriber's access to the MLS for any reason.

5. Licensed Subscriber is responsible for all monetary obligations associated with the use of the MLS by Licensed Subscriber or any Affiliated Persons.

6. Licensed Subscriber indemnifies and saves harmless HBOR from any and all claims, damages, causes of action, judgments, and expenses (including reasonable attorneys' fees) incurred by HBOR in connection with or arising from [i] property listing content submitted by or on behalf of Licensed Subscriber; [ii] use of the MLS by Licensed Subscriber or any Affiliated Persons; and [iii] violation of any terms of the MLS Documents by Licensed Subscriber or any Affiliated Persons. If any action, suit or proceeding is brought against HBOR, by reason of any such claim, Licensed Subscriber, upon notice from HBOR, shall defend the claim at Licensed Subscriber's expense with counsel reasonably satisfactory to HBOR.

7. Licensed Subscriber acknowledges that 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.

Licensed

Subscriber
Signature: _____ Effective Date of Agreement: _____

Print Name: _____