MULTIPLE LISTING SERVICE SUBSCRIPTION AGREEMENT (UNLICENSED SUBSCRIBER)

Unlicensed Subscriber Information

Name: _____
("Unlicensed Subscriber")

Address: _____
_____

Telephone: _____
E-mail: _____

Firm Information

Name: _____
("Firm")

Address: _____
_____

Telephone: _____

Licensed Subscriber Information [complete if Unlicensed Subscriber is employed by a Licensed Subscriber]

Name: _____
("Licensed Subscriber")

Address: _____
_____

Telephone: _____

E-Mail: _____

Unlicensed Subscriber has elected to utilize the HBOR Multiple Listing Service ("MLS"). In consideration of The Heartland Board of REALTORS® ("HBOR") making the MLS available, and as a condition of utilizing the MLS, Unlicensed Subscriber agrees to the following:

1. Unlicensed 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 Unlicensed Subscriber and HBOR are parties, all as amended from time to time (collectively called "MLS Documents"). Unlicensed Subscriber acknowledges that access to and use of the MLS is contingent on compliance with the MLS Documents.

2. The disclosure of Unlicensed Subscriber's MLS password in violation of the MLS Documents is one but not the only violation of the MLS Documents that may result in the termination of Unlicensed Subscriber's MLS privileges.

3. HBOR grants Unlicensed Subscriber a license to use the proprietary software system licensed to NORIS for accessing the MLS. This license is granted subject to the terms and conditions of the applicable end user license agreement agreed to by Unlicensed Subscriber and shall terminate upon the termination of Unlicensed Subscriber's access to the MLS for any reason.

4. Unlicensed 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] use of the MLS by Unlicensed Subscriber; and [ii] violation of any terms of the MLS Documents by Unlicensed Subscriber. If any action, suit or proceeding is brought against HBOR, by reason of any such claim, Unlicensed Subscriber, upon notice from HBOR, shall defend the claim at Unlicensed Subscriber's expense with counsel reasonably satisfactory to HBOR.

5. Unlicensed 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.

Unlicensed Subscriber Signature: _____

Effective Date of Agreement: _____

Print Name: _____