

**CAPITAL AREA ASSOCIATION OF REALTORS®  
Multiple Information Service  
AFFILIATE MIS SUBSCRIBER AGREEMENT**

This Agreement entered into by and between the Capital Area Association of REALTORS® Multiple Information Service (the "MIS") and the undersigned Affiliate Subscriber. It is acknowledged by the parties that both the MIS and Affiliate Subscriber have an interest in protecting the security of the MIS System (the "System") and the MIS Data contained within the System. It is further acknowledged that Affiliate Subscriber wishes to access and use certain statistical information or "Comparables" ("sold" information) and/or "Public Records" information, depending on the Affiliate's particular subscription with the MIS. Affiliate Subscriber desires to receive Services in accordance with this Agreement, and in consideration of receiving such Services, Affiliate Subscriber agrees to abide by the mutual covenants, promises, terms and conditions as herein set forth.

**1) AFFILIATE MEMBERSHIP REQUIREMENT.** The establishment and continuation of this Agreement is contingent upon membership in the Capital Area Association of REALTORS (CAAR). It is acknowledged and understood that if the Affiliate Subscriber's Affiliate membership in CAAR should be discontinued or terminated for any reason that this Agreement shall also terminate.

**2) MIS SYSTEM ACCESS.** The MIS will issue to Affiliate Subscriber one "agent ID" number and "token" (key fob) that, along with a Affiliate Subscriber generated "PIN", will entitle Affiliate Subscriber to use and access the System through a System compatible computer using Affiliate Subscriber's own Internet connection. Simultaneous access to the System using the same Agent ID is prohibited. **THE PIN AND KEY FOB ARE PROVIDED EXCLUSIVELY FOR THE SOLE USE OF AFFILIATE SUBSCRIBER AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER PERSON.** Failure to comply with this provision will result in a significant fine and possible loss of MIS System access, as set forth in the MIS Policies.

a) The Affiliate Subscriber agrees to prohibit access to the System by those not authorized to use the System, and agrees to keep confidential any security features, including but not limited to the PIN.

b) The Affiliate Subscriber agrees not to sell, publish, reformat, recompile nor resell MIS Data, derive products or analyses from the MIS Data, nor distribute in written, printed or electronic form proprietary or copyrighted information of the MIS or the CAAR to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of the CAAR and the property owner whose information is so disseminated, except for appraisal purposes.

**3) TERM.** The term of this Agreement shall commence as soon as the Affiliate Subscriber has executed and returned this Agreement to the MIS and Affiliate Subscriber has paid all fees that are due and the MIS has accepted this Agreement. This Agreement shall continue in full force and effect until such time as Affiliate Subscriber is no longer eligible to receive the Services provided under this Agreement, or until such time as membership or access has been terminated. Either party may terminate this Agreement upon 30 days written notice to the other. The Affiliate Subscriber understands that, upon the termination of this Agreement, his/her agent ID, PIN and token will no longer be valid and he/she will not be able to access or use the System and will not be eligible to receive any other Services or products under this Agreement. Upon the termination of this Agreement Affiliate Subscriber shall purge all copies of the MIS Software and the MIS Database from Affiliate Subscribers personal computers, handheld computers, websites and any other such media; and all licenses granted hereunder shall immediately terminate.

**4) FEES AND PAYMENT TERMS.** The Affiliate Subscriber shall be obligated to pay any and all fees applicable to these services as determined from time-to-time by the MIS. The MIS shall provide at least thirty days written notice prior to any fee increase for services provided under this Agreement. The MIS may, at its option, require Affiliate Subscriber to place on file with the MIS either a credit card authorization, a bank debit authorization or other acceptable form of electronic payment to enable the MIS to process payments automatically.

**5) OWNERSHIP AND MISUSE OF INFORMATION.** Affiliate Subscriber acknowledges that all information stored in the System (i.e., "MIS Data") is owned or leased by the MIS and that the MIS, and not Affiliate Subscriber, shall retain all right, title and/or interest therein. The MIS hereby grants Affiliate Subscriber a license to use the Comparables and/or public records portion of the MIS Database to the extent that such use does not conflict with this Agreement.

**6) EMAIL ADDRESS REQUIRED.** Office Administrator agrees to maintain on file with the MIS at all times a valid working email address. Failure to do so will negate the Affiliate Office Administrator's ability to generate a temporary emergency password.

**7) LIMITATION OF LIABILITY.** Affiliate Subscriber understands and affirms that neither the MIS nor CAAR have any direct control over the operation of the system or Affiliate Subscriber's ability to gain access to the Internet. Accordingly, Affiliate Subscriber hereby waives any and all claims which he/she has or may acquire against the MIS or CAAR with respect to any failure in the System, the operation of the System itself, Affiliate Subscriber's inability to gain access to the Internet for any reason, or activities relating to or the providing of products or Services pursuant to this Agreement. THE CAAR MIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION CONTAINED WITHIN THE SYSTEM IS MADE AVAILABLE TO THE AFFILIATE SUBSCRIBER ON AN "AS IS, AS AVAILABLE" BASIS AND THE MIS DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY SUCH MIS DATA.

The MIS shall not be liable for incidental damages or consequential damages under any circumstances, even if the MIS has been advised as to the possibility of such damages. The MIS' liability to Affiliate Subscriber for any reason shall not exceed the total charges paid by Affiliate Subscriber hereunder and Affiliate Subscriber agrees that the MIS will not be liable for any lost profits or for any claims asserted against Affiliate Subscriber by any other party.

**8) COMPLIANCE WITH THE MIS RULES, REGULATIONS AND POLICY.** Affiliate Subscriber acknowledges that access to and use of the System is contingent upon Affiliate Subscriber's compliance with the MIS Policies. For the purpose of this Agreement the term "MIS Policies" shall include all policies, procedures, rules and regulations as the MIS amends them from time to time. Affiliate Subscriber understands that failure to comply may result in a fine and suspension of MIS System access.

**9) INDEMNITY.** Affiliate Subscriber agrees to indemnify, defend and hold harmless the MIS and CAAR from any and all claims, demands, liabilities and costs, including attorney fees, arising from the failure of Affiliate Subscriber to comply with any of Affiliate Subscriber's obligations or responsibilities set forth in this Agreement. Affiliate Subscriber expressly waives, releases and agrees to hold harmless the MIS and CAAR against any actual damages, consequential damages and lost business and any other claim arising from Affiliate Subscriber's use of the System. These indemnity and release Agreements of Affiliate Subscriber shall survive the termination of this Agreement.

**10) ATTORNEY FEES.** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney fees, including such costs and fees on appeal.

**11) SEVERABILITY.** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**12) WAIVER.** The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement will not be construed to be a waiver of such provisions or of its right thereafter to enforce such provisions and each and every provision thereafter, unless such provisions are expressly waived in a signed, written Agreement by both parties.

**13) AUTHORIZATION.** The parties represent and warrant that the signatories hereto are duly authorized to enter into this Agreement.

**I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MIS AFFILIATE SUBSCRIBER AGREEMENT AND I AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Affiliate Subscriber Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Affiliate Subscriber Name: \_\_\_\_\_ Token Serial #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Affiliate Subscriber E-mail address: \_\_\_\_\_ **(REQUIRED)**