



296 Bay Road, Queensbury NY

PH: 518-798-3425

FX: 518-798-0554

APPLICATION FOR REAL ESTATE ASSOCIATION MEMBERSHIP

- All applicants are required to complete Section I and Section IV. Section III is optional. All pages must be returned.
- Applicants for REALTOR® membership who are principles, partners, corporate officers or branch office managers must also complete Section II.

SECTION I

Applicants Name: _____ Email Address: _____

(Please fill in both home and business addresses. NOTE: Email above will be used as the primary email address for all billing and correspondence purposes. If you change your email address at any time you must inform the SAR office. We are not responsible for missed correspondence)

Home Address: _____ Town/City: _____ State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

Business Address: _____ Town/City: _____ State: _____ Zip: _____

Business Phone: _____ Fax Number: _____

Name exactly as it appears on Real Estate license: _____

Real Estate License Number: _____ License Expiration Date: _____/_____/_____ (Please print)

[Please attach photocopy of New York State Brokers, Associate Broker or Salesperson License]

Birth Month (month only): _____

License Type: [] Broker [] Associate Broker [] Salesperson [] Appraiser [] Other--Please specify _____

Name of Firm: _____

Please select one: [] Sole Proprietor [] DBA [] Partnership [] Corporation

Applicant's position with the firm: [] Principal [] Partner [] Corporate Officer [] Branch Office Manager
[] Employee [] Independent Contractor [] Other; _____

I hereby apply for REALTOR® (Primary, Secondary or Designated) membership in the above named Association, and enclose my check in the amount of \$_____, which I understand will be returned to me in the event I am not accepted to membership. In the event my application is approved, I agree as a condition to membership to complete the New Member Orientation program as prescribed by the Association, if any, and otherwise on my own initiative to thoroughly familiarize myself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, INC., including the duty to arbitrate business disputes in accordance with the Code of Ethics and Arbitration Manual of the board and the constitution, bylaws and rules and regulations of the above named Association, the state association and the National Association, and I further agree to complete satisfactorily a reasonable and nondiscriminatory written examination covering such Code, constitution, bylaws, rules and regulations and duty to arbitrate. I further agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, constitution, bylaws, rules and regulations, and duty to arbitrate, all as from time to time amended. Finally, I consent and authorize the Association, through its Membership Committee or otherwise, to invite and receive information and comments about me from any member or other person, and I agree that any information and comment furnished to the Association by any member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel or defamation of character.

Completed & signed forms may be emailed to AE@SouthernADKRealtors.org; Faxed to 518-798-0554 or mailed/delivered to our office located at 296 Bay Road, Queensbury NY 12804. Membership applications are only processed once payments have been received. Dues are non-refundable. Phone 518-798-3425 with any questions.

NOTE: Applicant acknowledges that the Association will maintain a membership file of information which may be shared with other Associations where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of Code of Ethics violations and violations of other membership duties within the past three (3) years; pending complaints alleging violations of the Code of Ethics or alleging violations of other membership duties; incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to the Association or its MLS.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association 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®.

Are you a member of an institute, society or council affiliated with the NATIONAL ASSOCIATION OF REALTORS? []Yes []no

If yes, please indicated name of affiliated institute, society or council: _____

NOTE: An applicant for Institute Affiliate Membership shall supply to the Membership Committee evidence that applicant holds a professional designation awarded by a qualified Institute, society or council affiliated with the NATIONAL ASSOCIATION OF REALTORS® that addresses a specialty area other than residential brokerage or who otherwise holds a class of membership in such Institute, society or council that confers the right to vote or hold office and shall agree, if elected to membership, to abide by the constitution, bylaws and rules and regulations of the local board, the state association and the NATIONAL ASSOCIATION OF REALTORS® INC.

Please list any professional designations you hold: _____

Do you hold, or have you ever had, a real estate license in any other state? [] Yes [] No

If YES, please specify the name of state and license number: _____

Has your real estate license, in this or any other state, ever been suspended or revoked? [] Yes [] No

If YES, specify the place(s) and date(s) of such action, and detail the circumstances relating thereto: (attach a separate sheet if necessary)

Are there now any pending or unresolved complaints, or have there been within the past 3 years, any complaints against you or the firm with which you have been associated before any state real estate regulatory agency or any other agency of government? []Yes []No

If YES, please specify the substance of each complaint in each state, the agency before which the complaint was made, and the current status or resolution of such complaint: (attach separate sheet if necessary)

Have you ever been convicted of a felony? []Yes []No

If YES, please give details including state and court of conviction: (attach separate sheet if necessary)

Are you currently a member of another Real Estate Board or Association which is affiliated with the NATIONAL ASSOCIATION OF REALTORS®, INC or have you ever held membership in another board or association? [] Yes [] No

If YES, please list each board and association where membership was held, type of membership held, and approximate dates of membership: _____

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If you already have a NRDS # please include here: _____

Have you ever been a User or Subscriber in a Multiple Listing Service which is owned and operated by a board or association affiliated with the NATIONAL ASSOCIATION OF REALTORS[®], INC.? Yes No

if YES, please list the name of each MLS and the approximate dates of participation: _____

SECTION II -TO BE COMPLETED BY BROKER APPLICANTS ONLY (or may be filled out by Branch Office Managers)

Please indicate the category of membership for which you are applying:

Institute Affiliate Affiliate Public Service Honorary

Please use the following checked address (as indicated at the beginning of this application) for all mailing and communication purposes.

Home Address/Phone and Email

Business Address/Phone and Email

State the names and titles of all other principals, partners, or corporate officers of your firm:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

List names & addresses of all branch offices or other real estate firms in which you are a principal, partner or corporate officer:

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

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: (attach separate sheet if needed)

NOTE: Applicant acknowledges that if the applicant or any real estate firm in which the applicant is 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 Association may require, as a condition of membership, that the applicant pay cash in advance for Association 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 Association, 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.

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SECTION III-- STATISTICAL INFORMATION (section optional)

Are you doing real estate business: _____ full time _____ part time

First entered the real estate business on _____ [date] at _____ [city] _____ [state]

Have you engaged continuously in the business since that time? []Yes []No	If NO, during what years were you in the business? _____
Please indicate how many years you have been active in the profession: _____ years as a Salesperson	_____ years as a Broker _____ Other

Are you a member of, or have you ever held membership in a real estate board NOT affiliated with the NATIONAL ASSOCIATION OF REALTORS, ?
 []Yes []No

If YES, please provide name of association, type of membership held and dates:

SECTION IV--MEMBERSHIP AGREEMENT (All applicants must complete for membership)

I (Print Name) _____ agree as a condition of membership in the Southern

Adirondack REALTORS, Inc. to abide by all relevant bylaws, MLS rules and regulations and other obligations of membership, including payment of dues . I further agree to be bound by the Code of Ethics on the same terms and conditions as board/association members, as established in the Code of Ethics and Arbitration Manual, 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 the board/association. I understand that a violation of the Code of Ethics may result in suspension or termination of association membership and MLS rights and privileges and that I may be assessed an administrative processing fee not to exceed \$500 which may be in addition to any discipline, including fines, that may be imposed

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 Association, I shall pay the fees and dues as from time to time established. NOTE: Payments to the Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. 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 also agree and understand that from time to time the association may take photos at association events and special functions and that by signing this agreement I am allowing any photos that include my image to be used for publication on behalf of the association in print and electronically without any financial enumeration to me.

I agree that, if accepted for membership in the Southern Adirondack REALTORS, Inc., I will pay the fees and dues as from time to time established and there are no refunds. I further agree to attend any mandatory orientation programs for new members as outlined in the bylaws.

DATE _____ SIGNATURE _____

(Applicant's usual form of signature)

For office use only: Payment Rec'd: DATE: _____ ()Ck () CC Processed: OL _____ IO _____ Board Action Date: _____

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Global Multiple Listing Service, Inc. Subscriber Agreement

This agreement is a binding contract and includes terms limiting your legal rights and GMLS's liability to you. Consult your attorney before signing if you do not understand any of the terms here.

This AGREEMENT is made and entered into by Global Multiple Listing Service, Inc. ("GMLS") and you ("You" or "Subscriber"). By clicking "I Agree", You agree to the following terms: **DEFINITIONS AND USAGE**

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

Firm Participant: The brokerage or appraisal company to which Individual Participants are affiliated and has executed a Participant Agreement with GMLS.

GMLS Affiliates: GMLS Affiliates means GMLS and its officers, directors, employees, agents, representatives, licensors, and shareholders.

GMLS Database: All data available to Subscriber on the GMLS System, including the Subscriber Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

GMLS Policies: GMLS's bylaws, rules and regulations, and policies and procedures adopted by GMLS's board of directors or authorized delegates, as GMLS amends them from time to time.

GMLS Service: The services GMLS provides to Subscriber under this Agreement and similar services GMLS provides to third parties under similar agreements, including any access or license to the GMLS Software, the GMLS Database, and the GMLS System.

GMLS Software: GMLS's proprietary web browser interface(s) to the GMLS System.

GMLS System: The aggregate of all hardware and data connection systems that GMLS maintains, or that GMLS contractors maintain on its behalf, in order to make access to the GMLS Database available to Subscriber.

Individual Participant: With regard to each office of Firm Participant, the principal broker or appraiser manager that supervises Subscriber's real estate activities and on whose behalf Subscriber conducts those real estate activities.

Other Participants and Subscribers: All Participants and Subscribers of GMLS not party to this Agreement, including Firm Participants' employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

Saved Information: Information that Subscriber stores in the GMLS System for his own later use that is not intended by him/her to be available to GMLS's Other Participants and Subscribers, including client prospect and contact information.

Schedule of Fees: GMLS's document that establishes the fees for GMLS Service.

Subscriber Compilation Contribution or "SCC." All selection, coordination, and arrangement by Subscriber of listing information submitted, contributed, or input in the GMLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the GMLS System. SCC does not include original text or photographs.

Subscriber Contribution: All data that the Subscriber submits, contributes, or inputs in the GMLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the SCC.

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

- (a) Wherever the term "including" is used, it means "including, but not limited to."
 - (b) The singular and plural numbers and masculine, feminine, and neuter genders of words are interchangeable.
 - (c) Wherever the term "law" is used, it means all statutes, regulations, and common law, both state and federal, as they are amended.
- Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

GMLS'S OBLIGATIONS

3. GMLS shall provide one unique user ID and password to Subscriber. The user ID and password will provide Subscriber access to all data and functions in the GMLS Service to which Subscriber is entitled under the GMLS Policies. GMLS makes no warranties, however, that the GMLS Service will be available at all times.

SUBSCRIBER ACKNOWLEDGMENTS

4. **Modifications to service.** GMLS may, but is not required to, modify the GMLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the GMLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** GMLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the GMLS Database or the Subscriber Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, GMLS may take any steps necessary in its judgment, including deleting the Subscriber Contribution or portions thereof, to avoid or remedy any violation of law, breach of the GMLS Policies or infringement of intellectual property right. Additionally, GMLS shall have the right to alter and/or remove metadata and copyright management information contained in the Subscriber Contribution.

6. **Conditions of service.** Subscriber must be affiliated with Individual Participant and Firm Participant at all times during the term of this Agreement. Subscriber may enter and retrieve active listing information on the GMLS Service only if Firm Participant offers compensation to and accepts compensation from other principal brokers.

Global Multiple Listing Service, Inc.

Subscriber Agreement

7. **Saved Information.** Saved Information may not always be available to Subscriber and may become available to unauthorized persons. GMLS is not liable for unauthorized access to or loss of Saved Information. Subscriber is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties.** GMLS reserves the right to distribute to third parties certain information about Subscriber, including Subscriber's name and business address, phone number and email address. GMLS reserves the right to distribute to third parties aggregated information about Subscriber's, Firm Participant's and Other Participants' and Subscribers' use of the GMLS Service, but not about Firm Participant's or Subscriber's use specifically.

9. **Disclosure to government.** Subscriber acknowledges that GMLS may provide government agencies access to the GMLS Service at any time in GMLS's sole discretion.

10. **Priority of agreements.** Subscriber's access to the GMLS Service is subject at all times to the limitations set out in the GMLS Policies and the Participant Agreement between GMLS and Firm Participant. In the event of an apparent conflict between those documents and this Agreement, Subscriber's obligations and rights shall be determined, in order of precedence, by the GMLS Policies, the Firm Participant Agreement between GMLS and Firm Participant, and by this Agreement.

11. **IDX and VOW data access subject to separate agreement.** Subscriber acknowledges that access to GMLS's IDX or VOW database and data feeds can occur only subject to a separate written agreement between GMLS and Subscriber, as applicable.

SUBSCRIBER'S OBLIGATIONS

12. **Use limited.** Subscriber shall use the GMLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate strictly as permitted by the GMLS Policies. Except as expressly provided in this Agreement and the GMLS Policies, Subscriber shall not copy, create derivative works of, distribute, perform, or display the GMLS Service or any part of it.

13. **Confidentiality.** Subscriber shall maintain the confidentiality of its user ID and password and the GMLS Database; Subscriber shall not provide its ID and password to any third party. To maintain the confidentiality of all user IDs, passwords, the GMLS Database, and the GMLS System, Subscriber shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the GMLS Policies. Subscriber may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, Subscriber first gives reasonable notice to GMLS to permit GMLS to seek a protective order.

14. **Equipment.** Subscriber shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the GMLS Software, necessary for Subscriber's use of the GMLS Service.

15. **Subscriber Contribution.** When making a Subscriber Contribution to the GMLS Service, Subscriber warrants that the information submitted complies with the GMLS Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Subscriber warrants that the Subscriber Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation, or proceeding pending or threatened with respect to the Subscriber Contribution.

INTELLECTUAL PROPERTY

16. **Assignment from Subscriber.** Depending on the election Firm Participant has made in Section 21 of the Participant Agreement between Firm Participant and GMLS, the following shall apply:

(a) If Firm Participant has selected Option I, Subscriber hereby unconditionally assigns to GMLS all right, title and interest in the Subscriber Contribution, including, without any limitation, any copyrights therein under U.S. and international copyright law. To the extent that Subscriber has also purported to assign its interests in the Subscriber Contribution to Firm Participant, the assignment in this paragraph is null and void. To the extent that Subscriber does not possess the rights to permit the foregoing assignment, Subscriber hereby grants to GMLS a non-exclusive, perpetual, world-wide, transferable, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution.

(b) If Firm Participant has selected Option II, Subscriber hereby grants to GMLS a non-exclusive, perpetual, world-wide, royalty-free license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Subscriber Contribution and those portions of the GMLS Database relating to Subscriber's listings.

17. **Warranty.** Subscriber warrants that it has the authority to make the assignment in Paragraph 16. Subscriber warrants that (a) the Subscriber Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Subscriber has the written consent of any party necessary to provide the Subscriber Contribution to Firm Participant or GMLS.

18. **Other terms.** Pursuant to the GMLS Policies, the SCC shall be a work made for hire by Subscriber for the benefit of GMLS, which shall be deemed the SCC's author for purposes of copyright law. If for any reason the SCC cannot be provided as a work made for hire, you agree to assign and hereby do assign to GMLS all right, title and interest in the SCC, including, without any limitation, any copyrights therein under United States and international copyright law. GMLS hereby grants Subscriber a license to use the GMLS Software and the GMLS Database during the term of this Agreement, subject to the permission of Firm Participant and according to the terms of the GMLS Policies. All other uses are prohibited.

FEES AND PAYMENT TERMS

19. **Applicable fees.** Subscriber shall pay the fees set forth in GMLS's official Schedule of Fees which GMLS may amend at any time subject to the terms of Paragraph 23.

20. **Payment terms.** Subscriber shall pay the fees according to the terms set out in the GMLS Policies.

Global Multiple Listing Service, Inc. Subscriber Agreement

21. **No refunds.** GMLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the GMLS Policies provide otherwise. Initiation fees, if any, are not refundable.

22. **Taxes.** All fees for the GMLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Subscriber shall pay all such taxes and levies other than any tax or levy on the net income of GMLS.

23. **Fee increases.** GMLS may amend the Schedule of Fees at any time at its sole discretion. GMLS shall provide written notice to Subscriber at least thirty days in advance of the effective date of any fee increase. If Subscriber objects to the increase, Subscriber may terminate this Agreement by written notice to GMLS at any time before the effective date of the increase.

24. **Fines.** GMLS may collect fines from Subscriber and from Firm Participant on Subscriber's behalf for violation of the GMLS Policies. Payment terms for fines are set out in the GMLS Policies. GMLS may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION

25. **Term.** This Agreement shall commence upon the date that you click "I Accept" and shall continue thereafter on a month-to-month basis until terminated.

26. **Termination for breach.** GMLS may terminate this Agreement with notice if Subscriber fails to comply with the terms of this Agreement or of the GMLS Policies.

27. **Termination of Participant.** In the event of any termination or suspension of Participant Agreement, upon GMLS notice to Subscriber, GMLS may in its sole discretion suspend Subscriber access to GMLS System or terminate Subscriber license and access agreements, including this Agreement. If GMLS does not exercise its right to suspend Subscriber access to the GMLS System or terminate this Agreement, this Agreement shall continue in full force, and the subparagraph of Section 16 of this Agreement in effect at the time of the termination or suspension of the Participant Agreement shall be binding on the parties to this Agreement for its duration.

28. **Termination for failure to pay.** In the event Subscriber fails to pay any fees required under this Agreement, GMLS may terminate service without being subject to arbitration. In its sole discretion, GMLS may suspend its performance under this Agreement rather than terminating it, in the event that Subscriber fails to pay any fees required under this Agreement.

29. **Termination for convenience.** Either party may terminate this Agreement upon 30 days' written notice to the other party. Subscriber may not terminate this Agreement so long as Subscriber remains affiliated with Individual Participant for which Firm Participant is responsible subject to a Participant Agreement with GMLS.

30. **Events upon termination.** Promptly upon any termination of this Agreement, (a) GMLS shall deactivate Subscriber's user ID and password, and Subscriber shall have no further access to the GMLS Service; (b) Subscriber shall purge all copies of the GMLS Software and the GMLS Database from Subscriber's personal computers; (c) all licenses granted hereunder shall immediately terminate, except the license to the Subscriber Contribution in Paragraph 16(b) and (d) Subscriber will not be permitted to be affiliated with Firm Participant or any other participant of GMLS unless a new subscriber agreement between Subscriber and GMLS is executed.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

31. **DISCLAIMER OF WARRANTIES.** GMLS PROVIDES THE GMLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE GMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE GMLS SERVICE ARE AT THE SOLE RISK OF SUBSCRIBER. THE GMLS AFFILIATES DO NOT WARRANT THAT THE GMLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE GMLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE GMLS SERVICE. THE GMLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE GMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE GMLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The GMLS Service may contain hyperlinks to web sites operated by parties other than GMLS; GMLS does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

32. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE GMLS AFFILIATES SHALL BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE GMLS SERVICE, INCLUDING RELIANCE BY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE GMLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE GMLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE GMLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

33. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL GMLS BE LIABLE TO SUBSCRIBER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM PARTICIPANT, INDIVIDUAL PARTICIPANT, OR SUBSCRIBER HAS PAID GMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

34. **Indemnification.** Subscriber shall defend, indemnify and hold the GMLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the GMLS Affiliates or Other Participants and Subscribers arising from any acts of Subscriber, including (a) putting inaccurate information into the GMLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the GMLS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

Global Multiple Listing Service, Inc. Subscriber Agreement

35. **Acknowledgment.** Subscriber acknowledges that GMLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES

36. **Injunctive relief.** Subscriber acknowledges and agrees that the GMLS Software and GMLS Database are confidential and proprietary products of GMLS and that in the event there is an unauthorized disclosure of them by Subscriber, no remedy at law will be adequate. Subscriber therefore agrees that in the event of such unauthorized disclosure of GMLS Software or GMLS Database, GMLS may obtain injunctive relief or other equitable remedies against Subscriber in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

37. **Dispute resolution.** In the event GMLS claims that Subscriber has violated the GMLS Policies, GMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the GMLS Policies, provided GMLS does not also base a claim that Subscriber has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 28, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Albany County, New York, except that it may be held by telephone where the Arbitration Rules expressly so permit. Subscriber agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Albany County, New York.

38. **Liquidated damages.** Subscriber acknowledges that damages suffered by GMLS from access to the GMLS Service by an unauthorized third party as a result of disclosure of Subscriber's password or an unauthorized disclosure by Subscriber of the GMLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to GMLS to enter into this Agreement with Subscriber, Subscriber agrees that (a) in the event that any disclosure of Subscriber's password results in access to the GMLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Subscriber shall be liable to GMLS for liquidated damages in the amount of \$5,000 (or the amount established in the GMLS Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Subscriber makes unauthorized disclosure of any portion of the GMLS Database to any third party, Subscriber shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the GMLS Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

39. **Legal fees.** In the event of legal action or arbitration between GMLS and Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration.

MISCELLANEOUS

40. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, GMLS and Subscriber, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

41. **Interpretation and amendment.** Subscriber expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). GMLS may amend this agreement by providing 30 days' advance notice of the amendment to Subscriber. If Subscriber continues to use the GMLS Service or GMLS Database after the expiration of the 30-day notice period, Subscriber will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

42. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Subscriber. Any purported assignment or delegation in contravention of this section is null and void.

43. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraph 31 through 35 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Subscriber's access to the GMLS Service shall immediately terminate.

44. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contacts made and performed in New York, without regard to its conflicts of law and choice of law provisions.

45. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Global Multiple Listing Service, Inc. Subscriber Agreement

Having read this Agreement, You assent to its terms by signing below:

As a Subscriber in the GLOBAL/Global MLS system you are required to have your own ID and Password to log on.

- To be in the MLS, you must either be a member of the Global MLS Shareholders or provide a letter of good standing to the MLS before an application will be processed.
- You agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of membership in the GLOBAL MLS.
- You have received and will review the GLOBAL MLS Bylaws and Rules and Regulations and agree to abide by the provisions set forth therein. *(You will receive this in an email once membership is accepted.)*
- You will pay dues annually. **All dues and fees are non-refundable.**

Once completed, please get the application back to GLOBAL MLS for your ID and PW to be generated.

Name: _____

Address: _____

Brokerage: _____

Brokerage Address or office MLS #: _____

Contact #: _____ Email: _____

NYS RE License #: _____ License Type: _____

Do you hold a Real Estate License elsewhere? _____ If so where? _____

Your Primary Board of REALTORS? _____ 2ndary? _____

I hereby certify that the 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.

By signing below, I consent that the GLOBAL MLS, may contact me at the specified address, telephone numbers, email address or other means of communication available, as well as to any changes in this information. 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.

Dated: _____ Subscriber Signature: _____

Date: _____ Broker Signature: _____