

**NAVARRE AREA BOARD OF REALTORS  
MLS SUBSCRIBER AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Navarre Area Board of Realtors (hereinafter referred to as "The Association"), and the undersigned, a licensed real estate broker or agent; or a licensed, certified or registered appraiser who is a member in good standing of an Association or Board of REALTORS<sup>®</sup>; (hereinafter referred to as "The Subscriber").

WHEREAS, The Association operates a Multiple Listing Service ("MLS") for the use of authorized Participants and Subscribers, and,

WHEREAS, The Subscriber wishes to utilize such services through a principal broker in a licensed real estate or appraisal company (hereinafter referred to as "The Participant").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Subscriber agrees to abide by The Association's Multiple Listing Service Rules, as they may be amended from time to time, including the fines and penalties for infractions of these rules.
2. The Association agrees to maintain Multiple Listing Service Rules in accordance with National Association of REALTORS<sup>®</sup> ("NAR") Handbook on Multiple Listing Policy and have these rules reviewed by NAR on a periodic basis as required by NAR Policy.
3. The Subscriber agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to passwords, confidential.
4. The Subscriber agrees to maintain any listing information her or she may provide to the MLS in a complete, accurate, and timely manner.
5. The Subscriber acknowledges that any copyright and ownership interest in property images taken by photographers through agreement with The Association shall belong to The Association.
6. The Subscriber agrees not to sell MLS data nor to recompile MLS data, derive products or analyses from the MLS data, nor distribute in written, printed or electronic form, proprietary or copyrighted information of The Association other than his or her Participant's own data, to any person, firm, corporation or entity, whether or not for compensation, without the express written consent of The Association and the property owner whose information is so disseminated, except for appraisal or comparative

market analysis (“CMA”) purposes or the marketing of properties or prospective purchasers or tenants.

7. The Subscriber acknowledges understanding that his or her Participant is fully responsible for The Subscriber in matters pertaining to the MLS.

8. The Subscriber acknowledges understanding that The Participant is fully responsible for any other persons contracted or employed by The Participant or The Subscriber, including but not limited to office assistants and clerical staff, and acknowledges that these persons do not have any independent rights within the MLS and may not take independent actions or make independent requests of The Association.

IN WITNESS THEREOF, the parties hereto have executed this Subscriber Agreement as of the date first written above.

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Subscriber Signature “Agent”

Date

By signing below, I acknowledge that I am The Participant (as defined above) of the office named below and that this Subscriber has my permission to use and meets the requirements for using the MLS.

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Participant Signature “Broker of Record”

Date

Subscriber Name: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Office Name: \_\_\_\_\_

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

Office Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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Association Representative Signature

Date