



## ONLINE SYSTEM AGREEMENT

### IN WITNESS WHEREOF, OF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

This Agreement is for access to the Online Computer System and it is made and entered into by and between The Contra Costa Association of REALTORS® Multiple Listing Service, Inc. (*referred to in the Agreement as "CCAR MLS"*) and the undersigned, a current MLS Designated Broker Participant (*referred to in this agreement as "Subscriber"*).

Subscriber may extend this Agreement to a current MLS licensed real estate salesperson (referred to in this agreement as "Salesperson"), affiliated with Subscriber, through his/her current MLS participation. This extension will be evidenced by Subscriber's and Salesperson's signatures on this Agreement.

#### 1. TERM

- A. All On Line System Agreements with the appropriate signatures and information will be processed within two (2) working days from receipt by CCAR MLS.
- B. Subscriber and CCAR MLS shall each have the option to cancel this agreement upon 15 days prior written notice to the other party.
- C. Subscriber must be a member in good standing with the CCAR MLS. In the event that Subscriber and/or Salesperson has not paid dues, fees, and charges associated with Participation Fees, MLS books, CMLS books, or any fees payable pursuant to this Agreement prior to delinquency, the CCAR MLS shall have the right to immediately terminate this Agreement in which event Subscriber's computer terminal shall be prohibited access to the information system. Upon regaining good standing status with the CCAR MLS, including payment of any delinquent sums, including reinstatement fees, this Agreement shall be reinstated.
- D. In the case of a transfer by Subscriber and/or Salesperson to another office, the transfer fee must be paid and a new On-Line System Agreement must be signed by the new Designated Broker Participant.

#### 2. ASSIGNMENT

Subscriber shall not assign, except as noted above in paragraph 2, its rights to access and use of the Online Computer Information System or any MLS copyrighted materials produced by said computer system without the prior written consent of CCAR MLS Board of Directors.

#### 3. CONFIDENTIALITY

Subscriber and/or Salesperson agree that all data and information relating to the Information System shall be for the sole use of Subscriber and/or Salesperson and shall not be provided to any other person or entity.

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The only exception to the above stated confidentiality rule is for the printout for client, referred to as "CLI" done by Subscriber of Salesperson, for client information purposes.

The Subscriber and/or Salesperson shall not divulge, give out assign, or otherwise transfer their MLS password or log on codes to any other parties, including, but not limited to licensed or non-licensed individuals or other MLS Participants. **THIS AGREEMENT IS SUBJECT TO ALL MLS RULES AND REGULATIONS.** Divulging the log on codes and/or password to any other party may also be a criminal offense under California Penal Code Sections 502(c), (3) and (7).

#### 4. **MAINTENANCE**

Subscriber understands and agrees that maintenance and repairs of terminal(s) or personal computer(s) is the responsibility of the Subscriber.

#### 5. **LIABILITY**

CCAR MLS shall not be liable for any failure to perform under this agreement or for any default, loss, or damage suffered by Subscriber or Salesperson due to any occurrence, including, without limitation, fire, flood, material or labor shortages, breakdown or malfunction of the Information System, or inaccuracy of data of information contained in the Information System. Subscriber and Salesperson agree to hold harmless and indemnify CCAR MLS from any liability to third parties for inaccuracy of data or information contained in the Information System unless such inaccuracy was caused by the intentional or willful misconduct on the part of CCAR MLS.

#### 6. **DESIGNATED REALTORS®**

Each firm shall designate in writing one REALTOR® member who shall be responsible for the conduct of individuals affiliated with the firm and accountable to the Association for all duties and obligations of Association membership. The "Designated REALTOR®" must be the sole proprietor, partner, corporate officer or an office manager acting on behalf of the firm's principal(s) and must have the authority to bind the firm in arbitration and must meet all the other qualifications for REALTOR® membership set forth in Section 3 of CCAR's Bylaws.

#### 7. **CHANGE IN DESIGNATED BROKER, CANCELLATION**

If there is a change in the Designated Broker who is a party to this agreement, such a change shall constitute a cancellation of this agreement and MLS shall have the right to discontinue MLS privileges at their option. The new Designated Broker shall become responsible for immediately signing a new Online System Agreement before continuation of MLS Services. New Designated Broker shall either sign said new Online System Agreement, or have the option of notifying CCAR MLS in writing of their willingness to assume and accept entire responsibility of the Online System Agreement(s) signed by the previous Designated Broker.

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