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2 **Capital Area Association of REALTORS® Multiple Information Service**

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4 **SUBSCRIPTION AGREEMENT**

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7 This Subscription Agreement (the “Agreement”) is made and entered into by and between
8 **CAPITAL AREA ASSOCIATION OF REALTORS®, (“CAAR”), MULTIPLE INFORMATION**
9 **SERVICE,** (the “MIS”), and _____, an individual real estate
10 agent, sales licensee, or non-principal broker affiliated with a Participant in the MIS, (the “Sales
11 Licensee”).
12

13 1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the
14 meanings set forth in Section 21 of this Agreement.
15

16 2. Grant of Subscriber Rights in Multiple Information Service.
17

18 a. Subject to the terms and conditions of this Agreement and the Rules and
19 Regulations, MIS agrees to make the MIS Database available for access by Sales Licensee, and Sales
20 Licensee shall have all rights and obligations of a subscriber in MIS’s multiple listing service as set forth
21 under the Rules and Regulations.
22

23 b. The MIS will issue to Subscriber one “agent ID” number and “token” (key fob)
24 that, along with a Subscriber generated “PIN”, will entitle Subscriber to use and access the System
25 through a System compatible computer using Subscriber’s own Internet connection. Simultaneous access
26 to the System using the same agent ID is prohibited. **THE PIN AND KEY FOB ARE PROVIDED**
27 **EXCLUSIVELY FOR THE SOLE USE OF SUBSCRIBER AND MAY NOT BE SHARED WITH OR**
28 **USED BY ANY OTHER PERSON.** Failure to comply with this provision will result in a significant fine
29 and possible loss of MIS System access as set forth in the MIS Policies.
30

31 (i) The Subscriber agrees to prohibit access to the System by those not authorized to
32 use the System, and agrees to keep confidential any security features, including
33 but not limited to the PIN.
34

35 (ii) The Subscriber agrees not to sell, publish, reformat, recompile nor resell MIS
36 Data, derive products or analyses from the MIS Data, nor distribute in written,
37 printed or electronic form proprietary or copyrighted information of the MIS or
38 the CAAR other than that of his/her Participant’s own data, to any person, firm,
39 corporation or entity, whether or not for compensation, without the express
40 written consent of the CAAR and the property owner whose information is so
41 disseminated, except for appraisal or comparative market analysis (“CMA”)
42 purposes or the marketing of properties or prospective purchasers or tenants.
43

44 3. License to IDX Listings. Upon the receipt of a written request from Broker, in a form
45 acceptable to MIS, and so long as Broker, Sales Licensee, and/or an applicable Vendor are not in default
46 under this Agreement, the Rules and Regulations or any agreement with MIS, MIS will grant to Sales
47 Licensee or the applicable Vendor a license to the IDX Listings. The license will only be granted
48 pursuant to a License Agreement. MIS has no obligation to grant a license to Sales Licensee or any
49 Vendor which does not enter into a License Agreement. In addition to any applicable license fee payable
50 by Sales Licensee and/or the Vendor, Sales Licensee shall pay to MIS all costs and expenses incurred by
51 MIS in connection with any licenses and any services provided by MIS in connection with such licenses.
52

1 4. Intellectual Property Ownership.

2
3 a. Sales Licensee acknowledges and agrees that the MIS Database, and all copies,
4 modifications, enhancements, and derivative works of the MIS Database, are the property of MIS, and all
5 right, title, and interest in and to the MIS Database, together with all copies, modifications, enhancements,
6 and derivative works, including all copyright and other intellectual property rights are and shall remain
7 with MIS. Sales Licensee hereby irrevocably assigns to MIS any and all rights which it may have or
8 acquire in and to the MIS Database.
9

10 b. Sales Licensee acknowledges and agrees that the Listing Content, and all copies,
11 modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential,
12 original works of authorship of MIS, or have been assigned or licensed to MIS, and are protected under
13 United States copyright, trademark, and trade secret laws of general applicability. Sales Licensee
14 acknowledges and agrees that all right, title, and interest in and to the Listing Content, together with all
15 copies, modifications, enhancements, and derivative works, including all copyright and other intellectual
16 property rights are and shall remain with MIS or its licensors. Sales Licensee hereby irrevocably assigns
17 to MIS any and all rights not assigned to Broker which it may have or acquire in and to the Listing
18 Content. Nothing in this Agreement or the Rules and Regulations shall be deemed to convey to Sales
19 Licensee an interest in or to the MIS Database or Listing Content, but only a limited right of access and
20 use, revocable in accordance with the terms of this Agreement.
21

22 c. Sales Licensee agrees not to challenge MIS's rights in and to the Listing Content
23 or the MIS Database or to take any action inconsistent with the provisions of this Section 4 of this
24 Agreement. Sales Licensee agrees to take all action and execute and deliver to MIS all documents
25 requested by MIS in connection with the copyright application and registration of the Listing Content and
26 the MIS Database.
27

28 d. Without limiting the generality of this Section 4.d, Sales Licensee acknowledges
29 and agrees that MIS may license, or otherwise grant rights in or to the MIS Database or any or all of the
30 Listings included in the MIS Database, including any and all Listing Content, to any third party for any
31 lawful purpose reasonably deemed appropriate by MIS, unless otherwise limited by a separate agreement
32 between MIS and the applicable broker/brokerage firm or by the Rules and Regulations.
33

34 5. Fees and Payment Terms. The MIS Participant Access Agreement between the MIS and
35 Participant establishes the fees and payment terms applicable to this Agreement. If the MIS decides to
36 bill Subscriber directly for services, then Subscriber must provide a credit card authorization, a bank debit
37 authorization or other acceptable form of electronic payment, at the MIS option, to enable the MIS to
38 process payments automatically.
39

40 6. No Assignment by Sales Licensee. Sales Licensee agrees that this Agreement is personal
41 to Sales Licensee, and Sales Licensee may not assign or transfer this Agreement, including any license
42 granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any
43 third party. Any attempt to assign, transfer, or delegate any of Sales Licensee's rights, duties, or
44 obligations under this Agreement shall be void.
45

46 7. Interruptions in Service. Sales Licensee acknowledges that access to the MIS Database
47 may from time-to-time be unavailable to Sales Licensee, whether because of technical failures or
48 interruptions, intentional downtime for service or changes to MIS's website, or otherwise. Sales Licensee
49 agrees that any modification of MIS's website, and any interruption or unavailability of access to the MIS
50 Database shall not constitute a default of any obligations of MIS under this Agreement, and MIS shall
51 have no liability of any nature to Sales Licensee for any such modifications, interruptions, unavailability,
52 or failure of access.
53

1 8. Copies and Derivative Works. Except as otherwise expressly provided in this Agreement
2 or the Rules and Regulations, Sales Licensee may not do any of the following, either directly or
3 indirectly, including assist any other person to do, or otherwise contribute in any way to any of the
4 following:

5
6 a. Make any copies of the MIS Database, or any portion of the MIS Database,
7 including any specific Listing Content included in the MIS Database;

8
9 b. Create any derivative works, enhancements, or other modifications of the MIS
10 Database, or any portion of the MIS Database, including any Listing Content included in the MIS
11 Database;

12
13 c. Download, distribute, export, or transmit the MIS Database, or any portion of the
14 MIS Database, including any Listing Content included in the MIS Database, to any computer or other
15 electronic device, or otherwise transmit electronically, or otherwise, the MIS Database, or any portion of
16 the MIS Database, including any Listing Content included in the MIS Database; or

17
18 d. Publicly display the MIS Database, or any portion of the MIS Database,
19 including any Listing Content included in the MIS Database.

20
21 9. Representations and Warranties Regarding Listings. Sales Licensee represents and
22 warrants with respect to each Broker's Listing or change to a Broker's Listing submitted by Sales
23 Licensee to Broker, the following:

24
25 a. Sales Licensee has assigned in writing all of Sales Licensee's rights, title and
26 interest, including all copyright rights and other intellectual property rights, in and to the Listing Content
27 to Broker.

28
29
30 b. The Broker's Listing complies in all respects with the Rules and Regulations.

31
32 c. To the best of Sales Licensee's knowledge and after reasonable due diligence to
33 verify the accuracy of all information in the Broker's Listing, all information included in the Broker's
34 Listing is accurate and not misleading.

35
36 d. The Listing Content for each Broker's Listing is an original work of authorship
37 of the Broker, or has been assigned to Broker pursuant to an enforceable assignment. Except for Broker,
38 no other person or entity, including Sales Licensee, has any rights of any nature in or to any of the Listing
39 Content for any Broker's Listing.

40
41 e. There is no claim, litigation or proceeding pending or threatened with respect to
42 the Listing Content for any Broker's Listing.

43
44 10. Submission of Listings. As a material condition to accessing the MIS Database, Sales
45 Licensee agrees to submit to MIS on behalf of Broker, all Listings for properties listed for sale by Sales
46 Licensee, in accordance with, and except as otherwise provided in, the Rules and Regulations. MIS may
47 refuse to accept or include in, and may remove from, the MIS Database, any Listing, or any Listing
48 Content, or may require Sales Licensee, on behalf of Broker, to direct MIS to modify any Listing Content,
49 as provided under the Rules and Regulations or if MIS determines, in its sole discretion, that any such
50 Listing Content may violate or infringe upon the rights of a third party. Notwithstanding the foregoing
51 sentence, except as provided in the Rules and Regulations, Sales Licensee acknowledges that MIS has no
52 obligation to remove or modify any Listing or Listing Content. MIS grants to Sales Licensee a limited,
53 non-exclusive, personal license to input Listing Content in the MIS Database, and modify such Listing

1 Content, only on behalf of Broker and strictly in accordance with the terms and conditions of this
2 Agreement and the Rules and Regulations. Sales Licensee acknowledges and agrees that any Listing or
3 Listing Content, or any prospective Listing or Listing Content, submitted to MIS may be accessible by
4 other users of MIS's multiple listing service, and MIS shall have no liability to Sales Licensee for
5 providing such other users' access to any Listing or Listing Content, or any prospective Listing or Listing
6 Content.

7
8 11. Confidential Information. Any information provided by MIS to any Sales Licensee,
9 including without limitation, any password to the MIS Database, any printouts of the MIS Database as
10 provided under this Agreement, and all Listing Content, including personal information of a Seller
11 (collectively "Confidential Information") shall be maintained by Sales Licensee as confidential and
12 available exclusively for use by the Sales Licensee as provided in this Agreement. Sales Licensee shall
13 not disclose any Confidential Information to anyone, except as ordered by a court of competent
14 jurisdiction or as otherwise required by law. Sales Licensee shall not disclose any Confidential
15 Information pursuant to a court order or as required by law until Sales Licensee has given MIS ten (10)
16 days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing,
17 Sales Licensee may disclose Listing Content for individual Listings strictly in accordance with this
18 Agreement and the Rules and Regulations.

19
20
21 12. Additional Representations and Warranties of Sales Licensee. Sales Licensee represents
22 and warrants the following to MIS: (a) Sales Licensee is a real estate Sales Licensee licensed and in good
23 standing; (b) Sales Licensee is a member of a Board in good standing; (c) Broker has consented to Sales
24 Licensee entering into this Agreement; (d) this Agreement, when executed by Sales Licensee, will be
25 valid, binding and enforceable with respect to Sales Licensee in accordance with its terms; (e) the
26 provisions of the services provided under this Agreement and the fulfillment of Sales Licensee's
27 obligations as contemplated under this Agreement are proper and lawful; (f) Sales Licensee is not and
28 shall not be under any disability, restriction or prohibition related to the execution of this Agreement and
29 the performance of its obligations under this Agreement.

30
31 13. Compliance with Governing Rules and Agreements.

32
33 a. By entering into this Agreement, Sales Licensee represents and warrants to MIS
34 that he or she has read and understands, and shall be bound by and at all times fully comply with and
35 perform all of Sales Licensee's obligations under this Agreement, the Rule and Regulations, as may be
36 amended from time to time by MIS, the applicable Board Rules and Regulations, and the Code of Ethics
37 and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®. In addition to all other
38 rights and remedies available to MIS under this Agreement and the Rules and Regulations, Sales Licensee
39 acknowledges that MIS may levy fines against Sales Licensee for noncompliance with the Rules and
40 Regulations as provided in the Rules and Regulations. A copy of the then-current version of the Rules and
41 Regulations is available upon request.

42
43 b. To the extent there is any conflict between this Agreement, an applicable
44 Participation Agreement, and the Rules and Regulations, the Rules and Regulations shall govern. As
45 between this Agreement and any applicable Participation Agreement, this Agreement shall govern.

46
47 14. No Warranty. THE SERVICES PROVIDED AND LICENSE GRANTED TO SALES
48 LICENSEE UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY
49 WARRANTY OF ANY NATURE. MIS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES,
50 WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED
51 WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
52 SPECIFICALLY, BUT WITHOUT LIMITATION, MIS DISCLAIMS ANY WARRANTY WITH
53 RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

1
2 15. Limitation of Liability. MIS'S ENTIRE AND CUMULATIVE LIABILITY TO SALES
3 LICENSEE, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY
4 CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT,
5 THE MIS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO
6 THE FEES PAID BY SALES LICENSEE TO MIS DURING THE TWELVE (12) MONTHS PRIOR TO
7 THE DATE ON WHICH THE CLAIM ARISES. WITHOUT WAIVER OF THE FOREGOING
8 LIMITATION, IN NO EVENT SHALL MIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,
9 CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MIS
10 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11

12 16. Injunction. MIS and Sales Licensee agree that a breach or violation of Sections 8, 11, and
13 17.e of this Agreement will result in immediate and irreparable injury and harm to MIS. In such event,
14 MIS shall have, in addition to any and all remedies of law and other consequences under this Agreement,
15 the right to an injunction, specific performance or other equitable relief to prevent the violation of the
16 obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies
17 which MIS may have, including, without limitation, the right to seek monetary damages.
18

19 17. Term and Termination.
20

21 a. The term of this Agreement shall commence as soon as Subscriber has executed
22 and returned this Agreement to the MIS and Subscriber has paid all fees that are due and the MIS has
23 accepted this Agreement. This Agreement shall continue in full force and effect until such time as
24 Subscriber is no longer eligible to receive the Services provided under this Agreement, or until such time
25 as membership or access has been terminated in accordance with the MIS Policies. Subscriber
26 acknowledges that he/she may not terminate this Agreement so long as he/she remains affiliated with a
27 broker/appraiser manager that is subject to a Participant Access Agreement with the MIS. Subscriber
28 understands that, upon the termination of this Agreement, his/her agent ID, PIN and token will no longer
29 be valid and he/she will not be able to access or use the System and will not be eligible to receive any
30 other Services or products under this Agreement. Upon the termination of this Agreement Subscriber
31 shall purge all copies of the MIS Software and the MIS Database from Subscribers personal computers,
32 handheld computers, websites and any other such media; and all licenses granted hereunder shall
33 immediately terminate.
34

35 b. This Agreement shall automatically terminate upon termination of the
36 Participation Agreement; except that if Broker, and not Brokerage Firm, entered into the terminated
37 Participation Agreement, this Agreement shall continue in effect provided that another Broker or his/her
38 Brokerage Firm enters into a Participation Agreement within thirty (30) days after termination of the
39 terminated Participation Agreement. If another Participation Agreement is not entered into within such
40 thirty (30) day period, this Agreement shall automatically terminate upon expiration of such thirty (30)
41 day period.
42

43 c. This Agreement may also terminate as provided under Section 20.d of this
44 Agreement.
45

46 d. In addition to all other rights and remedies available to MIS under this
47 Agreement, if Sales Licensee fails to pay any Fees when due, or otherwise defaults under this Agreement,
48 MIS may, in its sole discretion, temporarily suspend the license granted to Sales Licensee to access the
49 MIS Database until all outstanding Fees have been paid in full or the default has been cured.
50

51 e. Upon termination of this Agreement, Sales Licensee agrees to immediately
52 destroy any printouts of the MIS Database or Listing Content, and any copies of the MIS Database and
53 Listing Content in Sales Licensee's possession or under Sales Licensee's control. Upon termination of

1 this Agreement, all licenses granted and all services provided to Sales Licensee under this Agreement
2 shall terminate. No pre-paid Fees will be refunded to Sales Licensee for any termination of this
3 Agreement.
4

5 18. Indemnification. Sales Licensee agrees to indemnify and hold harmless MIS, and its
6 officers, directors, employees, shareholders from and against any and all claims, demands, liabilities, and
7 actions, including the payment of all legal expenses, including reasonable attorney's fees and costs,
8 arising out of or connected with any Listing Agreement, this Agreement, submission to MIS of any
9 Listing or Listing Content and the inclusion of any Listing or Listing Content by Sales Licensee in the
10 MIS Database, including, without limitation, any claim that the access to, display of, and/or use of any
11 Listing Content infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or
12 any other intellectual property right of any person or entity anywhere in the world, including any claims
13 by Sellers. MIS shall have the right to control its own defense and engage legal counsel acceptable to
14 MIS.
15

16 19. Proprietary and Other Notices. Sales Licensee agrees that it will not alter or remove any
17 trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with,
18 the MIS Database or any printouts of the MIS Database allowed under this Agreement.
19

20 20. General.
21

22 a. Notices. All notices, demands, or consents required or permitted under this
23 Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail,
24 return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and
25 maintains a copy of a certified mail receipt and a copy is mailed within (1) business day after notice is
26 delivered by e-mail, to the appropriate party at the following addresses:
27

28 If to Sales Licensee:	At the street address or e-mail maintained by MIS for 29 Sales Licensee. PARTICIPANT AGREES TO MAINTAIN ON 30 FILE WITH MIS, AT ALL TIMES, A VALID, WORKING 31 E-MAIL ADDRESS. FAILURE TO DO SO WILL NEGATE 32 PARTICIPANT'S ABILITY TO GENERATE A TEMPORARY 33 EMERGENCY PASSWORD TO ACCESS THE MIS DATABASE. 34
35 If to MIS:	Capital Area Association of Realtors® 36 Multiple Information Service 37 Attn: MIS Administrator 38 3149 Robbins Road 39 Springfield, IL 62704 40

41 The foregoing addresses may be changed from time-to-time by delivering notice of such change,
42 referencing this Agreement, to the parties to this Agreement.
43

44 b. Governing Law; Submission to Jurisdiction. This Agreement shall be governed
45 by and construed in accordance with the laws of the State of Illinois. Sales Licensee acknowledges that
46 by using the services provided under this Agreement, Sales Licensee has transacted business in the State
47 of Illinois. By transacting business in the State of Illinois by agreement, Sales Licensee voluntarily
48 submits and consents to, and waives any defense to the jurisdiction of courts located in Sangamon
49 County, Illinois, as to all matters relating to or arising from this Agreement.
50

51 c. Costs of Litigation. If any action is brought by either party to this Agreement
52 against the other party regarding the subject matter of this Agreement, the prevailing party shall be

1 entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses
2 of litigation.

3
4 d. Severability. Any provision of this Agreement which is determined by a court of
5 competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make
6 unenforceable any other provision of this Agreement; except that if any provision of Sections 8, 15, or 16
7 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement,
8 is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without
9 notice.

10
11 e. No Waiver. The waiver by either party of, or the failure of either party to take
12 action with respect to, any breach of any term, covenant or condition contained in this Agreement shall
13 not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or
14 any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any
15 payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding
16 breach of the party making payment with respect to any term, covenant or condition contained in this
17 Agreement.

18
19 f. Entire Agreement; Modifications Only in Writing. This Agreement, together
20 with the Rules and Regulations and any applicable License Agreement, (i) constitutes the entire
21 agreement between MIS and Sales Licensee concerning the MIS Database, Listing Content, and all other
22 subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation,
23 agreement, or understanding between the parties, and (iii) may not be amended except in writing signed
24 by MIS and Sales Licensee.

25
26 g. No Third Party Beneficiaries. This Agreement is for the sole and exclusive
27 benefit of MIS and Sales Licensee and is not intended to benefit any third party, including any Seller or
28 Sales Licensee. No third party may claim any right or benefit under or seek to enforce any of the terms
29 and conditions of this Agreement.

30
31 h. Survival. The provisions of Sections 4, 5, 7, 11, 14, 15, 16, 17.e, 18, and 20 of
32 this Agreement shall survive the termination of this Agreement.

33
34 21. Definitions. The following terms shall have the following meanings in this Agreement:

35
36 a. Broker means the principal real estate broker/broker in charge who is a Realtor®
37 in good standing and who, at any time during the term of this Agreement, engages Sales Licensee as an
38 agent/sales licensee of broker, either as an employee or independent contractor.

39
40 b. Brokerage Firm means the real estate brokerage firm affiliated with Broker.

41
42 c. Broker Listings means only the Listings of Broker.

43
44 d. Board means a Board of REALTORS® or association of REALTORS®
45 established and operated in accordance with the applicable rules and regulations of the NATIONAL
46 ASSOCIATION OF REALTORS®.

47
48 e. Board Rules and Regulations means the rules and regulations, as amended, of the
49 Board of which a Sales Licensee is a member.

50
51 f. Exempted Listing means a Listing which the respective Seller refuses to have
52 disseminated by MIS pursuant to a written certification, or any other Listing which is not required to be
53 filed with MIS as provided under the Rules and Regulations.

1
2 g. IDX Listings means all of the listings identified or defined as IDX listings in the
3 Rules and Regulations.
4

5 h. License Agreement means a license agreement entered into between MIS and
6 Sales Licensee or MIS and a third party at the request of Subscriber.
7

8 i. Listing mean a real estate listing of a participant in MIS's multiple listing service.
9

10 j. Listing Agreement means an enforceable, written, and fully executed agreement
11 between Broker and a Seller whereby, among other things, Broker agrees to provide real estate sales
12 services to Seller, and Seller agrees to pay compensation for services provided, including compensation to
13 a cooperating Broker, if applicable, all in accordance with applicable law.
14

15 k. Listing Content means all content, including without limitation, all photographs,
16 images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and
17 pricing information submitted by Broker to MIS with respect to all Broker's Listings except Exempted
18 Listings. .
19

20 l. MIS Database means the compilation of Listings, including information for sold
21 properties, known as the MIS Database, as modified from time-to-time by MIS, and which, as of the date
22 of this Agreement, is available to Subscribers at www.caaronline-mis.com .
23

24 m. Participation Agreement means a participation agreement, in a form acceptable to
25 MIS in its sole discretion, entered into between MIS and Broker or Brokerage Firm (the "Participant"),
26 which grants participation rights in MIS's multiple listing service to Broker or Brokerage Firm.
27

28 n. Seller means the seller(s) or lessor(s) of a property which is the subject of a
29 Listing at issue under this Agreement.
30

31 o. Vendor means any person or entity which has entered into a License Agreement
32 for display of real estate listings for Sales Licensee.
33

34 Dated effective _____, 200__.

35
36 Subscriber E-mail address: _____ Token Serial #: _____
37

38 **CAPITAL AREA ASSOCIATION OF REALTORS®,**
39 **MULTIPLE INFORMATION SERVICE, "MIS"**
40

41 By: _____
42 Authorized Representative
43

44 _____, "Sales Licensee"
45 Signature
46

47 _____
48 Print Name
49