



**3<sup>rd</sup> PARTY SUBSCRIBER PERSONAL AND COMPANY INFORMATION**  
**Please print all information clearly**

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Name of Subscriber Association Assigned ID

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Email Address Telephone Number

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Home Address & Postal Code

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Company Name

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Name of Company Principal

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Company Address Phone Number & Fax Number

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Company Email Address

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**Password**

Minimum 8, Maximum of 10 Characters. Password **MUST** contain at least **1 numbers & 6 letters** : \_\_\_\_\_

**3<sup>RD</sup> PARTY SUBSCRIBER AGREEMENT**

**THIS AGREEMENT** dated: \_\_\_\_\_

**BETWEEN**

**Niagara Association of REALTORS® hereinafter called "the Association"**

**AND**

\_\_\_\_\_  
Name of Subscriber

Appraisal Institute of Canada membership#

\_\_\_\_\_  
Name of Sponsor if you are a Candidate member

\_\_\_\_\_  
Company Name, Address & Phone Number

\_\_\_\_\_  
Name of Company Principal OR Broker of Record (if subscriber is working for a Real Estate Office)

WHEREAS the Association is willing to entertain an application giving access to the Association's MLS® system, hereinafter referred to as "the System" by any Fee Appraiser of the Appraisal Institute of Canada - Ontario or by any other person who in the sole opinion of the Association is qualified, who enters into the within form of Agreement in order to obtain MLS® information through its On Line Retrieval Service in order to provide appraisal services.

AND WHEREAS the Subscriber is a Fee Appraiser of the Appraisal Institute of Canada - Ontario or has been approved by the Association as qualified, and desires to obtain access to the System.

AND WHEREAS the Subscriber is not registered to trade in real estate should the Subscriber become registered to trade in real estate during the currency of this Agreement, this Agreement shall become null and void.

NOW THEREFORE IN CONSIDERATION of the premises and the terms and conditions contained herein, the Association and Subscriber agree as follows:-

1. Agreement and Commencement

The Association hereby agrees to provide the Subscriber with access to the Association's MLS® system to retrieve MLS® information and the Subscriber hereby agrees to accept the set out in this agreement. This Agreement shall commence on the date of execution of this Agreement and shall continue until terminated by either party in accordance with the provisions of this Agreement.

2. Availability of The System

The Subscriber will have access to the Association MLS® System at all times except for time required for normal and adequate maintenance of hardware and software. No access is available to GeoWarehouse, REALTOR Link™ or Project Connect.

3. Charges

The Subscriber shall pay a Fee of \$475.00 + HST per quarter, payable in advance, for ONE access code to the System, to be used solely by the Subscriber. The Subscriber shall also pay the following one time fees: Entrance Fee - Company \$3,000.00; Subscriber - \$1,000.00; and \$20.00 Clarity Security fee. All fees are subject to HST. Each Subscriber requiring a personal assistant or office administrator code, will be required to pay a one-time Clarity Security fee of \$20.00 + HST, plus the quarterly fee of \$43.50 + HST for each assistant/admin code. The Board of Directors may amend the fees from time to time with a thirty (30) day notice period. All fees are due upon application.

The Association reserves the right to suspend service or terminate the Agreement if the Subscriber's account with the Association is in arrears.

4. Ongoing Maintenance

The Association shall use its best efforts to correct all errors and inconsistencies in the System which come to its attention from any source.

5. Office Administrators/Personal Assistants

The Subscriber may request an access code for his/her Office Administrator provided that he/she is the Principal of the Appraisal Company. All other Subscribers who are not the Principal, may request an access code for his/her personal assistant. All fees for Office Admins/Personal Assistants are applicable as described in section 3 above.

6. Responsibilities of the Subscriber

The Subscriber shall be responsible for the following:-

- Ensuring that the Subscriber is the only person to access to the System and shall not divulge his/her access code to anyone;
- Monitoring the access and usage of the System by the personal assistant/admin is the sole responsibility of the Subscriber;
- Notifying the Association immediately upon the termination of employment of his/her Office Admin/Personal Assistant;
- Establishing and maintaining security procedures acceptable to the Association to prevent unauthorized access to the System;
- Informing the Association should the Subscriber or his/her Office Admin/Personal Assistant become registered to trade in real estate;
- Settling accounts with the Association;
- Comply with the Association's approved Rules & Regulations governing the use of the MLS® System where applicable.

7. Warranty Disclaimer

The Association expressly disclaims any and all warranties with respect to the System and the information derived therefrom or otherwise arising out of this Agreement.

8. Error Correction

The Subscriber will notify the Association in writing of any claimed errors in the System within fifteen (15) days of the Subscriber receiving such errors through accessing the System and shall furnish the Association documentary evidence of any such claimed errors. Where in the opinion of the Association correction is necessary the Association will endeavour to correct any such errors but shall not be obligated to do so and shall in no case be liable to the Subscriber or any other recipient of the System information for any loss or damage resulting from errors, whether reported or not.

9. Limit of Liability and Indemnity

The Association shall not be responsible for any direct, indirect, special or consequential damages or any other obligations or liability arising out of or in any way connected with this Agreement or the use by the Subscriber of the System. The Subscriber shall indemnify and save the Association harmless from and against any and all claims, demands, actions, liabilities and damages, direct or indirect arising as a result of or in connection with the use of the System by the Subscriber or any person, firm or corporation to whom the Subscriber provides information which it derives from the System.

10. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Neither party shall assign this Agreement without first obtaining the written consent of the other party.

11. Title and Copyright

By use of the System, the Subscriber shall acquire no interest therein or title thereto or any portion thereof or in any information or materials derived therefrom. The Subscriber acknowledges that title to and all property rights in the System are vested in the Association. The Subscriber shall comply with and observe and be bound by all restrictions, copyright notice or other limitations on access to the System and use of the System information provided for herein or of which the Subscriber has been notified in writing and which are in effect from time to time.

12. Termination by Subscriber

This Agreement may be terminated by the Subscriber by giving notice of such termination, in writing, to the Association prior to the start of a new quarter. (January 1, April 1, July 1 and October 1) No refunds will be given to a Subscriber who terminates this Agreement before the end of the quarter in which fees were paid.

13. Termination by Association

This Agreement may be terminated by the Association at any time should the Subscriber's access to the System in the sole opinion of the Directors of the Association

interfere in any manner with the operation of the Association or any member of the Association. In addition, this Agreement shall automatically terminate if the Subscriber shall at any time be in violation of any of the terms and conditions of this Agreement or if the Subscriber ceases in the opinion of the Association to be qualified or in the event that his privileges as a member of the Appraisal Institute of Canada – Ontario shall have been suspended. In addition this Agreement may be terminated by the Association upon giving the Subscriber one clear calendar months' notice in writing of such termination or if the account with the Association remains unpaid.

14. Use of Information

(a) The Subscriber shall not change, alter or modify in any way whatsoever any information derived by him from the system and any such information will be used only for the purpose of his appraisals. Under no circumstances may the Subscriber store or retain any such information by any means either to establish a permanent file of MLS® or statistical information or for any other use or purpose whatsoever.

(b) The Subscriber shall use the information solely for the purpose of providing background and comparable information for preparing an appraisal report in connection with the purchase, sale, lease, ownership, financing and refinancing of real property and for other similar uses.

15. Entire Agreement

This Agreement contains the entire Agreement between the Association and the Subscriber with respect to the subject matter thereof as to its date and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter.

16. Title

The parties agree that the titles in this Agreement form no part of this Agreement and shall be deemed to have been inserted for the convenience of reference only.

**SIGNED, SEALED & DELIVERED**

**NIAGARA ASSOCIATION OF REALTORS®**

In the presence of

\_\_\_\_\_  
**Witness**

**PER** \_\_\_\_\_  
Carolyn Bones-Poley, Chief Executive Officer

**PER** \_\_\_\_\_  
MLS® and Membership Specialist

**SUBSCRIBER**

**PER** \_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
**Witness**

**PER** \_\_\_\_\_  
Signature of Company Principal or Broker of Record

Entrance Fee	\$ 1,000.00	
Quarterly Fees	\$	**** Prorated monthly
Clareity Fee	\$ 20.00	
HST (#R108010935)	\$	
<b>Total</b>	\$	

**All Fees Are Due And Payable Upon Application.**

Visa/Mastercard/Cheque/Debit

Card# \_\_\_\_\_ Expiry \_\_\_\_\_ / \_\_\_\_\_ CVC: \_\_\_\_\_

Signature \_\_\_\_\_