



Site License Agreement

11/2019

- 1) Print and read the following Multiple Listing Service Site License Agreement; and
- 2) For information regarding Maine Listings' multiple office Site License Policy Statement refer to the Maine Listings Rules and Regulations and read Addendum I; and
- 3) If you are uncertain if an additional office needs a Site License see the Site License Requirements; and
- 4) If you still have questions call Maine Listings at (800) 779-4938 or 780-1366 (local to Portland).
- 5) Complete ALL information including selecting your service type on Exhibit A, and
- 6) SPECIAL NOTE: Site License Agreement processing for real estate companies does not begin until Maine Listings has been provided with a copy (scan, fax or mail) of the applicant's:
 - a. "Licensee Report" printed from the Maine Department of Professional & Financial Regulation's website at: <http://pfr.informe.org/ALMSOnline/ALMSQuery/SearchIndividual.aspx>. The "Licensee Detail" must clearly show that the applicant is actively licensed or certified.
 - b. If incorporated: "Information Summary" printed from the Maine Department of the Secretary of State's website at: http://www.informe.org/icrs/ICRS;jsessionid=aaaQer7J9Br_Fm9HAys_b?MainPage=x
- 7) Return the entire site license and initiation fee by mail to: Maine Listings, 92 Darling Avenue, South Portland, ME 04106; or fax the agreement and call Maine Listings to pay the initiation fee electronically.

Together with one of the following: (Note: Maine Listings only needs the names of the owners. You do not have to transmit any sensitive financial information.)

 - a) If a corporation or limited liability company: a copy of the documentation filed with the secretary of state, or
 - b) If a partnership: a copy of your partnership agreement, or
 - c) If a sole proprietorship using a d/b/a: a copy of the Maine Real Estate Brokerage license.
- 8) Review the Site License Agreement with each new Authorized User.

AFTER PROCESSING IS COMPLETED A COPY OF THE EXECUTED SITE LICENSE WILL BE EMAILED TO YOU.

MULTIPLE LISTING SERVICE SITE LICENSE AGREEMENT

THIS AGREEMENT (hereafter Agreement) is made and entered into by and among the Maine Real Estate Information System, Inc. d/b/a Maine Listings (hereafter "Maine Listings"), a Maine business corporation, and the following party (the "Participant"):

I certify that I (print your full legal name) _____ am the (place a check mark in the appropriate form of ownership and your relationship from the pick lists below)

Sole Proprietor

- I am that Individual, or
- any *person authorized by that Individual, or
- if a real estate licensee any person listed on the Maine Department of Professional & Financial Regulation as the "Responsible Person"

Partnership

- I am a General Partner (GP), or
- *Person Authorized by A GP, or
- if a real estate licensee any person listed on the Maine Department of Professional & Financial Regulation as the "Responsible Person"

Corporation

- I am the President, or
- any *person authorized by the entity, or
- if a real estate licensee any person listed on the Maine Department of Professional & Financial Regulation as the "Responsible Person"

Limited Liability Company (LLC)

- I am the President, or
- Manager (Corporate Manager), or
- any *person authorized by the entity, or
- if a real estate licensee any person listed on the Maine Department of Professional & Financial Regulation as the "Responsible Person"

* Requires letter of authorization

And I have the legal authority to register the Participant's Site below on behalf of Participant _____, (print full Legal name of firm exactly as it appears on its Maine Real Estate License) with the following State License Number _____, as such Participant's Authorized Representative.

Real Estate Licensees Note: For real estate licensees the firm is always the Participant.

The Participant has a (select all that apply)

Maine Real Estate Broker License

As the **Authorized Representative** of the above **Participant** I personally have a (select all that apply)

Maine Real Estate Broker License: License # _____

As the **Authorized Representative** of the above **Participant** I am a (select one)

REALTOR of (Name and State of Board)

REALTOR Affiliate of (Name and State of Board)

Non- REALTOR

Site Information

Site Address: _____ Mailing Address If Different from Site Address: _____

Street: _____ Street: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Participant's Email Address: _____

Authorized Representative's Email Address: _____

Phone: _____ Fax: _____

WHEREAS, Maine Listings and a third party software company (hereafter "Vendor"), have entered into a MLS Vendor Agreement dated November 22, 2017 by which Vendor may provide a certain multiple listing service system software, database services and other related services, or any combination thereof, to Maine Listings, Participant, Participant's End Users, Participant's Affiliates or other User's at the Site as may be permitted by Maine Listings in writing (hereafter the "MLS Vendor Agreement"); and

WHEREAS, pursuant to the MLS Vendor Agreement, Vendor may provide Participant, Participant's End Users and Participant's Affiliates a license to use certain multiple listing service software identified in the MLS Vendor Agreement (the "MLS software"), database access and other related services for use at the Site; and

WHEREAS, Participant represents that it qualifies and will continue to qualify and meet the minimum criteria for "Participation" as set forth in the Maine Listings Bylaws; and

WHEREAS, Participant may desire to install and use the MLS software and the MLS system provided by Vendor under the MLS Vendor Agreement; and

WHEREAS, the undersigned Authorized Representative is signing this Agreement as the Guarantor of the Participant's prompt and full performance of Participant's obligations under this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth below, the receipt and sufficiency of which consideration are hereby acknowledged, the undersigned parties hereby agree as follows:

1. **"Site" Definition:** "Site" shall mean Participant's authorized business Site as specifically provided above. Participant and Guarantor acknowledge and agree that a separate site license agreement must be executed for each office or place of business where i) Participant wishes to have a separate identity and/or ii) authorized Users. Participant represents and agrees that this Site License shall apply to the above-named place of business and no other.
2. **"Participant" Definition:** "Participant" shall mean any person who, through this Agreement, has elected to receive any service offered by Vendor and/or Maine Listings pursuant to the MLS Vendor Agreement. A Participant may include: a) members of the Maine Association of REALTORS®; b) non-members (persons who are not a member of any board or association of REALTORS®); and c) such other person as Maine Listings may permit in its discretion. For purposes of this Agreement and all related documentation referred to herein, the word "person" shall mean any individual, partnership, corporation, limited liability company, limited partnership, joint venture or any other legal entity.

3. “Authorized Representative” Definition: The Authorized Representative is the person appointed by Participant to represent Participant on all Maine Listings matters. The Authorized Representative must be a REALTOR® in order for the REALTOR® fees to be applicable.
4. “Participant’s End User” Definition: “Participant’s End User” shall mean any individual licensed at Participant’s Site who is authorized in writing by Participant to use Vendor’s MLS software and/or to purchase services from Maine Listings.
5. “Participant’s Affiliates” Definition: “Participant’s Affiliates” shall mean individuals who are personal assistants and support staff at Participant’s Site who are authorized in writing by Participant to use the Vendor’s MLS software and/or purchase services from Maine Listings.
6. “Computerized Users” Definition. “Computerized Users” shall mean Participant, Participant’s End Users and Participant’s Affiliates who are authorized in writing by Participant to use the Vendor’s MLS software and/or purchase services from Maine Listings as defined herein.
7. “Users” Definition. “Users” shall mean Participant and all Participant’s Computerized Users at Participant’s Site. It is expressly understood and agreed that Participant is the only party to this Agreement and that no provision of this Agreement shall be deemed to provide any User, aside from Participant, with any contractual rights, benefits or standing under this Agreement and that no Users (excepting Participant) shall be entitled to assert or raise any claims or causes of action arising from or related to the matters covered by this Agreement.
8. “Unauthorized Parties” Definition: “Unauthorized Parties” shall include any person not authorized as a qualified Computerized User to access Vendor’s MLS software and/or Maine Listings data.
9. Rules and Regulations. Participant acknowledges its prior receipt and review of the Maine Listings Rules and Regulations and the Bylaws in effect as of the date of this Agreement and agrees for itself and all Users that they shall be bound by and adhere to the Rules and Regulations and Bylaws now existing together with any future changes, amendments, or modifications thereto made from time to time hereafter.

Participant agrees that Participant’s firm, agency, partnership, corporation, or limited liability company and all Users shall each be bound by and follow the Rules and Regulations and Bylaws of Maine Listings now existing together with any future changes, amendments, or modifications thereto made from time to time hereafter. Participant acknowledges and undertakes full responsibility for communicating to all Users the full content of the Rules and Regulations and Bylaws promulgated by Maine Listings and any subsequent changes and any changes, amendments or modifications thereto made from time to time hereafter.

10. Performance Under MLS Vendor Agreement: Participant acknowledges and agrees that, in the event of a default by Vendor or Maine Listings under the MLS Vendor Agreement, Maine Listings may be required to either suspend some or all of the services provided hereunder or to fully terminate this Agreement and that in such event, and upon written notice of termination by Maine Listings to Participant, Maine Listings will be immediately and fully relieved from all obligations hereunder. In any such event Participant acknowledges and agrees that Maine Listings shall not be obligated to any person for any loss, damage or equitable remedy, including, without limitation, consequential or special damages incurred by any User or any person authorized by Participant or Maine Listings to use the MLS System or any services related thereto.
11. Services: The services and products to be provided by Vendor and/or Maine Listings to Participant and Users pursuant to this Agreement, including without limitation, the MLS database access, database input, the MLS software and related training, are set forth in the MLS Vendor Agreement and the Vendor’s software manuals, both of which are fully incorporated into this Agreement by reference (hereinafter collectively the “Services”). In the event there is any inconsistency between the specific provisions of this Agreement and those in the MLS Vendor Agreement, the terms of this Agreement shall control the relationship among Maine Listings, Participant, Guarantor and all Users.
12. Software License/Non-Disclosure: This Agreement grants to Participant and its authorized Users a non-exclusive, non-transferable license to use the Vendor MLS software and MLS database and related data during the term of this Agreement in strict accordance with the terms and conditions set forth in this Agreement. Upon the expiration or termination of this Agreement for any reason, Participant and Users shall immediately surrender and return to Maine Listings all MLS data, the Vendor MLS software and related documentation and any copies thereof. Participant and Users shall not disclose, disseminate, publish, copy, distribute, de-compile, or otherwise use the computer programs, or data, or any portion thereof provided for, under, or pursuant to this Agreement other than as specifically provided in this Agreement. Participant and Users shall not modify, convert, or otherwise manipulate the source code or object

codes of the Vendor MLS software. Except as specifically provided for in this Agreement and/or elsewhere in the Maine Listings Rules and Regulations, Participant and Users shall not re-sell, lease, re-distribute, publish, post, copy, de-compile, reorganize, or otherwise disseminate the MLS software or the data, or any portion of the data, obtained or accessible pursuant to this Agreement including without limitation by Web posting, framing on an Internet site or any other means or medium. Nothing in this Agreement shall permit or allow the MLS software or data, or any portion of the data licensed hereunder to a) be made available to the general public or non-participating brokers, or b) be used by any person using the data, or any portion of the data, or the MLS software for data mining, de-compiling, or reorganization of the data, or any portion thereof, including without limitation for use or distribution to other persons for customer lists, or prospective customer lists, or mailing, or e-mail lists. In the event of a breach or threatened breach of this paragraph, Maine Listings shall be entitled to injunctive relief restraining the Participant and Users from breaching the terms of this Agreement and directing compliance with this Agreement. Participant and each User authorized by Participant also shall be obligated to and bound by the terms of the Vendor's End User Agreement, the terms of which are set forth as an exhibit to the Vendor MLS Agreement which is incorporated herein in its entirety by reference.

Participant acknowledges that use of Vendor's software by Participant and its authorized Users shall constitute receipt and acceptance of Vendor's End User license agreement subject to all terms, conditions, limitations, and warranty disclaimers provided for herein and in the Vendor MLS Agreement. Nothing in this Agreement or the related documentation shall constitute a transfer or assignment to Participant or Users of any title or ownership interest in the MLS Software, the MLS database or the related data, information, trademarks, copyrights, trade secrets, products or other intellectual property rights covered by this Agreement, the ownership interests and rights to which are reserved to and retained by Maine Listings.

13. **Fees and Payment:** Participant shall pay to Maine Listings or its designee the fees and charges set forth in **Exhibit A** of this Agreement which is incorporated herein by reference. (The fees and charges in **Exhibit A** hereto which are related to payments to Maine Listings may be increased from time to time by the Maine Listings Officers and Directors. Pursuant to this Agreement, increases in fees and charges and any new fee or additional charge shall not be effective until a thirty (30) day written notice is first provided to the Participant.

Maine Listings will invoice or cause Participant to be invoiced for any Services no later than the 15th day of each calendar month for the next month's service charges. All fees and charges shall be due monthly in advance and are payable upon receipt of invoice.

Participant recognizes that members in the Maine Association of REALTORS® ("MAR") receive certain discounted fees and suspended or reduced charges for participation in Maine Listings as member benefits in MAR and that upon termination of membership in MAR any discount of fees or suspension or reduction of charges shall immediately terminate and that certain suspended or discounted charges shall be immediately recaptured and become due and payable to Maine Listings.

14. **Fees to Vendor.** Payment of any other fees or charges due to Vendor (as agreed exclusively between the Participant and Vendor), if any, and applicable Maine sales taxes (if any) shall be made within time frames established by Vendor.
15. **Term:** The initial Term of this Agreement shall commence upon acceptance by Maine Listings. Commencement of the Services to be provided hereunder are more particularly defined and described in the MLS Vendor Agreement, the terms of which are incorporated herein by reference. Upon execution of this Site License, Services to the Participant and Users shall commence and shall continue for one (1) year from the date thereafter. This Agreement shall automatically be renewed for successive one (1) year terms thereafter unless otherwise terminated as provided for herein. Any Participant who has not previously been a Maine Listings participant for an initial six-month period shall, in any event, be permitted to terminate this Agreement after expiration of a continuous initial six (6) month period by forwarding a written notice of termination to Maine Listings. Any other Participant shall, in any event, be permitted to terminate this Agreement at any time by forwarding a written notice of termination to Maine Listings (effective upon receipt of Maine Listings). In the event Participant provides said written notice and withdraws or ceases its participation in Maine Listings, all obligations due hereunder from Participant and all Services provided by Maine Listings shall be terminated, except that Participant and Guarantor shall continue to be fully liable for obligations incurred or pertaining to the initial six (6) month period for new Participants or the period prior to the date of termination of this Agreement, whichever is later.

NOTE: The initial term for an additional office Site License for any firm when the participating firm itself has been a Participant in good standing for the previous six months shall be reduced from 6 months to 3 months.

16. **Default:** Participant agrees that upon the failure of Participant or any of its authorized Users to perform or comply with any provision, term or condition provided in this Agreement, Participant shall be in default hereunder. If any such default is not cured within fifteen (15) days from said default, Maine Listings may, without limiting any of its rights and remedies whatsoever, suspend Services to the Participant and Participant's Users or terminate Services and this Agreement with the Participant and all Participant's Users. Participant shall be responsible for paying interest charges on past due amounts at a rate of one and one-half (1-1/2) percent per month, beginning on the invoice date of each delinquent payment, plus any costs or expenses of administering this Agreement, if payment is not made within fifteen (15) days of each invoice. In the event Participant's and/or Users' Services are suspended or terminated, Participant shall be responsible to pay to Maine Listings, in addition to any other amounts owing, any reinstatement fee and costs of enforcement and/or collection as set forth in the Rules and Regulations, including reasonable attorneys fees, whether or not a court action is commenced.
17. **Training:** Basic training on Vendor's MLS software is provided to authorized Computerized Users. Any such training shall be provided by Vendor and/or Maine Listings in accordance with a schedule to be established by and among Vendor, Maine Listings and Participant. There is no additional fee for initial training on Vendor's MLS software. Maine Listings or Vendor may provide additional training at their sole discretion; any such training, if any, shall be provided at the sole cost and expense, if any, of the Participant. Any such training provided after the initial training session will be conducted in accordance with the schedule established by the party providing the training.
18. **Equipment:** The Computerized Users shall be solely responsible for their respective computer systems (including hardware and software) where the Vendor's MLS software will be installed. The Computerized Users shall also provide suitable computer systems, electrical, telephone, and internet connections at their own expense. Vendor shall specify the hardware requirements for the Vendor's software. Vendor and Maine Listings shall have no responsibility for Computerized Users' supplied terminals, personal computers software or related equipment. Participant agrees that Participant and its Computerized Users shall be solely responsible for the purchase, maintenance and/or upgrade of Computerized Users' supplied terminals, computers, and that such terminals and computers shall be fully compatible with the MLS system and Vendor's software.
19. **Security:** Participant and Participant's authorized Computerized Users shall each be assigned a unique security code which will allow access into the central system MLS computer maintained by Vendor and into the Computerized Users' computers. The Users shall be responsible for safeguarding the security of all codes issued to them including "Browser" and Internet security codes. Unauthorized use of the security codes will be considered a default under this Agreement, resulting in the immediate termination of all Services and entitling Maine Listings to all of its rights, remedies and damages. Participant expressly agrees that, should any of Participant's Users cause or allow the security code to be removed, altered, damaged, or utilized by an unauthorized party (causing the security and integrity of the system to be jeopardized or destroyed), **Participant shall be liable for all costs and expenses of modifying or changing over the entire Vendor MLS system** and any other lawful damages due Maine Listings or Vendor.
20. **Connection Permission:** Participant for itself and all of its authorized Computerized Users hereby grants to Vendor and/or Maine Listings permission to connect with their respective computer systems and to electronically send program upgrades, modifications and/or other system data and information to the Participant's and Computerized Users' computer systems, to read or modify data, security, and access privileges contained in the Participant's or Computerized Users' computer systems, and to execute standard maintenance and service functions. Participant for itself and all Computerized Users hereby releases and agrees to indemnify and hold harmless Vendor and/or Maine Listings from any all claims, causes of action, damages or liability related to any such computer system connection and related activities.
21. **Assignment:** Participant and all Users shall have no right to assign, transfer or convey in whole or in part, either directly or indirectly, any right, power, license, sub-license or interest of any type arising out of this Agreement. All transfers or assignments are prohibited, including, without limitation, transfers which may occur by merger, acquisition, or transfer of ownership to a third party. Simple name changes in the Participant or his or her business entity shall not be considered an assignment or transfer but shall still require a written notification to and written acceptance by Maine Listings. Failure to provide such notice and obtain such acceptance shall constitute a breach of this Agreement and entitle Maine Listings to exercise all of its rights and remedies as provided for in this Agreement.
22. **Limitation of Liability:** In no event will Maine Listings or Vendor, its officers, directors, shareholders, parent corporations, or agents be liable to Participant or Participant's Users or any other party for any special, incidental, indirect, or consequential damages, including but not limited to any lost revenue or profits based upon any claim, whether in contract, in tort, or otherwise arising out of or related to this Agreement or arising out of or related in any way to Services to be provided to Participant, Participant's Users by Maine Listings or Vendor, including, without limitation, any claims by Participant, Participant's Users or Participant's customers or clients related to errors,

inaccuracies, or omissions by Vendor or Maine Listings, whether said errors, inaccuracies, or omissions are caused by Vendor, Maine Listings, Participant, or Participant's Users.

23. Ownership of Photo and Data: Participant, on behalf of itself and its Users, represents that it shall obtain all necessary authorized signatures on a written assignment of the ownership rights in the data and photos it or the Users submit to Maine Listings. Participant grants Maine Listings a perpetual, irrevocable, royalty-free, non-exclusive and fully sublicensable and transferable right and license to copy, use and modify Property Listing Content submitted to Maine Listings and/or Vendor pursuant to the subscription agreement, the MLS Agreement or otherwise and within the limitation of this Agreement and subject to the Bylaws and Rules and Regulations of Maine Listings.
24. DISCLAIMERS. THE MLS SOFTWARE AND ALL OF THE SERVICES AND DATA PROVIDED PURSUANT TO AND IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS, WHERE IS". EXCEPT AS HEREIN SPECIFICALLY STATED, MAINE LISTINGS MAKES NO ORAL, STATUTORY, EXPRESS, OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE VENDOR SYSTEM, SOFTWARE OR ANY EQUIPMENT, PRODUCTS OR ANY OTHER SERVICES TO BE PROVIDED HEREUNDER, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. FURTHER, MAINE LISTINGS DOES NOT WARRANT OR GUARANTY ANY INFORMATION FURNISHED BY PARTICIPANTS IN THE MLS SYSTEM TO BE FREE FROM INACCURACY, LIBEL, INVASION OF PRIVACY, OR COPYRIGHT VIOLATIONS AND MAINE LISTINGS UNDERTAKES NO RESPONSIBILITY TO INVESTIGATE SUCH INFORMATION.
25. Force Majeure. Force majeure events include Acts of God, fires, floods, earthquakes, wars, sabotage, civil unrest accidents, labor disputes, government laws, rules and regulations, whether valid or invalid, shortages and inability to obtain material, equipment or transportation, or communications lines failures. Maine Listings and Vendor shall have no liability of any type in the event either is unable to perform under this Agreement, in whole or in part, due to a force majeure event.
26. Dispute Resolution. Except for actions seeking a temporary restraining order, injunction or equitable relief as provided for under this Agreement or suit to compel compliance with this dispute resolution provision, all disputes arising out of or in connection with this Agreement shall first be mediated by the parties with the assistance of a third-party mediator within thirty (30) days of first notice of the dispute. In the event the dispute is not resolved to the parties' mutual satisfaction by such mediation, the dispute shall be referred to an arbitrator for final resolution by binding arbitration. The arbitration shall be held in Portland or Augusta, Maine pursuant to the rules of the American Arbitration Association excluding the rules relating to selection of an arbitrator who shall be chosen by mutual agreement of the parties. If no agreement can be reached on selection of an arbitrator, then the rules of the American Arbitration Association shall govern the selection. The prevailing party in any arbitration shall be entitled to reimbursement for fees and costs, including reasonable attorney's fees and costs, in addition to the arbitration award it receives.
27. Amendment, Modification, Waiver: No amendment, modification, or waiver of any provision of this Agreement shall be binding or effective unless set forth in a written agreement signed by the parties' authorized representative. No failure or delay to exercise any right or remedy provided for by this Agreement shall be deemed a waiver of any such right or remedy.
28. Miscellaneous. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maine, excluding conflicts of laws. This Agreement, including all other documents and agreements incorporated by reference, constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous agreements, representations or understandings, oral or written, with respect to the subject matter hereof. Each party shall perform any further acts, including the execution of further documents, which may be reasonably necessary to carry out the purposes of this Agreement. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. The parties to this Agreement are independent contractors and may not bind the other by its acts. Nothing in this Agreement shall be construed or deemed to create a joint venture, partnership agency or other legal arrangement except independent parties to a contract. If any provision of this Agreement is held by a court or arbitrator to be contrary to law or inapplicable to a situation, the remaining provisions shall remain in full force and effect. Time is of the essence with respect to the duties, obligations and performance of each party under this Agreement.
29. IDX Opt-Out. Participants' consent for display of their listings by other participants pursuant to the Maine Listings Rules and Regulations (Section 18 – IDX) is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the

aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display.

a) Participant wishes to **OPT-OUT** of IDX: [] **Yes** (check the **Yes** box if you do **not** want to participate in IDX.)
Initials: _____

30. **Syndication Opt-In.** Participants' consent for syndication of their listings on third-party websites is available via a listing syndication platform called ListHub and through a direct data feed agreement between Zillow Group and Maine Listings. Participant's consent for display of their listings on various internet publisher websites is **not** presumed unless indicated in writing below by Participant. Listing syndication requires Participant to first opt-in to syndication and then he/she must create a ListHub account and select preferred internet publisher websites on which Participant's listings will be authorized to display.

If a Participant opts-in to syndication, Participant's listings will be automatically included in the Zillow Group data feed.

a) Participant wishes to **OPT-IN** to Listing Syndication: [] **Yes** (check the **Yes** box if you **do** want to participate in listing syndication.) **Initials:** _____

IN WITNESS WHEREOF, the parties hereto have executed this Site License Agreement as of the date last set forth below:

PARTICIPANT

Participant Name: _____
(Write full legal name of firm exactly as it appears on its Maine Real Estate License)

Signed By: _____
(Full legal name of Authorized Representative/Guarantor)

Authorized Representative/Guarantor hereby guarantees the prompt performance of Participant's obligations hereunder.

Note: The Authorized Representative must be a REALTOR® in order for the REALTOR® fees to be applicable.

Date: _____

By signature above, I certify that Participant meets the criteria of Participation as defined in Article IV of the Maine Listings Bylaws.

As the Authorized Representative, once your Site License Agreement has been processed, you will have the option to set-up recurring payments for your monthly service fees. To place a card on file, go to www.MaineListings.com and click the Member Portal button. Sign in with your six-digit user ID and password. Go to the Member tab and click My Profile. Click the AutoPay tab. Fill in the card details and click Submit Profile. Invoices are posted on the 15th day of every month with recurring payments processed Net 15.

(MAINE LISTINGS USE ONLY)

Signature: _____

Printed Name: Catherine A. Libby

Title: Chief Executive Officer

Date: _____

Exhibit A

You Must Place A Check in One of The Definition Options Below

**Maine Listings Fees and Costs Schedule
Participation Fees as of January 1, 2019**

SERVICE TYPE		INITIATION FEE	FEE	
			Month	Annual
1)REALTOR® Participant (*Appraiser Policy)	<p><u>Member of the REALTOR® Association, real estate licensees or licensed and certified appraisers</u>-subject to dues formula and Code of ethics; may access the full database.</p> <p><input type="checkbox"/> Computerized Subscriber (CS)</p>	\$100	\$175	\$2100
2)Non-Member Participant (*Appraiser Policy)	<p><u>A real estate licensee or licensed and certified appraiser</u> who would otherwise qualify for REALTOR® membership, but chooses not to belong to the Organization; may access the full database.</p> <p><input type="checkbox"/> Computerized Subscriber Non-Member (CSNM)</p>	\$925	\$234	\$2808
3) REALTOR® Affiliate Appraiser Participant (*Appraiser Policy)	<p><u>Affiliate member of the REALTOR® Association, a licensed or certified individual appraiser</u> engaged exclusively in the appraisal profession (i.e. <u>does not maintain dual license</u> for the purposes of ever participating in real estate brokerage activity; may Access the full database.)</p> <p><input type="checkbox"/> Computerized Subscriber Affiliate (CSA)</p>	\$100	\$206	\$2472
*Appraiser Policy	Appraisers may join as a firm provided they meet the criteria outlined in the Maine Listings Appraiser Policy Statement found in the Maine Listings Appraiser Site License Agreement available on http://www.MaineListings.com .			