

CAAR, GAAR, AND HRAR Agent Agreement



This Agent Agreement (The “Agent Agreement”) is made and accepted by _____, a real estate Agent Subscriber (the “Agent Subscriber”) who is affiliated with _____, a real estate brokerage firm (the “Brokerage Firm”), and _____, the principal real estate Broker Participant for the Brokerage Firm (the “Broker Participant”), for the benefit of Charlottesville Area Association of Realtors® (“CAAR”), Greater Augusta Association of Realtors® (“GAAR”), and Harrisonburg-Rockingham Association of Realtors® (“HRAR”).

1. This Agent Agreement is made pursuant to the Rules and Regulations of CAAR, GAAR, and HRAR (the “Rules and Regulations”). Agent Subscriber hereby requests that CAAR, GAAR, AND HRAR grant a license, as such term is defined in the License Agreement (a “License”), to the vendor identified on the attached Schedule A to this Agent Agreement as the Licensee (“Licensee”) pursuant to the license agreement between CAAR, GAAR, AND HRAR and Licensee (the “License Agreement), a copy of which is available upon request. Agent Subscriber acknowledges that CAAR, GAAR, AND HRAR may grant to Licensee a License to access and display on the Display Websites the Licensed Listings, subject to and in accordance with the terms of the vendor or Broker License Agreement. Agent Subscriber hereby consents to and waives any and all claims against CAAR, GAAR, AND HRAR now existing or hereafter arising, relating to the License Agreement, including the License granted to Licensee.
2. The License includes only the Licensed Listings, and continues until the expiration, suspension or termination of the License Agreement, or expiration, suspension or termination of the License with respect to particular Display Websites, in accordance with the terms of the License Agreement. The domain names for the Display Websites of Agent Subscriber shall be identified on the attached Schedule A to this Agreement, which domain names may be modified or changed, and additional Display Websites may be included upon request of the Agent Subscriber and the approval of CAAR, GAAR, AND HRAR. CAAR, GAAR, AND HRAR shall be deemed to have approved such request unless CAAR, GAAR, AND HRAR has given notice to Agent Subscriber of non-approval within ten (10) days of the date of the request.
3. Agent Subscriber represents and warrants to CAAR, GAAR, AND HRAR that Agent Subscriber is a subscriber in good standing to CAAR, GAAR, AND HRAR’s multiple listing service and is affiliated with a Broker Participant. Agent Subscriber represents and warrants to CAAR, GAAR, AND HRAR that Agent Subscriber has read and understands the terms and conditions of the License Agreement. Agent Subscriber agrees and acknowledges that if this Agent Agreement is accepted by CAAR, GAAR, AND HRAR, the license granted by CAAR, GAAR, AND HRAR under the License Agreement is an accommodation to Agent Subscriber, and Agent Subscriber’s Broker Participant, and Agent Subscriber is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Licensee of all Licensee’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement. Specifically, Agent Subscriber is responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations, and compliance with all other agreements with CAAR, GAAR, AND HRAR, and with the applicable state rules and regulations regarding advertising and the display of listings. Agent Subscriber acknowledges its obligation to monitor the

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use, handling and display of Licensed Listings by Licensee for such compliance. Agent Subscriber agrees that, without affecting the liability and obligations of Agent Subscriber under this Agent Agreement, and specifically in connection with the License Agreement, CAAR, GAAR, AND HRAR and/or Licensee may amend and modify the License Agreement without notice to or the consent of the Agent Subscriber.

- 4. This Agent Agreement is effective only if accepted by CAAR, GAAR, AND HRAR; provided, however, CAAR, GAAR, AND HRAR shall be deemed to have accepted this Agent Agreement unless CAAR, GAAR, AND HRAR has given notice to Agent Subscriber of non-acceptance within thirty (30) days of the Effective Date. Any notice of non-acceptance by CAAR, GAAR, AND HRAR may be delivered by email to Agent Subscriber at the address maintained in the membership records of CAAR, GAAR, AND HRAR.

Agent Subscriber Representative

CAAR, GAAR, AND HRAR

Signature

Agent MLS ID

Printed Name

Agent Email Address

Date

Association CEO

Association (CAAR-GAAR-HRAR)

Date

Effective Date (to be completed by ADMIN)

SCHEDULE A

Display Website Domain Name (URL of Agent Site(s)):

Type of Feed Requested: IDX IDX+ VOW

Third Party Vendor: _____