



2024

NEW MEMBER PACKET



2024

NEW MEMBER ORIENTATION INFORMATION

New Member Orientation and New Member Code of Ethics Training are a requirement and must be attended within 180 days from the Tri-County Alliance's receipt of a REALTOR® Membership application. Failure to satisfy this requirement will result in denial of the REALTOR® Membership application or termination of provisional membership.

New Member Code of Ethics: All applicants for REALTOR® membership must complete an orientation program on the Code of Ethics of not less than 2.5 hours of instructional time. Prior to attending the New Member Orientation with Tri-County Alliance, new members are required to complete the online training through NAR. More information on the Code of Ethics and the link to the new member training can be found online [HERE](#)

You are automatically assigned the next closest orientation day upon becoming a member. The date you are assigned has been sent to you in the 'Welcome to Tri-County!' email you received from us.

Location: Tri-County Alliance office, 186 E. Center St., Manchester

2023 New Member Orientation Dates:

Wednesday, February 13, 2024, 9:00am – 12:00pm

Tuesday, June 11, 2024, 9:00am – 12:00pm

Tuesday, October 8, 2024, 9:00am – 12:00pm



186 EAST CENTER ST, MANCHESTER, CT 06040
PHONE: 860 - 646 - 2450
EMAIL: OFFICE@TRI-COUNTYALLIANCE.COM
WWW.TRI-COUNTYALLIANCE.COM

New Primary REALTOR® Application

I hereby apply for Membership in the above-named Association of REALTORS®, (hereinafter referred to as the Board of REALTORS®), the Connecticut Association of REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®.

Please submit a copy of your Real Estate License and your Drivers License with this application.

Name (as shown on RE License) _____

Real Estate License (circle) REB/RES # _____ Expiration Date _____

OR Appraiser's License # _____ (include a copy of REB/RES/APR license)

Driver's License # (include a copy) _____ Date of Birth _____

Firm Name _____

Firm Address _____

Firm Phone # _____ Firm Fax # _____

New Agent's Email Address _____

Is this your principal place of business? Yes No

Home Address _____

Home Phone _____ Home Fax _____

Cell Phone _____ Provider _____

Preferred mailing address for TCAR, CTR and NAR mailings Home Firm

Preferred phone for TCAR, CTR and NAR communications Home/Cell Firm

Membership Type

a. Primary Member Secondary Member* Association Transfer*

b. REALTOR® Designated (Broker) REALTOR®

**Secondary membership and association transfer members will require us to obtain a Letter of Good Standing from the previous association.*

What local or state boards/ associations of REALTORS® do you NOW belong to as a member?

What MLS do you NOW belong to? _____

What local or state boards/ associations in or out of CT have you PREVIOUSLY belonged to as a member?

Professional Designations:

GRI - Graduate REALTOR® Institute
 SRES - Real Estate Specialist

CRS - Certified Residential Specialist
 Other (please specify) _____



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Primary Specialty (required)

- | | |
|---|---|
| <input type="checkbox"/> Residential Brokerage | <input type="checkbox"/> Farm and Land Brokerage |
| <input type="checkbox"/> Property Management | <input type="checkbox"/> Mortgage Financing |
| <input type="checkbox"/> Commercial/ Industrial Brokerage | <input type="checkbox"/> Building Development |
| <input type="checkbox"/> Appraisal | <input type="checkbox"/> Other (please specify) _____ |

Persons other than principals, partners, corporate officers or branch office managers of real estate firms must remain affiliated with a Designated REALTOR® to be eligible for REALTOR® membership.

Name of Designated REALTOR® broker _____

Have you ever been disciplined by the Real Estate Commission? Yes* No

Have you been disciplined by any REALTOR® boards/ associations or the MLS within the past 3 years or do you have any outstanding ethics complaints or arbitration requests currently? Yes* No

Have you ever been convicted of a felony? Yes* No

**If you answered Yes to any of the above, please provide details including dates and copies of the discipline(s)*

Check the applicable boxes. I am a/an:

- | | | |
|---|---|--|
| <input type="checkbox"/> Sole proprietor* | <input type="checkbox"/> Corporate officer* | <input type="checkbox"/> Designated broker |
| <input type="checkbox"/> Independent contractor | <input type="checkbox"/> Employee | <input type="checkbox"/> General partner* |
| <input type="checkbox"/> Branch manager | | |

****Sole proprietors, corporate officers and general partners ONLY must answer the following (otherwise disregard.)***

- a. Are you subject to any bankruptcy proceedings? Yes No
- b. Have you been adjudged bankrupt within the last 3 years? Yes No
- c. Do you have any record of official sanctions by a court of other lawful authority within the past 3 years for:
- | | | |
|--|------------------------------|-----------------------------|
| Civil rights laws? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Real estate laws? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other laws prohibiting unprofessional conduct? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Please list all licenses affiliated with your office (type of license and license number.) Attach a separate sheet if necessary.

Name	Broker/Salesperson/Appraiser	License #
_____	_____	_____
_____	_____	_____
_____	_____	_____




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ARBITRATION AGREEMENT: (a) I hereby agree for myself and the firm for which I act to binding arbitration of disputes with any member of the Board, with any member of CTR in accordance with its rules and regulations or any client covered by the Board's rules. (b) Further, I agree to binding arbitration in accordance with the Board's rules.

NO REFUND: I understand that my Membership dues are non-refundable. In the event that I fail to maintain eligibility for Membership for any reason under the bylaws, including but not limited to discipline by the Board, I understand I will not be entitled to a refund of my dues or fees.

AUTHORIZATION TO RELEASE AND USE INFORMATION AND WAIVER: I authorize the Board or its representatives to verify any information in this application including contacting any Board/Association/MLS, the Real Estate Commission, current or past broker or business associates. I further authorize any Board/Association/MLS in which I have been a member to release all membership and disciplinary records to the Board to which I am applying. I further authorize this Board to use this information in determining future disciplinary sanctions. I waive any cause of action including, but not limited to, slander, libel or defamation of character resulting from such verification, evaluation or other processing of this application or use of the information gathered by the Board, CTR, NAR, their agents, employees, committees or members.

NEW MEMBER/CODE OF ETHICS ORIENTATION: I understand that I am *required to attend a New Member/Code of Ethics orientation within 180 days from the association's receipt of application*. Failure to satisfy this requirement (or, alternatively, the date that provisional membership was granted) will result in denial of the membership application or termination of provisional membership.

Membership in the Association necessarily means that I am also a member of the State Association and National Association of REALTORS® and I agree to be bound by the Code of Ethics of the National Association, which includes the duty to arbitrate (or to mediate if required by the association), as well as the Constitution, Bylaws and Rules and Regulations of the Association, the State Association and the National Association. Further, if required, I agree to satisfactorily complete the periodic Code of Ethics training and a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations. I understand the maximum fine for violations of the Code of Ethics and violations of other membership duties is stated in the Bylaws.

I agree that should I cease to be a Member of a Board, I will discontinue use of the term REALTOR® or REALTORS® in all certificates, signs, seals or any other medium.

By providing and/or updating your contact information, including any mobile or other phone numbers, you agree to be contacted by NAR, Connecticut REALTORS®, Tri-County Alliance of REALTORS®, and their agents via text messages, SMS messages, and calls to cell phones including the use of pre-recorded electronic message calls, as well as calls made via automatic telephone dialing systems or via email. You further agree to update the association with any changes to your contact information and to permit the association to update contact information with information provided by any multiple listing service as part and continuation of this consent.

RECORDING POLICY: (a) By signing this application you are agreeing to allow Tri-County Alliance of REALTORS® to photograph or record you at or during any membership meeting, social gathering, fund raiser, workshop, or other event held by or in conjunction with the association and to share these images via social media, email and website publications. (b) Members may not record via photographs, video or audio any continuing education classes, pre-licensing courses, or confidential meetings unless it has been pre-approved by the association. Tri-County Alliance of REALTORS® will make any appropriate accommodation for those with visual, hearing, or other impairments within reasonable standards as outlined by the ADA. Approval must come directly, in writing, from the association.

I certify that the information provided in the application is true and correct.

Applicant Signature _____ Date _____

Signature of Designated REALTOR ® _____ Date _____



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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct*	Nov*	Dec*
Tri-County dues	\$185.00	\$169.58	\$154.17	\$138.75	\$123.33	\$107.92	\$92.50	\$77.08	\$61.67	\$46.25	\$30.83	\$15.42
CTR dues	\$265.00	\$242.92	\$220.83	\$198.75	\$176.67	\$154.58	\$132.50	\$110.42	\$88.33	\$66.25	\$44.17	\$22.08
NAR dues	\$201.00	\$188.00	\$175.00	\$162.00	\$149.00	\$163.00	\$123.00	\$110.00	\$97.00	\$84.00	\$71.00	\$58.00
Voluntary Advocacy	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Application Processing fee*	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Total Due	\$776.00	\$725.50	\$675.00	\$624.50	\$574.00	\$523.50	\$473.50	\$422.50	\$372.50	\$321.50	\$271.00	\$220.50

Pro-rated membership dues are for **NEW** members only

*New members joined in October, November, and December will be automatically billed for the next year's dues

**\$100.00 application processing fee waived *only* for transferring members in good standing with another board and secondary members

Please return this application along with a check made payable to Tri-County Alliance, 186 East Center St, Manchester, CT 06040, or complete the one time credit card authorization below, and email to office@tri-countyalliance.com.

Payment information:

Name on CC: _____

CC# _____ Exp: _____ CVV: _____

CC Billing Address: _____
 (street) (city) (zip)

Email for confirmation: _____

Contributions or gifts to the Board, the Connecticut Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS®, are not deductible as charitable contributions for federal income tax purposes. However, membership dues may be tax deductible as ordinary and necessary business expenses.

Voluntary Advocacy Fund contributions are not tax deductible. Voluntary contributions to the Advocacy Fund are used for state and federal issues purposes, not candidates, and split 70% to the CT REALTORS® Issues Fund and 30% to the NAR Political Action Fund.

Applicants for REALTOR® membership may not use the professional designations of REALTOR® until this application is approved, membership requirements are completed and the applicant is notified of membership election.

Please indicate how you heard of the Tri-County Alliance of REALTORS®:

- Website Mailing Friend Co-worker Other _____



Subscription Application and Agreement

Application Type

New Subscriber Application

Reactivation

Member Transfer

Please complete this section if this is a Member Transfer as well as 'Subscriber Details' and 'Office Details'

Member User ID: _____ Prior Office Code: _____

Subscriber Details

Name: _____

Email: _____

Cell: _____ Agent Web URL: _____

Primary REALTOR® Board: _____ NRDS# _____

State of Licensure: _____ License # _____

Office Details

Name of Firm: _____ Office code: _____

Complete Office Address: _____

Office Phone: _____ Office Fax: _____

Access Type

Agent with the ability to Add, Modify, and Search

Agent with Search ONLY

Appraisal Access

Payment Information

Would you like to sign up for AutoPay? Yes No

Type of Card: American Express Discover Mastercard Visa

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ Payment Amount: \$ _____

I hereby apply for Subscriber Membership in the Smart MLS, Inc. A check or credit card information has been provided for applicable subscriber fees. By providing my credit card information I authorize Smart MLS to charge my account one time for the applicable subscriber fee. Upon successful completion of this transaction an electronic receipt will be emailed to the Subscribers primary email address and the credit card portion of the application will be destroyed.

I have read and understand all pages of the Subscriber Application and Agreement and agree to abide by its terms and conditions.

Signature of Subscriber: _____ Date: _____
(Agent)

Participants/Broker Name: _____

Signature of Participant: _____ Date: _____
(Broker)

1. I certify that I am affiliated with the Participant listed above and that I am actively engaged in the real estate profession for compensation in one or more of the following activities: buying, selling, exchanging, renting or leasing, appraising for others for compensation, counseling or building, developing or subdividing.
2. I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules and regulations and other obligations of participation, as amended from time to time, including payment of fees and fines. Under the current rules, the maximum fine that can be imposed is in the amount of \$5,000. I understand that Smart MLS follows the multiple listing policies established by the National Association of REALTORS[®] which are available at www.realtor.org. I understand that the Participant will be provided with notice of amendments to the Bylaws and Rules & Regulations as they are amended, and I agree that my continued use of MLS services after the Bylaws and Rules & Regulations are amended constitutes my agreement to be subject to the Bylaws or Rules & Regulations as amended.
3. I further agree to be bound by the Code of Ethics on the terms and conditions established in the *Code of Ethics and Arbitration Manual*, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS[®] in accordance with the established procedures of the local board/association where the complaint or contractual dispute is filed. I understand that a violation of the Code of Ethics or failure to remain a member in good standing of my local association may result in suspension or termination of MLS rights and privileges.
4. **Definitions.**
Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 25 of this Agreement.
5. **Grant of Subscriber Rights in Multiple Listing Service.**
Subject to the terms and conditions of this Agreement and the Rules and Regulations, MLS agrees to make the MLS Database available for access by Sales Licensee, and Sales Licensee shall have all rights and obligations of a subscriber in MLS's multiple listing service as set forth under the Rules and Regulations. Access to the MLS Database shall be through a means determined by MLS.
6. **License Grant.**
MLS hereby grants to Sales Licensee a limited, non-exclusive, and personal license to use Listing Content only for purposes and as expressly allowed under Sales Licensee's certification or licensure, the Rules and Regulations, and any applicable License Agreement. Sales Licensee agrees to take all reasonable steps to protect the MLS Database and Listing Content from unauthorized access, copying, or use.
7. **Intellectual Property Ownership.**
Sales Licensee acknowledges and agrees that the MLS Database, and all copies, modifications, enhancements, and derivative works of the MLS Database, are the property of MLS, and all right, title, and interest in and to the MLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with MLS. Sales Licensee hereby irrevocably assigns to MLS any and all rights which it may have or acquire in and to the MLS Database.
 - a. Sales Licensee acknowledges and agrees that the Listing Content, and all copies, modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential, original works of authorship of MLS, or have been assigned or licensed to MLS, and are protected under United States copyright, trademark, and trade secret laws of general applicability.
 - b. Sales Licensee acknowledges and agrees that all right, title, and interest in and to the Listing Content, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with MLS or its licensors. Sales Licensee hereby irrevocably assigns to MLS any and all rights not assigned to Broker which it may have or acquire in and to the Listing Content. Nothing in this Agreement or the Rules and Regulations shall be deemed to convey to Sales Licensee an interest in or to the MLS Database or Listing Content, but only a limited right of access and use, revocable in accordance with the terms of this Agreement.
 - c. Sales Licensee agrees not to challenge MLS's rights in and to the Listing Content or the MLS Database or to take any action inconsistent with the provisions of this Section 7 of this Agreement. Sales Licensee agrees to take all action and execute and deliver to MLS all documents requested by MLS in connection with the copyright application and registration of the Listing Content and the MLS Database.
 - d. Without limiting the generality of this Section 7.d, Sales Licensee acknowledges and agrees that MLS may license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database,

including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by MLS, unless otherwise limited by a separate agreement between MLS and the applicable broker/brokerage firm or by the Rules and Regulations.

8. License to Broker's Listings.

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

9. Fees.

In consideration for subscriber rights in MLS's multiple listing service and for the services provided and licenses granted under this Agreement, Sales Licensee agrees to pay to MLS the fees ("Fees") in the amount, and in accordance with the terms, established by MLS for subscribers to MLS's multiple listing service, which amount and terms may be changed by MLS at any time effective upon thirty (30) days prior written notice to Subscriber.

10. No Assignment by Sales Licensee.

Sales Licensee agrees that this Agreement is personal to Sales Licensee, and Sales Licensee may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Sales Licensee's rights, duties, or obligations under this Agreement shall be void.

11. Interruptions in Service.

Sales Licensee acknowledges that access to the MLS Database may from time-to-time be unavailable to Sales Licensee, whether because of technical failures or interruptions, intentional downtime for service or changes to MLS's website, or otherwise. Sales Licensee agrees that any modification of MLS's website, and any interruption or unavailability of access to the MLS Database shall not constitute a default of any obligations of MLS under this Agreement, and MLS shall have no liability of any nature to Sales Licensee for any such modifications, interruptions, unavailability, or failure of access.

12. Copies and Derivative Works.

Except as otherwise expressly provided in this Agreement or the Rules and Regulations, Sales Licensee may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

- a. Make any copies of the MLS Database, or any portion of the MLS Database, including any specific Listing Content included in the MLS Database;
- b. Create any derivative works, enhancements, or other modifications of the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database;
- c. Download, distribute, export, or transmit the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database; or
- d. Publicly display the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database.

13. Representations and Warranties Regarding Listings.

Sales Licensee represents and warrants with respect to each Broker's Listing or change to a Broker's listing submitted by Sales Licensee to Broker, the following:

- a. Sales Licensee and the respective Seller have assigned in writing all of Seller's and Sales Licensee's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Content to Broker.
- b. The Broker's Listing complies in all respects with the Rules and Regulations.
- c. To the best of Sales Licensee's knowledge and after reasonable due diligence to verify the accuracy of all information in the Broker's Listing, all information included in the Broker's Listing is accurate and not misleading.
- d. The Listing Content for each Broker's Listing is an original work of authorship of the Broker, or has been assigned to Broker pursuant to an enforceable assignment. Except for Broker, no other person or entity, including Sales

Licensee or any Seller, has any rights of any nature in or to any of the Listing Content for any Broker's Listing.

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

14. Submission of Listings.

As a material condition to accessing the MLS Database, Sales Licensee agrees to submit to MLS on behalf of Broker, all Listings for properties listed for sale by Sales Licensee, in accordance with, and except as otherwise provided in, the Rules and Regulations. MLS may refuse to accept or include in, and may remove from, the MLS Database, any Listing, or any Listing Content, or may require Sales Licensee, on behalf of Broker, to direct MLS to modify any Listing Content, as provided under the Rules and Regulations or if MLS determines, in its sole discretion, that any such Listing Content may violate or infringe upon the rights of a third party. Notwithstanding the foregoing sentence, except as provided in the Rules and Regulations, Sales Licensee acknowledges that MLS has no obligation to remove or modify any Listing or Listing Content. MLS grants to Sales Licensee a limited, non-exclusive, personal license to input Listing Content in the MLS Database, and modify such Listing Content, only on behalf of Broker and strictly in accordance with the terms and conditions of this Agreement and the Rules and Regulations. Sales Licensee acknowledges and agrees that any Listing or Listing Content, or any prospective Listing or Listing Content, submitted to MLS may be accessible by other users of MLS's multiple listing service, and MLS shall have no liability to Sales Licensee for providing such other user's access to any Listing or Listing Content, or any prospective Listing or Listing Content.

15. Confidential Information.

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

16. Additional Representations and Warranties of Sales Licensee.

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

17. Compliance with Governing Rules and Agreements.

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

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

18. No Warranty.

THE SERVICES PROVIDED AND LICENSE GRANTED TO SALES LICENSEE UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. MLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, MLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

19. Limitation of Liability.

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

20. Injunction.

MLS and Sales Licensee agree that a breach or violation of Sections 12, 15, and 21 f. of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which MLS may have, including, without limitation, the right to seek monetary damages.

21. Term and Termination.

- a. Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party.
- b. MLS may terminate this Agreement upon the occurrence of any of the following events: (1) Participant requests in writing to MLS that this Agreement be terminated; (2) Sales Licensee fails to pay any Fees when due; (3) Sales Licensee discloses any Confidential Information, including, without limitation, any password of Sales Licensee, except as expressly provided in this Agreement; (4) Sales Licensee otherwise fails to comply in all respects with the Rules and Regulations, the applicable Board Rules and Regulations, or the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS[®]; (5) Sales Licensee defaults under any material term or condition of any License Agreement; or (6) Sales Licensee defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination pursuant to this Section 18.c of this Agreement shall be effective at any time after MLS has given ten (10) business days notice to Sales Licensee of any such event, and such event has not been cured within such ten (10) day period. Notwithstanding the foregoing sentence, if, in the reasonable discretion of MLS, the occurrence of any such event could result in irreparable harm to MLS, termination shall be effective immediately, without prior written notice to Sales Licensee, provided that notice shall be delivered to Sales Licensee within ten (10) business days following such termination.
- c. This Agreement shall automatically terminate upon termination of the Participation Agreement; except that if Broker, and not Brokerage Firm, entered into the terminated Participation Agreement, this Agreement shall continue in effect provided that another Broker or his/her Brokerage Firm enters into a Participation Agreement within thirty (30) days after termination of the terminated Participation Agreement. If another Participation Agreement is not entered into within such thirty (30) day period, this Agreement shall automatically terminate upon expiration of such thirty (30) day period.
- d. This Agreement may also terminate as provided under Section 24.d of this Agreement.
- e. In addition to all other rights and remedies available to MLS under this Agreement, if Sales Licensee fails to pay any Fees when due, or otherwise defaults under this Agreement, MLS may, in its sole discretion, temporarily suspend the license granted to Sales Licensee to access the MLS Database until all outstanding Fees have been paid in full or the default has been cured.
- f. Upon termination of this Agreement, Sales Licensee agrees to immediately destroy any printouts of the MLS Database or Listing Content, and any copies of the MLS Database and Listing Content in Sales Licensee's possession or under Sales Licensee's control. Upon termination of this Agreement, all licenses granted and all services provided to Sales Licensee
- g. Under this Agreement shall terminate. No pre-paid Fees will be refunded to Sales Licensee for any termination of this Agreement.

22. Indemnification.

Sales Licensee agrees to indemnify and hold harmless MLS, and its officers, directors, employees, shareholders from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any Listing Agreement, this Agreement, submission to MLS of any Listing or Listing Content and the inclusion of any Listing or Listing

Content by Sales Licensee in the MLS Database, including, without limitation, any claim that the access to, display of, and/or use of any Listing Content infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.

23. Proprietary and Other Notices.

Sales Licensee agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the MLS Database or any printouts of the MLS Database allowed under this Agreement.

24. General.

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

If to Sales Licensee: *At the office address or e-mail address of the Sales Licensee shown on page 1.*

If to MLS:

Smart MLS, Inc.
860 N. Main Street Ext.
Wallingford, CT 06492

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

- b. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut. Sales Licensee acknowledges that by using the services provided under this Agreement, Sales Licensee has transacted business in the state of Connecticut. By transacting business in the state of Connecticut by agreement, Sales Licensee voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in the state of Connecticut, as to all matters relating to or arising from this Agreement.
- c. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.
- d. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement; except that if any provision of Sections 8, 15, or 16 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement, is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without notice.
- e. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.
- f. Entire Agreement; Modifications Only in Writing. This Agreement, together with the Rules and Regulations and any applicable License Agreement, (i) constitutes the entire agreement between MLS and Sales Licensee concerning the MLS Database, Listing Content, and all other subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and (iii) may not be amended except in writing signed by MLS and Sales Licensee.
- g. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of MLS and Sales Licensee and is not intended to benefit any third party, including any Seller or Sales Licensee. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.
- h. Survival. The provisions of Sections 7, 9, 10, 15, 18, 19, 20, 21, 22, and 24 of this Agreement shall survive the termination of this Agreement.

25. Definitions.

The following terms shall have the following meanings in this Agreement:

- a. Broker means the principal real estate broker/broker in charge who is a Realtor® in good standing, and who has engaged Sales Licensee as an agent/sales licensee of broker, either as an employee or independent contractor.
- b. Brokerage Firm means the real estate brokerage firm affiliated with broker.
- c. Broker Listings means only the Listings of Broker.
- d. Board means a Board of REALTORS® or association of REALTORS® established and operated in accordance with the applicable rules and regulations of the NATIONAL ASSOCIATION OF REALTORS®.
- e. Board Rules and Regulations means the rules and regulations, as amended, of the Board of which a Sales Licensee is a member.
- f. Exempted Listing means a Listing which the respective Seller refuses to have disseminated by MLS pursuant to a written certification, or any other Listing which is not required to be filed with MLS as provided under the Rules and Regulations.
- g. Internet Listing Display Listings means all of the listings identified or defined as Internet Listing Display listings in the Rules and Regulations.
- h. License Agreement means a license agreement entered into between MLS and Sales Licensee or MLS and a third party at the request of Subscriber.
- i. Listing means a real estate listing of a participant in MLS's multiple listing service.
- j. Listing Agreement means an enforceable, written, and fully executed agreement between Broker and a Seller whereby, among other things, Broker agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided, including compensation to a cooperating Broker, if applicable, all in accordance with applicable law.
- k. Listing Content means all content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information submitted by Broker to MLS with respect to all Broker's Listings except Exempted Listings.
- l. MLS Database means the compilation of Listings, including information for sold properties, known as the MLS Database, as modified from time-to-time by MLS, and which, as of the date of this Agreement, is available to Subscribers on the MLS web site.
- m. Participation Agreement means a participation agreement, in a form acceptable to MLS in its sole discretion, entered into between MLS and Broker or Brokerage Firm (the "Participant"), which grants participation rights in MLS's multiple listing service to Broker or Brokerage Firm.
- n. Seller means the seller(s) or lessor(s) of a property which is the subject of a Listing at issue under this Agreement.
- o. Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Sales Licensee.



186 EAST CENTER ST, MANCHESTER, CT 06040
PHONE: 860 - 646 - 2450
EMAIL: OFFICE@TRI-COUNTYALLIANCE.COM
WWW.TRI-COUNTYALLIANCE.COM

Tri-County Alliance of REALTORS® New Member Orientation: Important and Useful Links

Tri-County Alliance Board of Directors:

<https://tri-countyalliance.com/board-of-directors/>

Tri-County Alliance committee information:

<https://tri-countyalliance.com/home/join-us/join-a-committee/>

CTR new member references:

<https://www.ctrealtors.com/members/new-members/>

CTR member benefits:

<https://www.ctrealtors.com/members/member-benefits-partners/>

Sign up for CTR text message alerts:

<https://www.ctrealtors.com/text/>

NAR member benefits:

<https://www.nar.realtor/realtor-benefits-program>

REALTORS® Property Resource:

<http://blog.narrpr.com/new-member/>

NAR safety resources:

<https://www.nar.realtor/safety/safety-resources-for-nar-members>

NAR history:

<https://www.nar.realtor/about-nar/history>

2021 NAR events:

<https://www.nar.realtor/events/nar-meetings-by-year>

NAR research reports:

<https://www.nar.realtor/research-and-statistics/research-reports>

RPAC information and resources:

<https://www.nar.realtor/rpac>



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Video on the REALTOR® Party and RPAC:

<http://realtorparty.realtor/wp-content/uploads/2017/11/REALTOR-PARTY-NEW-MEMBER-ORIENTATION-video-110517-1.mp4>

CTR legislative updates:

<https://www.ctrealtors.com/advocacy/legislative-updates/>

CT REALTORS® Care:

<http://ctrealtors-care.org/>

CT Standards for Home Inspectors:

<https://eregulations.ct.gov/eRegsPortal/Browse/getDocument?guid=%7BF045845D-0100-C74E-A71C-AD49308BA180%7D>



186 EAST CENTER ST, MANCHESTER, CT 06040

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New Member FAQs

Fees and due dates

- Tri-County Alliance membership fees due date: January 1 each year, \$100 late fee assessed after February 1st, membership terminated March 1st
 - invoiced from Tri-County and available to pay online here <https://ams.navicamls.net/> by October 1st each year
- DCP Connecticut State licensing fees: salesperson renewals due by May 31st each year
 - invoiced directly from the DCP and available to pay online at <https://portal.ct.gov/DCP/License-Services-Division/License-Division/To-Renew-Online> within a few weeks prior to due date
- MLS membership fees due dates: May 1st and October 1st each year
 - invoiced from MLS directly and available to pay online here <https://smartmls.com/>
- eKey activation fees billing schedule: April 1st – October 31st, October 1st – April 30th each year
 - invoiced from MidState Association

2023/2024 Connecticut Continuing Education (CE) requirements

- Credits must be completed by March 1st of the cycle year
 - *(example: next cycle is due March 1, 2024, for the May 31, 2024 license renewal date)*
- 12 credits due every other year on the even years (2024, 2026, etc.)
- 3 mandatory credits, issued by CT DCP
- 9 elective credits, we highly recommended taking Code of Ethics as one of your elective classes
- Access [DCP Information online here](#)
- You are NOT REQUIRED to complete CE in the 2-year cycle in which you completed and passed your state licensing exam
 - *(For example: if you completed and passed your state licensing exam on 6/1/2020 you are not required to take CE in the 2020 – 2022 cycle. If you passed your exam after 5/31/2022 you are not required to complete CE until the 2024-2026 cycle)*



MID-STATE ASSOCIATION OF REALTORS®, INC.

"The Association with the Personal Connection"

73 EAST MAIN ST.
PLAINVILLE, CT 06062

XpressKey and eKEY Software Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into on _____, 20__ by and between _____ ("Keyholder"), and Mid-State Association of REALTORS®, Inc. ("Organization") with the Tri-County Alliance of REALTORS® acting as subagent covering the following:

eKEY Professional or Basic Software (Serial # _____).

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE

a. **eKEY Professional or Basic Software.** If Keyholder has selected the eKEY Professional or Basic Software (the "eKEY"), Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use such software. In addition, Organization grants to Keyholder a limited non-exclusive, non-transferable, revocable sub-license to use the Network, the use of which Organization licenses from UTCFS, which is necessary for the use and operation of the eKEY for the Term. The eKEY enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions with the eKEY; and to upload property showing data with the eKEY. The eKEY Software is used with certain electronic devices including certain cellular telephones ("Phones") approved by UTCFS. During the Term, UTCFS may in its sole discretion approve additional Phones. UTCFS does not provide any warranty of the performance of such Phones.

b. **iBoxes.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBoxes. In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from UTCFS for the Term.

2. SERVICE

a. The software incorporated in the XpressKeys, eKEY Software, iBoxes (if applicable), Network, and eSYNC Software (collectively, "Software"); the equipment incorporated in the XpressKeys and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable User Guide, which will be provided to Keyholder in conjunction with the Software and is incorporated herein by reference.

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and UTCFS entered into a Master Agreement that provides the terms under which UTCFS will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee (as defined in Section 4(a) below) and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

PHONE: 860-793-9414

FAX: 860-793-9515

E-MAIL: MIDSTATE@MIDSTATEREALTORS.COM

WWW.MIDSTATEREALTORS.COM

c. In the Master Agreement, UTCFS has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If UTCFS discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other UTCFS product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. **TERM** This Agreement shall commence on the date set forth above and have a term ("Term") until **June 24, 2018**, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. **PAYMENTS**

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: i) increase the System Fee annually, ii) charge a key activation fee, iii) charge a late fee for any System Fee that is not paid as directed by the Organization, iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. **TITLE AND USE** The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of UTCFS. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of UTCFS. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of UTCFS.

6. **RISK OF LOSS: RETURN OF EQUIPMENT**

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing any Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: **XpressKey - \$249.00**. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, the XpressKey and all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The XpressKey and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. **REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or UTCFS relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or UTCFS, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or UTCFS in such proceeding.

b. **That neither Organization nor UTCFS shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and UTCFS with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

8. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement:

- i. Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or
- ii. The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:

- i. Terminate this Agreement and demand the return of any Equipment and Software to Organization;
- ii. Terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software;
- iii. Direct UTCFS to deactivate Keyholder's access to the Service or any component of the Service;
- iv. Bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or
- v. Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct UTCFS to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Plainville, Connecticut; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

11. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder acknowledges that it is impractical and difficult to assess actual damages to Organization, and

therefore agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13. WARRANTY The Equipment and Software are warranted by UTCFS against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. UTCFS shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and UTCFS by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement shall be effective and binding when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. This Agreement shall be amended only by a written agreement signed by the parties.

e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

f. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

g. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

h. This Agreement shall be governed by the laws of the State of Connecticut.

i. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

16. DESIGNATED REALTOR® RESPONSIBILITY DR confirms that DR is both a licensed Real Estate broker and a DR Member of a REALTOR® Association. DR also confirms:

a. Keyholder is in fact affiliated with DR.

b. Keyholder has a current real estate broker or salesperson license.

c. In addition to DR's obligations under Section 4 of this Agreement, DR will notify MSAOR in writing should Keyholder's affiliation with DR be terminated.

d. DR shall supervise the duties and responsibilities of Keyholder under this Agreement.

IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the date set forth in the preamble.

KEYHOLDER:

Signature: _____

eKEY Serial # _____

Print Name _____

Company Name: _____

Address: _____

City, State, Zip: _____

MLS Public ID: _____

Email Address: _____

Phone Number: _____

DR Name: _____

DR Signature: _____

ORGANIZATION:

By: _____

Title: _____

Date: _____

4 Digit PIN Code: _____

MID-STATE ASSOC OF REALTORS CREDIT CARD AUTHORIZATION

One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize Mid-State Association of REALTORS® to make a one time debit to your credit card listed below.

By signing this form you give Mid-State Association of REALTORS® permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I _____ authorize Mid-State Association of REALTORS® to charge my credit card listed below. By signing this form you give us permission to debit your account for the amount of _____ on or after _____ . This payment is for _____ (amount)
(date)

(description of goods/services)

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Account Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express			
Cardholder Name _____			
Account Number _____ - _____ - _____ - _____			
Expiration Date _____			
CVV2 (3 -4 digit number on back of Visa/MC, Discover, AMEX Card) _____			

Date	key fees w/tax
November 1, 2023-April 30, 2024	\$118.50
December 1, 2023- April 30, 2024	\$98.75
January 1, 2024- April 30, 2024	\$79.00
February 1, 2024- April 30, 2024	\$59.25
March 1, 2024- April 30, 2024	\$39.50
April 1, 2024- Oct 31, 2024	\$138.25
May 1, 2024- Oct 31, 2024	\$118.50
June 1, 2024- Oct 31, 2024	\$98.75
July 1, 2024- Oct. 31, 2024	\$79.00
Aug. 1, 2024- Oct. 31, 2024	\$59.25
Sep. 1, 2024- Oct. 31, 2024	\$39.50
Oct. 1, 2024- April 30, 2025	\$138.25

*Send completed form to: Mid-State Assoc,
73 East Main St. Plainville
389 Meadow Street, Waterbury
theresa@midstarealtors.com*