



**Appraiser Site License**  
11/2019

- 1) Print and read the following Multiple Listing Service Appraiser 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 appraisal 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](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 Appraiser 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 APPRAISER SITE LICENSE AGREEMENT**

### INTRODUCTION AND DEFINITIONS

Maine Listings owns and operates a real estate multiple listing service, Maine Listings. By participating in and/or accessing Maine Listings, Participants agree that the Maine Listings Bylaws, Rules and Regulations, this Site License Agreement, the End User License Agreement, and each as may be amended from time to time by Maine Listings, govern the qualification for and participation in and use of Maine Listings by Participants and their authorized users, any permitted vendors and each End User.

### APPRAISER QUALIFICATION REQUIREMENTS AND ACKNOWLEDGEMENT

The Participant must provide appraisal services to multiple clients and be engaged substantially in appraisal work for profit and such appraisal services must require licensure and be in compliance with the "Maine Appraiser License Rules".

The Participant and/or its End Users and each of their (if qualified) use of Maine Listings is not as an employee of a an entity which does not qualify for Participation, such as an entity which does not provide substantial appraiser services examples of unqualified uses include but are not limited to a governmental entity or political subdivision, or non profit enterprise, such as economic development companies, or moving companies bank's, credit unions, or mortgage companies.

The Participant and/or its End Users understand that access to Maine Listings and the data derisive from access may only be used for appraisal work, and may not be otherwise shared, sold or permitted to be used by persons other than the appraisers for work which requires licensure in accordance with the "Maine Appraiser License Rules." For example, distribution of sold listing data to national aggregators, moving companies or other businesses or other mining of such data for other business purposes is not permitted.

No Authorized User or End User may provide appraisal work for other than the Participant for which they are designated as an Authorized User or as an End User.

## APPRAISER MULTIPLE END USER POLICY STATEMENT

Unless the Authorized Representative signs this policy statement below, the Participant may not have multiple End Users.

All of the appraisers in a firm are employees or independent contractors, and

- 1) All of the appraisers in a firm are otherwise fully qualified individually to receive services provided by Maine Listings to individual appraisers including, for example, that appraiser be properly licensed by the Maine Department of Professional & Financial and engaged substantially in the practice of rendering appraisal services, and
- 2) The firm has a written policy prohibiting its appraiser employees and independent contractors from undertaking any appraisal assignments outside of the employment or contractual relationship with the firm. and
- 3) The licensed users will only be those licensed appraisers which the Participant will identify by licensee number and the Participant understands it is its responsibility to terminate their access if they no longer work in the "appraisal firm" or remain employed by the company. and
- 4) Employees of the Participant who are appraisers are not permitted to do appraisal work for any other company (moonlighting and such.)
- 5) The Participant understands and its appraiser End Users will understand that access to Maine Listings and the data derisive from may only be used for appraisal work, and may not be otherwise shared, sold or permitted to be used by persons other than the appraisers for appraisal work for a qualified Participant. No distribution of listing or sold data to national aggregators, moving companies or other businesses looking for business is permitted.
- 6) By signature below the Authorized Representative acknowledges that the Participant and each Authorized User is/will be continuously compliant with the above qualifications and policy statements that all of its appraiser employees or independent contractors and that Participant has a written policy statement prohibiting its employees and independent contractors from performing non-Participant appraisals. Authorized Representative also acknowledges that a list of all appraisers associated with Participant as employees or independent contractors, and End User Authorizations signed by both Authorized Representative and each Authorized User, and Notification (per Section 11.4 Maine Listings Rules & Regulations) when End User leaves employ of or is no longer associated with Participant as independent contractor, and Maine Listings reserves the right to require submission for approval in its sole discretion of the entire written policy and other documents demonstrating continuous compliance herewith.

### Sign Below If and Only If Participant Intends to Have Additional End Users.

Authorized Representative Signature: \_\_\_\_\_ (Date)

End User Signature: \_\_\_\_\_ (Date)

(Please make copies of this form for each additional End User.)

THIS AGREEMENT (hereafter Agreement) is made and entered into by and among the Maine Real Estate Information System, Inc. (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 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, and properly licensed and in good standing in accordance with the Maine Appraiser License Rules
  
- Partnership**
  - I am a General Partner (GP), or
  - \*Person Authorized by A GP, and properly licensed and in good standing in accordance with the Maine Appraiser License Rules
  
- Corporation**
  - I am the President, or
  - any \*person authorized by the entity, and properly licensed and in good standing in accordance with the Maine Appraiser License Rules
  
- Limited Liability Company (LLC)**
  - I am the President, or
  - Manager (Corporate Manager), or
  - any \*person authorized by the entity, and properly licensed and in good standing in accordance with the Maine Appraiser License Rules

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 Appraisal Certification License) as such Participant's Authorized Representative.

**Note:** Appraisers always join as individuals unless they meet additional criteria which can be found at [www.MaineListings.com](http://www.MaineListings.com), go to Forms and Documents under Governance, Maine Listings Rules and Regulations, Addendum I.

The Participant has a (select all that apply)

- Maine Real Estate Appraisal Certification

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

- Maine Real Estate Appraisal Certification: License # \_\_\_\_\_

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

- REALTOR of (Name & state of Board)

- 
- REALTOR Affiliate of (Name & 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 Authorized Representative/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 business entity, or person who, through this Agreement, after approval Maine Listings has elected to receive any service offered by Vendor and/or Maine Listings pursuant to the MLS Vendor Agreement as the same may be amended from time to time. 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® accordance with its Bylaws, Rules and Regulations, and such other related agreements or policies adopted and approved by Maine Listings from time to time. 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 business entity properly authorized to conduct business in the State of Maine.
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. The Authorized Representative must be an individual holding a current and valid license or certification to engage in real estate brokerage activity or provide appraisal services.

4. Participant's "End Users" Definition: "Participant's End Users" 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.
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 and all Authorized Users, Users, and Computerized Users and Participant's Affiliates shall each be jointly and severally 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 and including the terms of this Site License and does indemnify and hold Maine Listings harmless from violation of the terms if this agreement by any and each of the above referenced persons including Authorized Users, Users, Computerized User and Participant's Affiliates. Participant acknowledges and undertakes full responsibility for communicating to all Authorized User, Users and Computerized Users and Participant's Affiliates the full content of the Rules and Regulations and Bylaws promulgated by Maine Listings and the terms of this agreement and each subsequent changes and any changes, amendments or modifications thereto or hereto 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 to all and any persons. 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 Participant, any Authorized User, User, Computerized User or Participant Affiliate 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 15<sup>th</sup> 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 and in all cases subject to the any continuing term of the MLS Vendor Agreement. Upon execution of this Site License, and acceptance by Maine Listings, Services to the Participant and Users shall commence and shall continue for one (1) year from the date thereafter subject to the continuing effect of an unexpired term of the MLS Vendor Agreement. 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. 8/02

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. Participant assumes all loss or damage arising from suspension or termination of services and all risks, losses or damages arising from any subsequent denial of services by Maine Listings.
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 and telephone 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 each Authorized User 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 and including any right to access the services provided or available pursuant to this agreement. All transfers or assignments of any kind and nature are prohibited in whole or in part, including, without limitation, transfers which may occur by merger, acquisition, sale, transfer of ownership voluntarily or by operation of law of any interest in Participant, including granting of additional interests in the ownership of Participant, not approved in advance in writing by Maine Listings or encumbrance of any ownership interest in Participant. Simple name changes in the Participant without transfer of any interest 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 including without limitation termination.
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.

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 Appraisal Certification 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.

Once your Site License Agreement has been processed, if you would like to assign Ecommerce Rights to a billing representative, please go to [www.MaineListings.com](http://www.MaineListings.com) and log into the Member Portal. Click on the Office tab and select End User Authorization Form. Fill in the required information and select the appropriate access for Ecommerce. Once submitted you and your billing representative will receive an email with an Ecommerce User ID and password.

**(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
<b>1)REALTOR® Participant (*Appraiser Policy)</b>	<p><u>Member of the REALTOR® Association, real estate licensees or licensed &amp; certified appraisers</u>-subject to dues formula and Code of ethics; Access to full Listing database (actives, under contracts, sold, etc.)</p> <p align="center"><input type="checkbox"/> A. Computerized (CS)</p>	\$100	\$175	\$2100
<b>2)Non-Member Participant (*Appraiser Policy)</b>	<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 align="center"><input type="checkbox"/> A. Computerized (CSNM)</p>	\$925	\$234	\$2808
<b>3) REALTOR® Affiliate Appraiser Participant (*Appraiser Policy)</b>	<p><u>Affiliate member of the REALTOR® Association, a licensed or certified 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 align="center"><input type="checkbox"/> A. Computerized (CSA)</p>	\$100	\$206	\$2472
<b>*Appraiser Policy</b>	Appraisers may join as a firm provided they meet the criteria outlined in the Maine Listings Appraiser Policy Statement that can be viewed at <a href="http://www.MaineListings.com">http://www.MaineListings.com</a> .			