

INFORMATION DATA EXCHANGE ACCESS AGREEMENT

This agreement is made and entered into by and among the Charlottesville Area Association of Realtors® (“CAAR”), Greater Augusta Association of Realtors® (“GAAR”), and Harrisonburg-Rockingham Association of Realtors® (“HRAR”) the real estate firm whose name and contact information appear below (“Firm”), and the companies or individuals whose names and contact information appear below and are designated “Consultant” (“Consultants”), if any.

- 1. CAAR, GAAR, and HRAR’s Obligations.** During the term of this Agreement:

(a) CAAR, GAAR, and HRAR grant to Firm a license to: (i) display the Information Data Exchange data (“Data”) on Firm’s website; and (ii) make copies of the Data to the extent necessary to deliver the data to consumers on Firm’s website.

(b) CAAR, GAAR, and HRAR agree to provide to Firm and its Consultants: (i) access to the Data via the internet under the same terms and conditions CAAR, GAAR, and HRAR offers to other participants, all in accordance with CAAR, GAAR, and HRAR’s MLS Rules and Regulations, as amended from time to time, and any operating policies relating to the Data which may be adopted from time to time by CAAR, GAAR, and HRAR (“Rules”).
- 2. Firm’s and Consultant’s Obligations.** In the event that Firm desires to make the Data or confidential information available to any third party, Firm agrees to require such third party to execute this agreement as a Consultant. During the term of this Agreement, Firm and Consultants: shall comply with the Rules at all times, including the requirements relating to confidential information contained therein; shall notify CAAR, GAAR, and HRAR within five (5) business days of any change relating to its information, as set forth below; and, upon notification by CAAR, GAAR, and HRAR of any breach by Firm or Consultants of the Rules or this Agreement, agree to cooperate with CAAR, GAAR, and HRAR and act immediately to cure any such breach. Firm and Consultants hereby acknowledge CAAR, GAAR, and HRAR’s ownership of the copyrights in the Data.
- 3. Term and Termination.** The term of this agreement begins on the effective date set forth below, and shall terminate upon either of the following events: (i) CAAR, GAAR, and HRAR’s notice to Firm that this Agreement is terminated; or (ii) Firm’s notice to CAAR, GAAR, and HRAR that it no longer intends to display Data on its website.
- 4. General Provisions.** The obligations of Firm and Consultants set forth above shall survive the termination or expiration of this agreement. In the event of a breach by Firm or Consultants of their obligations under this Agreement, the parties agree that CAAR, GAAR, and HRAR shall be entitled to injunctive relief, without the proof of actual damages, in addition to any other forms of relief available, to the extent deemed necessary or advisable to restrain any continuing or further breach. CAAR, GAAR, and HRAR’s liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultant to CAAR, GAAR, and HRAR, if any, under this Agreement. CAAR, GAAR, and HRAR shall not be liable for any incidental or consequential damages under any circumstances, and shall have no liability for inaccuracies in the Data. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. Neither Firm nor Consultants may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of CAAR, GAAR, and HRAR. This Agreement, including the Rules, which are expressly incorporated herein by reference, contains the full and complete understanding of the parties regarding the subject matter of this Agreement.

ASSOCIATION: _____

FIRM: _____

By: _____
Association Chief Executive Officer

Designated Broker: _____

CONSULTANT: Constellation Web Solutions

URL of Firm’s Website: _____

Email Address: brokersolutions@constellationws.com

By: _____
Authorized Representative

Address: 6737 West Washington St, Suite 2120
West Allis, WI 53214

AGENT: _____

Phone Number: 425-636-6910

URL of Agent’s Website: _____

By: *Daniel Dlh* Daniel Dlh
Authorized Representative

Designated Broker's Signature Required