

MLS® AND PILLAR 9 MATRIX™ USER AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 20__

Between:

Red Deer and District Real Estate Board Co-Op Ltd. doing business as
The Central Alberta REALTORS® Association,
4922 45 Street, Red Deer, AB T4N 1K6
(hereinafter called "the Board")

OF THE FIRST PART

-and-

Applicant Information			
Full Name			
Email Address	Cell Number		
Brokerage Information			
Brokerage Name			
Address	City	Province AB	Postal Code

(hereinafter called "the User")

OF THE SECOND PART

SELECT USER TYPE: Broker Associate Broker Associate Affiliate

WITNESS THAT:

WHEREAS the Board has expended considerable effort in the development and continued enhancement of a database of real estate transaction and information related to real estate holdings in and around the City of Red Deer; and

WHEREAS the data and databases have been obtained and organized by the Board and constitute valuable, proprietary information of the Board; and

WHEREAS the Board is willing to give access to certain of this database information to the User; and

WHEREAS the User is permitted to have access to the data and database, and to use the results of the searches obtained therein only in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of payment of the computer access charge (if applicable) and the User's agreement to abide by the terms and conditions of this Agreement, the Board and the User agree as follows:

1. AGREEMENT

The Board hereby agrees to provide the User with online access to the Board's MLS® information. The User acquires no ownership with respect to the MLS® information or portions thereof, and all such rights remain with the Board.

2. COMMENCEMENT

The term of this Agreement shall commence on the date this Agreement is executed by the parties and shall remain in full effect for as long as the User remains in good standing with the Board, subject to its early termination provisions of this Agreement.

3. AVAILABILITY

The User will have access to the MLS® information at all reasonable times that the Board is in operation with the exception of those times that the Board may expect, and those times required for normal and adequate maintenance of computer hardware and software.

4. CHARGES

Our MLS® System (Pillar 9™) is charged on a per user basis for REALTOR® members and affiliates and is billed to you, the User, directly. The User agrees that the fee for the online access can be set from time to time by the Board of Directors at their sole discretion. All fees are subject to change upon the Board providing written notice to the Users. All accounts shall be due and payable to the Board within 30 days of the invoice date. Outstanding account shall accrue interest at 2% per month (24% per annum) after 30 days.

5. CORRECTION OF ERRORS

The User will notify the Board in writing of any claimed error in the system within fifteen (15) days of the User becoming aware of such errors through accessing the MLS® information. The User shall furnish the Board documentary evidence of any such claimed errors. Where, in the opinion of the Board, correction is necessary, the Board will endeavor to correct such errors but shall not be obligated to do so and shall in no case be liable to the User or any other recipient with respect to MLS® information for any loss or damage resulting from errors.

6. MAINTENANCE

The Board shall, in its best efforts, correct all errors and/or inconsistencies with the MLS® information, that are brought to the Board's attention. The Board shall promptly notify the User of any such error or inconsistencies. In the event the Board makes corrections or amendments to the MLS® information, it shall,

within a reasonable period of time, provide the User with written notice of such corrections or amendments.

7. RESPONSIBILITIES OF THE USER

The User shall be responsible for establishing and maintaining security procedures acceptable to the Board to prevent unauthorized access to MLS® information.

Please refer to Paragraphs 8.06 and 8.07 of the Provincial MLS® System Listings & Practice Rules for Alberta Realtors® to ensure compliancy regarding log-in and password information.

8. WARRANTY DISCLAIMER

The Board expressly disclaims any and all warranties with respect to the MLS® information derived there from or otherwise arising out of this Agreement.

9. LIMIT OF LIABILITY AND INDEMNITY

The Board shall not be responsible for any direct, indirect, special or consequential damages to or any other obligation or liability arising out of, or in any way connected with, this Agreement. The User shall indemnify and save the Board harmless from and against any and all claims, demands, actions, liabilities and damages, direct or indirect arising as a result or in connection with the use of the MLS® system by the User or any person, from or corporation to whom the User provides information which it derives.

10. ASSIGNMENT

This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. No party shall assign this Agreement without obtaining the written consent of the other party.

11. TITLE AND COPYRIGHT

The User shall acquire no interest or title to any MLS® information or materials derived from the Board. The User acknowledges that title to and all property rights in the MLS® information are vested in the Board. The User shall comply with, observe and be bound by all restrictions, copyright notice or other limitations on access to the MLS® information and use thereof.

12. TERMINATION BY USER

This Agreement may be terminated by the User giving Notice to the Board.

**Broker
Initials:**

I AGREE TO IMMEDIATELY NOTIFY THE CENTRAL ALBERTA REALTORS® ASSOCIATION IN WRITING, IN THE EVENT THE USER NAMED IN THIS AGREEMENT IS NO LONGER WORKING IN THE CAPACITY OF A REALTOR® MEMBER OR HAS TRANSFERRED TO ANOTHER BROKERAGE.

In accordance with Supplementary Rule 13.3, if notice of termination is not received by the Board on or before the end of the month, the User will be billed and is responsible for the subsequent monthly access fee.

13. USE OF INFORMATION

The User shall not change, alter or modify in any way whatsoever, any MLS® information. Under no circumstances shall the User store or retain any such MLS® information by any means or establish a permanent file of MLS® or statistical information for any other use or purpose whatsoever. The User is authorized to access Pillar 9™ and the MLS® database solely for their own exclusive use.

14. ENTIRE AGREEMENT

This Agreement contains the Entire Agreement between the Board and the User with respect to the subject matter thereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral relating to the subject matter, except for the Board’s Bylaws, Constitution, Rules and Regulations and Standards of Business Practice.

The laws of the Province of Alberta shall govern this Agreement and both parties agree to attorn to the jurisdiction of the Province of Alberta.

This Agreement shall not be waived or modified except by a subsequent written agreement by the Board and the User.

Please refer to the Provincial MLS® System Listings & Practice Rules for Alberta Realtors® Paragraph 8.06: MLS® System Access Security.

IN WITNESS WHEREOF the parties have set their hands and seals.

I confirm that I am a licensed REALTOR® member working for the above Brokerage.

Print Name of User	Signature of User	Date
Print Name of Broker	Signature of Broker	Date

(ensure Broker initials beside Paragraph 12)

CENTRAL ALBERTA REALTORS® ASSOCIATION

Signature of Executive Officer	Date
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