

Office Information

Primary Board Affiliation

Boise Caldwell Elmore Emmett Four Rivers Nampa
Latah County Western Magic Valley Other _____ (specify)

Office Information

Office Name: _____

Office License #: _____ Expires: _____

Office Address: _____

Office Phone: _____

Designated Broker: _____

License #: _____ Expires: _____

Contact Phone: _____ Fax: _____

Email: _____ Website: _____

PARTICIPANT AGREEMENT

This Participant Agreement (the "Agreement") is made and entered into by and between _____, a designated principal, partner or corporate officer of a real estate brokerage firm, or a branch office manager acting on behalf of a principal of a real estate brokerage firm, or as IMLS may require (the "Participant"), and IMLS.

RECITALS

WHEREAS, IMLS operates a multiple listing service ("Service" or "System") for the Southwestern Idaho Region, which territory includes Ada, Blaine, Boise, Camas, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lincoln, Minidoka, Owyhee, Payette, Twin Falls and Washington Counties in Idaho and Malheur County in Southwest Oregon. IMLS provides such Service solely to its Participants, Subscribers, and other parties authorized by IMLS;

WHEREAS, it is acknowledged by the parties that IMLS has a protectable interest in the security of the System and the data contained within the System;

WHEREAS, the undersigned broker wishes to access and utilize such Service as a Participant;

WHEREAS, the undersigned broker desires to receive Services in accordance with this agreement, and in consideration of receiving such Services, the undersigned broker agrees to abide by the mutual covenants, promises, terms and conditions as herein set forth:

AGREEMENT

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 24 of this Agreement.
2. Grant of Participation Rights in Service. IMLS will issue one "Agent ID" number to Participant. Issuance of the Agent ID number will entitle Participant to access and use the System through a System-compatible computer using Participant's own internet connection. Simultaneous access to the System using the same Agent ID is prohibited. **THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF PARTICIPANT AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER PERSON.** The Participant agrees to prohibit access to the MLS by those not authorized to use the MLS, and agrees to keep any security features, including but not limited to, Agent ID numbers confidential.
3. License to IDX Listings. Upon the receipt of a written request from Participant, in a form acceptable to IMLS, and so long as Participant, the applicable Sales Licensee or Subscriber, and/or an applicable Vendor are not in default under this Agreement, the Rules and Regulations or any agreement with IMLS, IMLS will grant to Participant, the applicable Subscriber or Sales Licensee of Participant, or the applicable Vendor a license to the IDX Listings. The license will only be granted pursuant to a License Agreement. IMLS has no obligation to grant a license to Participant, any Subscriber or Sales Licensee, or any Vendor that does not enter into a License Agreement. In addition to any applicable license fee payable by Participant, the Subscriber or Sales Licensee, and/or the Vendor, Participant shall pay to IMLS all costs and expenses incurred by IMLS in connection with any licenses and any services provided by IMLS in connection with such licenses.
4. Intellectual Property Ownership; Enforcement.
 - a. Participant acknowledges and agrees that the IMLS Database, and all copies, modifications, enhancements, and derivative works of the IMLS Database, are the property of IMLS, and all right, title, and interest in and to the IMLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other

intellectual property rights are and shall remain with IMLS. Participant hereby irrevocably assigns to IMLS any and all rights which it may have or acquire in and to the IMLS Database.

b. Participant hereby grants to IMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, copy, publish, display, and reproduce the Listing Content, to prepare derivative works of the Listing Content, and to distribute the Listing Content or any derivative works thereof. Such license shall be deemed granted as of the moment of creation without the necessity of any further action on the part of either party. Participant represents and warrants to IMLS with respect to the Listing Content for each of Participant's Listings that the Listing Content, and the license of rights in and to the Listing Content to IMLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

c. Participant agrees not to challenge IMLS's rights in and to the IMLS Database or to take any action inconsistent with the license granted to the Listing Content under this Agreement. Participant agrees to take all action and execute and deliver to IMLS all documents requested by IMLS in connection with the license granted to IMLS in and to the Listing Content. Participant further agrees to take all action and execute and deliver to IMLS all documents requested by IMLS in connection with the copyright application and registration of the IMLS Database.

d. Participant shall indemnify IMLS against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party. PARTICIPANT ACKNOWLEDGES THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT MUST OBTAIN ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING AFFILIATES, SELLERS AND THIRD-PARTY CONTRIBUTORS, AS NECESSARY FOR PARTICIPANT TO LICENSE THE LISTING CONTENT TO IMLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT. IF PARTICIPANT FAILS TO DO SO, PARTICIPANT WILL ASSUME AND REIMBURSE IMLS FOR THE COST OF DEFENDING IMLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

e. Without limiting the generality of this Section 4, but subject to the rights of participants in the IMLS' multiple listing service to opt out of inclusion with respect to Listings submitted by such participant as set forth in the Rules and Regulations, Participant acknowledges and agrees that IMLS may use and license, or otherwise grant rights in or to the IMLS Database or any or all of the Listings included in the IMLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by IMLS, unless otherwise limited by a separate agreement between IMLS and the applicable Broker or by the Rules and Regulations.

f. Participant hereby grants to IMLS all rights necessary for IMLS to protect and enforce all intellectual property rights associated with the Listing Content, including all copyrights. In accordance with the grant of such rights, Participant hereby irrevocably authorizes, empowers and vests in IMLS the right, and appoints IMLS as Participant's attorney in fact, to do the following:

i. Add watermarks or other means of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by IMLS to identify the source of any misuse, infringement, or misappropriation of any Listing Content.

ii. Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by IMLS to prevent the misuse, infringement, or misappropriation of any Listing Content.

iii. Enforce and compromise any and all intellectual property rights in the Listing Content, including all copyrights, whether such rights are held in the name of Participant or others, and take all action deemed necessary and appropriate by IMLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by IMLS, and the collection of any damages.

iv. Execute all documents, whether in the name of Participant and/or IMLS, deemed appropriate by IMLS to effect any of the foregoing.

Notwithstanding the foregoing, nothing in this Section 4.f requires IMLS to take any action against any person, firm, partnership or other entity that Participant claims may be infringing any Listing Content.

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

6. Agreement With Sales Licensees and Subscribers. Participant agrees to cause all of Participant's Sales Licensees or Subscribers who will receive access to the IMLS through Participant to enter into a subscriber agreement, in a form and substance acceptable to IMLS (a "Subscriber Agreement"), in its sole discretion.

7. Responsibility for Affiliates. Participant shall be responsible and liable to IMLS for the acts and omissions of its Affiliates or Subscribers, and shall be responsible for their compliance with the Rules and Regulations. Any failure to comply with the Rules and Regulations by an Affiliate or Subscriber shall be deemed a failure to comply by Participant, and Participant shall be responsible and liable to IMLS for any damages incurred by IMLS arising from or as a result of an Affiliate's or Subscriber's noncompliance with the Rules and Regulations.

8. No Assignment by Participant. Participant agrees that this Agreement is personal to Participant, and Participant 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 Participant's rights, duties, or obligations under this Agreement shall be null and void.

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

10. Copies and Derivative Works. Except as otherwise expressly provided in this Agreement, a separate license agreement, or the Rules and Regulations, Participant 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 IMLS Database, or any portion of the IMLS Database, including any specific Listing Content included in the IMLS Database;

b. Download, distribute, export, or transmit the IMLS Database, or any portion of the IMLS Database, including any Listing Content included in the IMLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the IMLS Database, or any portion of the IMLS Database, including any Listing Content included in the IMLS Database; or

c. Publicly display the IMLS Database, or any portion of the IMLS Database, including any Listing Content included in the IMLS Database.

d. Representations and Warranties Regarding Listings. Participant represents and warrants with respect to each Participant's Listing or change to a Participant's Listing submitted to IMLS under this Agreement and the Rules and Regulations, the following:

e. The respective Seller has assigned or licensed in writing all of Seller's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Content to Participant.

f. The Participant's Listing complies in all respects with the Rules and Regulations.

g. To the best of Participant's and any applicable Subscriber's or Sales Licensee's knowledge and after reasonable due diligence to verify the accuracy of all information in the Participant's Listing, all information included in the Participant's Listing is accurate and not misleading.

h. The Listing Content for each Participant's Listing is an original work of authorship of Participant, or Participant is the assignee or licensee of such Listing Content pursuant to an enforceable assignment or license. Except for Participant and any person or entity that has assigned his, her or its rights in accordance with Section 4 of this Agreement, no other person or entity has any rights of any nature in or to any of the Listing Content for any Participant's Listing.

i. There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Participant's Listing.

j. The Listing Content, and the assignment of rights in and to Listing Content to IMLS, do not infringe or violate any patents, copyrights, mask work rights, trademarks, trade secrets or other proprietary rights of any third party.

11. Submission of Listings. As a material condition to accessing the IMLS Database, Participant agrees to submit to IMLS all Listings in accordance with, and except as otherwise provided in, the Rules and Regulations. IMLS may refuse to accept or include in, and may remove from, the IMLS Database any Listing or Listing Content, or may require Participant to direct IMLS to modify any Listing Content, as provided under the Rules and Regulations or if IMLS determines, in its sole discretion, that such Listing or 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, Participant acknowledges that IMLS has no obligation to remove, modify or refuse to accept any Listing or Listing Content. IMLS grants to Participant a limited, non-exclusive, personal license to input Listing Content in the IMLS Database and to modify such Listing Content strictly in accordance with the terms and conditions of this Agreement and the Rules and Regulations. Participant acknowledges and agrees that any Listing or Listing Content, or any prospective Listing or Listing Content, submitted by Participant or its Affiliates may be accessible by other participants in or users of IMLS's multiple listing service, and IMLS shall have no liability to Participant for providing such other participants or users access to any Listing or Listing Content, or any prospective Listing or Listing Content.

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

13. Key/Lockbox. Participant authorizes SUPRA and IMLS to lease electronic lockbox keypads to licensed real estate agents/brokers or licensed/certified appraisers associated with Participant. Participant agrees to notify IMLS if licensee terminates the relationship with the Participant. Participant also agrees that he/she is jointly and separately liable with the keypad holders for all duties, responsibilities, indemnification and other undertakings of the keypad holders under the Key Lease Agreement, provided, however, that the agreement shall not be construed to make the keypad holder an employee of the Participant.

14. Additional Representations and Warranties of Participant. If Participant is a Broker, Participant represents and warrants the following to IMLS: (a) Participant is a REALTOR® in good standing; (b) Participant holds a current, valid real estate broker’s license; (c) Participant is a member of a Board in good standing; and (d) Participant is capable of offering and accepting cooperation and compensation to and from other participants in IMLS’s multiple listing service in accordance with the Rules and Regulations. If Participant is a Brokerage Firm, Participant represents and warrants to IMLS that Brokerage Firm is managed by and under the control of a Broker, and such Broker (a) is a REALTOR® in good standing; (b) holds a current, valid real estate broker’s license; (c) is a member of a Board in good standing; and (d) is capable of offering and accepting cooperation and compensation to and from other participants in IMLS’s multiple listing service in accordance with the Rules and Regulations. Participant further represents and warrants to IMLS that this Agreement, when executed by Participant, will be valid, binding and enforceable with respect to Participant in accordance with its terms; (a) the provisions of the services provided under this Agreement and the fulfillment of Participant’s obligations as contemplated under this Agreement are proper and lawful; (b) Participant 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; and (c) all of Participant’s Sales Licensees or Subscribers have entered into Subscriber Agreements.

15. Compliance with Governing Rules and Agreements.

a. By entering into this Agreement, Participant represents and warrants to IMLS that Participant, or its Broker if Participant is a Brokerage Firm, has read and understands, and Participant shall be bound by and at all times fully comply with and perform all of Participant’s obligations under this Agreement and the Rules and Regulations. A copy of the then-current version of the Rules and Regulations is available upon request. In addition to all other rights and remedies available to IMLS under this Agreement and the Rules and Regulations, Participant acknowledges that IMLS may levy fines against Participant for noncompliance with the Rules and Regulations as provided in the Rules and Regulations.

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

16. No Warranty. THE SERVICES PROVIDED AND LICENSE GRANTED TO PARTICIPANT UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY

WARRANTY OF ANY NATURE. IMLS 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, IMLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

17. Limitation of Liability. IMLS'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT, 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 IMLS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY PARTICIPANT TO IMLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES. WITHOUT WAIVER OF THE FOREGOING LIMITATION, IN NO EVENT SHALL IMLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF IMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMLS SHALL HAVE NO LIABILITY OF ANY NATURE TO SALES LICENSEES OR SUBSCRIBERS.

18. Injunction. IMLS and Participant agree that a breach or violation of Sections 10, 13, and 19.f of this Agreement will result in immediate and irreparable injury and harm to IMLS. In such event, IMLS 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 IMLS may have, including, without limitation, the right to seek monetary damages.

19. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until such time as Participant is no longer eligible to receive the Services or until the Participant's membership is terminated as provided in this Agreement or the Rules and Regulations

b. IMLS may terminate this Agreement, upon the occurrence of any of the following events: (1) Participant fails to pay any Fees when due; (2) Participant discloses any Confidential Information, including, without limitation, any password of Participant or a Subscriber or Sales Licensee, except as expressly provided in this Agreement; (3) Participant otherwise fails to comply in all respects with the Rules and Regulations; (4) Participant defaults under any material term or condition of any License Agreement; or (5) Participant defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination pursuant to this Section 19.b of this Agreement shall be effective at any time after IMLS has given notice to Participant of any such event

c. This Agreement may also terminate as provided under Section 23.d of this Agreement.

d. In addition to all other rights and remedies available to IMLS under this Agreement, if Participant fails to pay any Fees when due, or otherwise defaults under this Agreement, IMLS may, in its sole discretion, temporarily suspend the license granted to Participant to access the IMLS Database until all outstanding Fees have been paid in full or the default has been cured.

e. Notwithstanding anything to the contrary in this Agreement, if Participant violates or is alleged to have violated the Rules and Regulations, this Agreement and Participant's eligibility for the Service shall not be terminated in accordance with Section 19.b of this Agreement until any hearing or appeal rights of Participant, if any, have expired as provided in Section 9 of the Rules and Regulations.

f. Upon termination of this Agreement, Participant agrees to immediately destroy any printouts of the IMLS Database or Listing Content, and any copies of the IMLS Database and Listing Content in Participant's possession or under Participant's control, including in possession of any Affiliates. No pre-paid Fees will be refunded to Participant for any termination of this Agreement.

g. Upon termination of this Agreement, all licenses granted and all services provided to Participant under this Agreement shall terminate. In addition, any and all rights granted to Affiliates to access or use the IMLS Database pursuant to the Rules and Regulations or separate agreement with IMLS shall automatically terminate, unless otherwise expressly provided with respect to Subscribers or Sales Licensees under an applicable Subscriber Agreement.

h. If, for any reason, any Subscriber Agreement is terminated, Participant agrees to either assign all Participant's Listings originated by the terminated Subscriber or Sales Licensee to another of Participant's Subscribers or Sales Licensees, or request that IMLS terminate or change the status of Participant's Listings originated by the terminated Subscriber or Sales Licensee.

20. Indemnification. Participant agrees to indemnify and hold harmless IMLS, and its officers, directors, employees, shareholders and agents, 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 IMLS of any Listing or Listing Content and the inclusion of any Listing or Listing Content by Participant in the IMLS 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. IMLS shall have the right to control its own defense and engage legal counsel acceptable to IMLS.

21. Proprietary and Other Notices. Participant 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 IMLS Database or any printouts of the IMLS Database allowed under this Agreement.

22. IDX Advertising Consent. Unless Participant has made an express, written non-participation election for IMLS's Internet Data Exchange (IDX) program as described in the Rules and Regulations, Participant expressly consents to other participants in IMLS's IDX program advertising all of Participant's Listings in accordance with the IDX policy set forth in the Rules and Regulations.

23. 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 one (1) business day after notice is delivered by e-mail, to the appropriate party.

b. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. Participant acknowledges that by providing Listings to IMLS and using the services provided under this Agreement, Participant has transacted business in the state of Idaho. By transacting business in the state of Idaho by agreement, Participant voluntarily submits and consents to, and waives any defense to, the jurisdiction of courts located in Ada County, state of Idaho, 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 that 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 9, 16, or 17 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 IMLS and Participant concerning the IMLS 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 IMLS and Participant.

g. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of IMLS and Participant and is not intended to benefit any third party, including any Seller, Subscriber 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 3, 5, 7, 9, 13, 16, 17, 18, 19.f, 20, and 23 of this Agreement shall survive any termination of this Agreement, including termination pursuant to Section 23.d of this Agreement.

i. Definitions. The following terms shall have the following meanings in this Agreement:

j. Affiliates mean sales licensees, subscribers, non-principal brokers, appraisers, and any other agents or employees of Participant who may have access to the IMLS Database subject to the Rules and Regulations and any applicable agreements with IMLS.

k. Broker means a principal real estate broker or broker in charge.

l. Brokerage Firm means a real estate brokerage firm affiliated with a principal real estate broker or broker in charge.

m. 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®.

n. Board Rules and Regulations means the rules and regulations, as amended, of the Board of which a Participant is a member.

- o. Exempted Listing means a Listing which the respective Seller has refused permission to be disseminated by IMLS, or a Listing which is not required to be submitted to the IMLS, in accordance with the Rules and Regulations.
- p. IDX Listings means all of the Listings identified or defined as IDX listings in the Rules and Regulations.
- q. License Agreement means a license agreement entered into between IMLS and Participant, IMLS and a Sales Licensee or Subscriber of Participant, or IMLS and a third party at the request of Subscriber.
- r. Listing mean a real estate listing of a participant in IMLS's multiple listing service.
- s. Listing Agreement means an enforceable, written, and fully executed agreement between Participant and a Seller whereby, among other things, Participant agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided.
- t. Listing Content means all data and content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information submitted by Participant to IMLS with respect to a Listing, excepting Exempted Listings.
- u. IMLS Database means the compilation of Listings, including information for sold properties, known as the IMLS Database, as modified from time-to-time by IMLS, and which, as of the date of this Agreement, is available to Subscribers at www.intermountainmls.com.
- v. Participant means a designated principal, partner or corporate officer of a real estate brokerage firm, or a branch office manager acting on behalf of a principal of a real estate brokerage firm, who holds a current, valid real estate broker's license and is capable of offering and accepting cooperation and compensation to and from other Participants, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. A Participant is responsible for the conduct of each Subscriber affiliated with such Participant.
- w. Participant Listings means only the Listings of Participant.
- x. Rules and Regulations means the IMLS Rules and Regulations established by IMLS, as amended by IMLS from time to time.
- y. Sales Licensee means a real estate sales licensee, agent, or non-principal broker who is engaged by Participant as a sales licensee of Participant, either as an employee or independent contractor of Participant.
- z. Seller means the seller(s) or lessor(s) of a property which is the subject of a Listing at issue under this Agreement.
- aa. Subscriber means the following persons, all of whom must be affiliated with a Participant: non-principal brokers, real estate sales associates, unlicensed administrative and clerical staff, personal assistants, licensed and certified appraisers and trainees of such appraisers.

bb. Subscriber Agreement has the meaning set forth in Section 6 of this Agreement.

cc. Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Participant or a Sales Licensee or Subscriber of Participant.

Dated effective: _____, 20_____

INTERMOUNTAIN MULTIPLE LISTING SERVICE, INC.
an Idaho Corporation

By _____
Its: CEO

PARTICIPANT

Signature: _____

Printed Name: _____

Title of signatory if Participant is a brokerage firm: _____

Email: membership@intermountainmls.com

Fax: (208) 472-1916 / Toll Free (855) 441-IMLS (4657)