

## Broker Agreement

This Broker Agreement (the “Broker Agreement”) is made and accepted by \_\_\_\_\_, a principal real estate broker (the “Broker Subscriber”) for the benefit of Wasatch Front Regional Multiple Listing Service, Inc., a Utah corporation (“WFR”). This Broker Agreement is made pursuant to the Policies and Procedures of WFR (the “Policies and Procedures”). Broker Subscriber hereby requests that WFR grant a License, as such term is defined in the License Agreement, to the vendor identified on the attached Schedule A to this Broker Agreement (the “Vendor”) pursuant to the license agreement between WFR and Vendor (the “License Agreement”), the form of which is available at the website identified on the Broker Subscriber/Agent Subscriber Registration Page. This Broker Agreement applies to the particular Display Website, as such term is defined in the License Agreement, having the domain name identified on the attached Schedule A to this Broker Agreement (the “Identified Display Website”), and which has been requested by Broker Subscriber or an agent of Broker Subscriber to be included as a Display Website pursuant to a Display Website Agreement. The “Broker Subscriber/Agent Subscriber Registration Page” means the webpage of WFR which provides information applicable to Broker Subscriber and his/her Agent Subscribers in connection with the granting of a License to Vendor.

Broker Subscriber acknowledges that the License includes a license to access and display on the Identified Display Website the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Broker Subscriber hereby consents to and waives any and all claims against WFR, now existing or hereafter arising, relating to the License Agreement, including the License granted to Vendor. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to the Identified Display Website, in accordance with the terms of the License Agreement.

Broker Subscriber represents and warrants to WFR that Vendor is a Vendor, as such term is defined in the Policies and Procedures. Broker Subscriber further represents and warrants that Broker Subscriber is (i) a principal real estate broker licensed in accordance with the laws of the state of Utah, (ii) is a subscriber in good standing to WFR’s multiple listing service who has entered into a subscription agreement with WFR for such services, and (iii) is an IDX Participating Broker, as such term is defined in the Policies and Procedures. If the Display Website Agreement for the Identified Display Website was entered into by an agent of Broker Subscriber, Broker Subscriber further represents and warrants to WFR the following: (a) such agent is a licensed real estate agent of Broker Subscriber, (b) such agent has entered into a subscription agreement with WFR for WFR’s multiple listing service, (c) such agent is not in default under the Policies and Procedures, and Display Website Agreement, and (d) such a is an IDX Agent, as such term is defined in the Policies and Procedures. Broker Subscriber represents and warrants to WFR that Broker Subscriber has read and understands the terms and conditions of the License Agreement. Broker Subscriber agrees and acknowledges that WFR has no obligation to accept this Broker Agreement. Broker Subscriber further agrees and acknowledges that if this Broker Agreement is accepted by

WFR, the License granted by WFR under the License Agreement for the Identified Display Website is an accommodation to Broker Subscriber, and Broker Subscriber is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor's obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement. Specifically, Broker Subscriber is responsible for the display of all Licensed Listings strictly in compliance with the Policies and Procedures and the License Agreement, and compliance of Broker Subscriber and Broker Subscriber's agents with all other agreements with WFR, and with the applicable state rules and regulations regarding advertising and the display of listings. Broker Subscriber acknowledges his/her obligation to monitor the use, handling and display of Licensed Listings by Vendor and Broker Subscriber's agents for such compliance. Broker Subscriber agrees that, without affecting the liability and obligations of Broker Subscriber under this Broker Agreement, and specifically in connection with the License Agreement, WFR and/or Vendor may amend and modify the License Agreement without notice to or the consent of Broker Subscriber.

This Broker Agreement is effective only if accepted by WFR; provided, however, WFR shall be deemed to have accepted this Broker Agreement unless WFR has given notice to Broker Subscriber of non-acceptance within thirty (30) days of the effective date of this Broker Agreement. Any notice of non-acceptance by WFR may be delivered by e-mail to Broker Subscriber at the address maintained in the membership records of WFR.

Dated effective \_\_\_\_\_

BROKER SUBSCRIBER

\_\_\_\_\_  
[type name of broker]  
Individually

SCHEDULE A TO BROKER AGREEMENT

**Name of Vendor:**

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**Identified Display Website:**

Domain Name

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