

SUBSCRIBER CONSENT TO MONITORING

SUBSCRIBER NAME: _____

PARTICIPANT/PRINCIPAL BROKER/MANAGER: _____

FIRM NAME: _____

The River Counties Multiple Listing Service ("RCMLS") aggregates information pertaining to real property. This aggregation of information is compiled from Participants and Subscribers and is placed on a Multiple Listing Service ("MLS"). The undersigned requests access to the information as a Subscriber, defined in the MLS By-Laws, and includes Licensees and Users. A Subscriber can only obtain access to the RCMLS by going through a Participant. As a condition for access, the undersigned consents to the RCMLS monitoring the access and usage of the Subscriber.

NOW, in consideration of the access to the RCMLS, Subscriber acknowledges and agrees to the following:

1. Subscriber has no ownership or property interest in the data and information aggregated by the RCMLS and placed in the MLS data file. The aggregated data and information is the exclusive property of the RCMLS.
2. Subscriber has no ownership interest in any of their individual listings. All listings are the property of the Participant, as the Principal or Managing Broker. The access of the Subscriber may be suspended at any time by the Participant. Subscriber's access is subject to being in compliance with the Rules and Regulations and By-Laws of the RCMLS.
3. Subscriber is requesting and if such request is granted, to receive only a limited, revocable license for the access and usage of RCMLS services.
4. Subscriber stipulates that the RCMLS has a financial interest in its data and services and a legitimate business need to monitor and audit the access, usage, data, and the operations of the RCMLS.
5. Subscriber knowingly consents to the RCMLS monitoring the access and usage of any and all of the RCMLS data, information, and services by the Subscriber.

6. Subscriber expressly acknowledges that the Subscriber is familiar with the Rules and Regulations and By-Laws of the RCMLS and consents to the RCMLS sharing with or disclosing to the Participant the history or any other record concerning the access and usage of the RCMLS by the Subscriber.
7. Subscriber waives any notice of monitoring and agrees that a record of access and usage may be compiled by the absolute discretion of the RCMLS Board.
8. Subscriber agrees to indemnify and hold the RCMLS harmless for any loss, damage or claim, incurred due to the misuse of access or information and any violation of the Rules and Regulations and By-laws of the RCMLS by the Subscriber or anyone using the username and password of the Subscriber. This indemnification includes, but is not limited to reasonable attorney's fees and costs and expenses related to arbitration or litigation incurred by the RCMLS.
9. If Subscriber changes firms or no longer continues as a Subscriber, the terms of this consent shall continue as a personal obligation of the Subscriber.
10. If any provision or part of this consent form is found to be unenforceable, then the remaining portions of the consent form shall be enforceable as written with deletion of the unenforceable portion.
11. This Agreement shall be governed by the laws of the State of Tennessee.

Signed this the _____ day of _____, _____.

Signature of Subscriber

Print Name