



## **HRIS MULTIPLE LISTING SERVICE PARTICIPANT SUBSCRIBER LICENSE AND ACCESS AGREEMENT**

This Participant Subscriber License and Access Agreement (“Agreement”) is made as of the Date on the signature page below between (i) HOUSTON REALTORS INFORMATION SERVICE, INC. (“HRIS”), a Texas corporation, which owns and operates a MULTIPLE LISTING SE (“HRIS/MLS”), with offices at 3693 Southwest Freeway, Houston, Texas 77027, and (ii) the undersigned Participant Subscriber (the “Participant Subscriber”) described in Exhibit B, who, intending to be legally bound, hereby agree as follows:

### **1. INTRODUCTION**

HRIS/MLS offers an online, interactive real estate information service (the “HRIS/MLS Service”), which is accessible via the Internet through personal computers using a third-party vendor’s proprietary software. Participant Subscriber wishes to obtain, and HRIS/MLS agrees to make available to Participant Subscriber, access to HRIS/MLS Service all in accordance with the terms and conditions of this Agreement. Participant Subscriber shall comply with all HRIS/MLS Rules and Regulations provided to Participant Subscriber in connection with Participant Subscriber’s use of the HRIS/MLS Service.

### **2. HRIS/MLS SERVICE**

2.1 Information. HRIS/MLS maintains real estate information, as more fully described in Section 5, in electronic form on one or more centralized computers (the “HRIS/MLS System”) and makes such information available for access and retrieval by Participant Subscribers and other authorized users through the HRIS/MLS Service. HRIS/MLS does not review or edit the information or exercise any other form of editorial control over the information. Participant Subscriber agrees that the information obtained through the HRIS/MLS Service shall not be reproduced or electronically manipulated for any other purpose than the selling, listing or appraising of real estate, and may not be resold, licensed or otherwise distributed without the written consent of HRIS/MLS except for listing information owned by the undersigned Participant Subscriber for which Participant Subscriber has the right to use in any way Participant Subscriber chooses. Under no circumstances shall Participant Subscriber receive any form of compensation for this information from third parties.

2.2 Evaluation of Information. Participant Subscriber acknowledges that HRIS/MLS does not investigate or confirm any information which may be accessed and retrieved through the HRIS/MLS Service and, as more fully provided in Section 6, HRIS/MLS neither warrants nor endorses any such information for any purpose.

2.3 Public and Private ID. Upon execution of this Agreement, HRIS/MLS shall assign to Participant Subscriber (a) one (1) unique alphanumeric Public and Private ID and (b) Public and Private IDs for non-licensed office staff as follows: one (1) free Public and Private ID, one (1) additional free Public and Private ID for every 10 licensed agents sponsored by Participant, and additional Public and Private IDs at a charge defined in attached Exhibit A. The assigned Public and Private ID shall be personal to Participant Subscriber and Participant Subscriber’s authorized Public and Private ID holders and may not be used by any person other than Participant Subscriber and Participant Subscriber’s authorized Public and Private ID holders. Participant Subscriber shall be responsible for properly using the Public and Private ID to access and use the HRIS/MLS Service, and Participant Subscriber shall be responsible for payment of all fees specified in this Agreement which result from such use.

2.4 Security. Participant Subscriber is responsible for safeguarding and maintaining the confidentiality of the Public and Private ID and is liable for any consequences that may result from its disclosure, including but not limited to immediate termination of this Agreement and liability for liquidated damages in accordance with Section 10 in connection with the use of the HRIS/MLS Service by any unauthorized person through Participant Subscriber's Public and Private ID.

2.5 Equipment. Participant Subscriber is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, and computer software that may be necessary or useful for accessing and using the HRIS/MLS Service and for the proper use thereof. Participant Subscriber shall not be entitled to refund of Service Fees (as hereinafter provided in Section 7) or exemption from HRIS/MLS fines for a personal computer or Internet connection that is unable to access the HRIS/MLS System.

2.6 Modifications. HRIS/MLS reserves the right to modify the HRIS/MLS Service and make access to and use of any information available through the HRIS/MLS Service subject to additional terms or conditions. Participant Subscriber shall have the right to terminate this Agreement at any time without refund or pro rata fee adjustment if any modification to the HRIS/MLS Service or to the terms and conditions under which information is made available are unacceptable to Participant Subscriber.

2.7 Participant Subscriber Information. By providing any contact information, including but not limited to your email address and cellular phone number, Participant Subscriber consents to the right of HRIS which includes its parent company, the MLS and HAR.com to use and distribute to prospective consumers and other third parties, personal information concerning Participant Subscriber such as name and contact information. Participant Subscriber expressly consents to receiving communication from or be contacted by HRIS for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. Participant Subscriber agrees that HRIS may contact you in any way, including SMS messages (including text messages to your cellular device), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system, for any and all purposes. Automated messages may be played when the telephone is answered whether by you or someone else. We may also leave a message on your answering machine, voice mail, or send a message via text. You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number. You certify that your provided mobile number is true and accurate and that you are authorized to enroll the designated mobile number to receive SMS messages. You may opt-out of receiving promotional email communications by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You may only opt-out of promotional text messages by replying STOP. You acknowledge that opting out of receiving communications may impact your use of the MLS. Standard message and data rates applied by your cell phone carrier may apply to the text messages.

In addition, HRIS may collect and compile information regarding frequency of use of, or specific uses, of the MLS by all users, and may distribute, publish or disclose any information concerning frequency of use of, or specific uses, of the MLS specifically by Licensee.

2.8 HRIS/MLS Service Marks and Logos. Participant Subscriber shall have the right, during the term of this Agreement, to use the HRIS/MLS trade name and the service mark and logo for the HRIS/MLS Service in advertising, promotion and marketing materials solely for the purpose of announcing Participant Subscriber's use of the HRIS/MLS Service to prospective customers. Participant Subscriber may republish any description of the HRIS/MLS Service which has been published by HRIS/MLS, provided the description is republished on a verbatim basis; but shall not, under any circumstances, make any unauthorized representations or warranties regarding the HRIS/MLS Service or any information which may be accessed and retrieved through the HRIS/MLS Service.

2.9 Limited Publication. Participant Subscriber shall not knowingly publish any information about the HRIS/MLS Service to competitors or potential competitors of HRIS/MLS.

### **3. ACCESS TO HRIS/MLS SERVICE.**

3.1 Access. Participant Subscriber shall access the HRIS/MLS Service through an Internet connection and software furnished to Participant Subscriber by the HRIS/MLS third-party vendors upon the terms and conditions required by third-party vendor software provider.

#### 4. PARTICIPANT SUBSCRIBER AUTHORIZATION AND RESPONSIBILITY.

4.1 HRIS/MLS Subscriptions. Participant Subscriber shall be responsible for assuring all real estate licensees or licensed or certified appraisers affiliated with Participant Subscriber (“licensed agents”) that use or access the HRIS/MLS Service in any manner, subscribe to the HRIS/MLS Service individually.

4.2 Written Consent. Participant Subscriber, as the owner of the listing information provided to HRIS/MLS for use in the HRIS/MLS Service by Participant Subscriber or Participant Subscriber’s licensed agents and non-licensed office staff, including listing information transferred to the HRIS/MLS System from other computerized listing systems, hereby grants HRIS/MLS the right to reproduce, use, distribute, display and grant access to such listing information through the HRIS/MLS Service electronically and in such other form or manner, and to such third parties as HRIS/MLS deems appropriate unless Participant Subscriber elects in writing to withhold its listing information from distribution to such third parties. Participant Subscriber shall assure that any photographs, floor plans or other information pertaining to listed properties that are included in the listing information for which Participant Subscriber is the designated broker, is included in the HRIS/MLS System with the written consent of the appropriate party (e.g., homeowner, photographer, builder, architect, etc.).

4.3 Compliance. Participant Subscriber shall ensure that all licensed agents and non-licensed office staff affiliated with Participant Subscriber comply with the terms of the HRIS/MLS Participant Subscriber License and Access Agreement. Participant Subscriber shall assume full responsibility for the acts of licensed agents and non-licensed office staff affiliated with Participant Subscriber who have access to HRIS/MLS Service in any of Participant Subscriber’s offices as well as for any financial obligations which may arise by virtue of said acts by any of the licensed agents and non-licensed office staff affiliated with Participant Subscriber.

4.4 Participant Subscriber. Participant Subscriber shall, upon request by HRIS/MLS, provide the HRIS/MLS with a current list of all licensed agents and non-licensed office staff affiliated with Participant Subscriber.

4.5 Authorized Representative. Participant Subscriber represents and warrants that the individual who executes this Agreement, whether Participant Subscriber or an authorized representative of Participant Subscriber is duly authorized to enter into this Agreement and, if applicable, the Subscriber License and Access Agreements by and between HRIS/MLS and licensed agents affiliated with Participant Subscriber.

#### 5. REAL ESTATE INFORMATION.

5.1 Listing Information. If Participant Subscriber is a listing agent for real property, Participant Subscriber shall be entitled to submit to HRIS/MLS listing information for listed properties, including photographs, floor plans, and property attributes, and Participant Subscriber’s personal listing agent information. Personal listing information shall include the particular data specified on Exhibit B and shall be submitted in the format, and according to the procedures set forth on Exhibit B. Participant Subscriber shall obtain written consent to include any photographs, floor plans or other information pertaining to listed properties that Participant Subscriber includes in the HRIS/MLS System from the owner of such photographs, floor plans or other information if owned by other than Participant Subscriber. Participant Subscriber authorizes HRIS/MLS to reproduce and distribute such listing information through the HRIS/MLS Service electronically and in such other form or manner, and to such third parties as HRIS/MLS deems appropriate unless Participant Subscriber elects in writing to withhold its listing information from distribution to such third parties. Participant Subscriber shall use reasonable care to ensure the accuracy of such submitted information and shall be responsible for submitting listing information, correcting and updating all information Participant Subscriber has submitted in accordance with the HRIS/MLS Rules and Regulations. HRIS/MLS may, in its sole discretion, charge special fees for any listing information beyond the standard listing.

5.2 Optional Information. From time to time, the HRIS/MLS Service may, but shall not be obligated to, make available information other than real estate listing information, which HRIS/MLS determines is relevant to subscribers. Such information may include, but need not be limited to, public records data (such as property tax, assessment, title, mortgage and census information), mortgage qualification data and amortization schedule data.

5.3 HRIS/MLS Database. The term “HRIS/MLS Database” includes, but is not limited to the HRIS/MLS Database, all printouts of information from the HRIS/MLS Database and any publication of information from the HRIS/MLS Database.

5.4 Proprietary Rights and Restrictions. Participant Subscriber acknowledges that the information available through the HRIS/MLS Service may include textual, statistical, financial, photographic, video and audio components which are protected by United States Copyright Law. Participant Subscriber acknowledges that this information is confidential, and its use is restricted to Subscribers and Participant Subscribers of the HRIS/MLS Service. Participant Subscriber shall not reproduce, redistribute, publish, display, retransmit, broadcast, sell or license or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, sell or license any such HRIS/MLS Database information in any format to anyone. Participant Subscriber agrees to comply with any additional restrictions which may be announced by HRIS/MLS at any time regarding specific information in the HRIS/MLS Database.

5.5 Copyright Ownership. All rights, title and interest in each and every HRIS/MLS Database compilation created by HRIS/MLS, and in the ownership of the copyright therein, shall at all times remain vested in HRIS. HRIS shall have the right to license such compilations or portions thereof and any data contained therein to any entity pursuant to the terms agreed upon by the HRIS Board of Directors.

5.6 Consent to Use Information. Participant Subscriber acknowledges that the information available through the HRIS/MLS Service and its availability through the HRIS/MLS Service are subject to the continued consent of any supplying third party. If at any time any supplying third party consent is withdrawn, all information supplied by such party shall be removed from the HRIS/MLS Database.

## 6. **WARRANTY DISCLAIMER.**

PARTICIPANT SUBSCRIBER EXPRESSLY AGREES THAT THE HRIS/MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE HRIS/MLS SERVICE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, AND THAT USE OF THE HRIS/MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE HRIS/MLS SERVICE ARE AT THE SOLE RISK OF PARTICIPANT SUBSCRIBER. HRIS/MLS DOES NOT WARRANT THAT THE HRIS/MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND HRIS/MLS AND ITS THIRD-PARTY INFORMATION SUPPLIERS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE HRIS/MLS SERVICE. HRIS/MLS AND ITS THIRD-PARTY INFORMATION SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE HRIS/MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE HRIS/MLS SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 7. **SERVICE FEES.**

7.1 Fees. In consideration for the rights to access and use the HRIS/MLS Service, Participant Subscriber shall pay HRIS/MLS the following charges in accordance with the rates set forth on the Schedule of Fees and Charges included herein as Exhibit A:

(a) Initial Application Fee. A non-refundable initial application fee for issuance of the Public and Private ID and Broker Code; and

(b) Subscription Fee. A flat quarterly fee billed in advance for Participant Subscriber’s right to continuing access to the HRIS/MLS Service; and

(c) Additional Fees. Other fees and charges as set forth on Exhibit A;

(d) Reinstatement Fee. A Reinstatement Fee shall be charged any Participant Subscriber who desires to reactive his or her access to the HRIS/MLS Service following termination; and

(e) Uncollected Funds Fee. A service fee shall be charged by HRIS/MLS in the event HRIS/MLS is unable for any reason to debit Participant Subscriber's checking/savings account or credit card.

The Monthly participation fee of each Participant Subscriber shall be the amount set by the Board of Directors plus an additional amount equal to such amount of the monthly participant fee times the number of real estate brokers, salespersons, and licensed or certified appraisers who are employed by or affiliated as independent contractors or who are otherwise directly or indirectly licensed with such MLS Participant Subscriber belonging to an office located in the Jurisdiction of MLS. In calculating MLS Participation Fees payable to the MLS by a Participant Subscriber, a MLS Participant Subscriber may not be assessed any service fees for access to the MLS with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, leasing or appraising the type of properties which are required to be filed with the MLS, provided the MLS Participant Subscriber notifies the MLS in writing of the identity of any such individual and the specialty engaged in by the individual. An individual shall be deemed to be licensed with a Participant Subscriber if the license of the individual is held by the Participant Subscriber or by any broker who is licensed or affiliated with the Participant Subscriber.

7.2 Licensed Agents. Participant Subscriber is responsible for assuring all licensed agents who use or access the HRIS/MLS Service in any manner subscribe to the HRIS/MLS Service individually. The payment of fees described in 7.1 will be the responsibility of the Participant Subscriber if not paid by the Subscriber.

7.3 Payment. Participant Subscriber's checking/savings account or credit card shall be debited in advance effective on the first day of the month following Participant Subscriber's activation date and quarterly thereafter in advance.

7.4 Taxes. All fees described herein are exclusive of all federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Participant Subscriber will pay all such taxes and levies.

7.5 Changes. HRIS/MLS may change the Initial Application Fee, Subscription Fees and any of the Additional Fees at any time.

## **8. INDEMNIFICATION.**

Participant Subscriber shall protect, defend, indemnify and hold harmless HRIS, HRIS/MLS and its officers, directors, employees, agents, representatives and third-party information suppliers of and from any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) arising from any claim, demand, action or proceeding initiated by any third party against any of them based upon (a) inaccuracy of any listing information supplied for the HRIS/MLS Service by Participant Subscriber or by any of Participant Subscriber's licensed agents, (b) any unauthorized use of Participant Subscriber's Public and Private ID, (c) any unauthorized use of the HRIS/MLS Database, or (d) infringement of any proprietary or contract right of any third party as a result of the availability of such information through the HRIS/MLS Service. Participant Subscriber shall assist HRIS and HRIS/MLS, at Participant Subscriber's expense, in the defense or settlement of any claim to which this indemnification obligation applies.

## **9. TERM; TERMINATION.**

9.1 Term. The term of this Agreement shall commence upon the Date hereof and shall continue thereafter as long as Participant Subscriber pays the quarterly subscription fees and any other charges to HRIS/MLS when due unless sooner terminated in accordance with Section 9.2. This Agreement shall continue subject to cancellation by either party upon written notice to the other party.

9.2 Termination. This Agreement and the rights granted hereunder may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached

any material term of this Agreement, provided, however, Participant Subscriber may terminate at anytime for any reason by providing written notice to HRIS/MLS. Promptly upon any termination or expiration of this Agreement, HRIS/MLS shall deactivate Participant Subscriber's Public and Private ID and Broker Code, and Participant Subscriber shall have no further access to the HRIS/MLS Service. Participant Subscriber acknowledges that HRIS/MLS shall have no obligation to refund any fees or charges, or any portion thereof paid to HRIS/MLS prior to termination.

9.3 Participant Subscriber Termination. Should Participant Subscriber terminate participation in HRIS/MLS, any licensed agent subscriber and non-licensed office staff affiliated with that Participant Subscriber shall also be terminated.

## 10. UNAUTHORIZED USE OF HRIS/MLS SERVICE.

10.1 Unauthorized Use of Participant Subscriber's Public and Private ID. Participant Subscriber acknowledges that damages suffered by HRIS/MLS from access to the HRIS/MLS Service by an unauthorized third party as a result of disclosure of Participant Subscriber's Public and Private ID would be speculative and difficult to quantify. Accordingly, as a material inducement to HRIS/MLS to enter into this Agreement with Participant Subscriber, Participant Subscriber agrees that in the event that any disclosure of Participant Subscriber's Public and Private ID results in access to the HRIS/MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Participant Subscriber shall be liable to HRIS/MLS, at HRIS/MLS's option, for liquidated damages as provided in HRIS/MLS Rules and Regulations.

10.2 Unauthorized Disclosure of HRIS/MLS Database by Participant Subscriber. Participant Subscriber acknowledges damages suffered by HRIS/MLS from access to the HRIS/MLS Database by an unauthorized disclosure to a third party by Participant Subscriber would be speculative and difficult to quantify. Accordingly, as an inducement to HRIS/MLS to enter into this Agreement, Participant Subscriber agrees that in the event any Participant Subscriber makes such unauthorized disclosure of this information to any third party, Participant Subscriber shall be liable, at HRIS/MLS's option, for liquidated damages as provided in the HRIS/MLS Rules and Regulations.

## 11. EXCLUSION AND LIMITATION OF LIABILITY.

11.1 Limitations and Exclusions. NEITHER HRIS, HRIS/MLS NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR THIRD-PARTY INFORMATION SUPPLIERS SHALL BE LIABLE TO PARTICIPANT SUBSCRIBER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE HRIS/MLS SERVICE, INCLUDING BUT NOT LIMITED TO, RELIANCE BY ANY PARTICIPANT SUBSCRIBER OR AUTHORIZED USER ON ANY INFORMATION OBTAINED THROUGH USE OF THE HRIS/MLS SERVICE OR THAT RESULT FROM MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION, INTERRUPTIONS IN TELECOMMUNICATIONS OR INTERNET CONNECTIONS TO THE HRIS/MLS SERVICE, VIRUSES OR FAILURES OF PERFORMANCE, WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS OR INTERNET FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE HRIS/MLS SERVICE OR RELATED INFORMATION, RECORDS OR PROGRAMS.

11.2 Maximum Aggregate Liability. IN NO EVENT SHALL THE LIABILITY OF HRIS, HRIS/MLS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY INFORMATION SUPPLIERS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY PARTICIPANT SUBSCRIBER HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

11.3 Acknowledgment. Participant Subscriber acknowledges that HRIS/MLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties. Participant Subscriber irrevocably waives all claims against HRIS, HRIS/MLS or any of its officers,

directors, employees, agents, representatives and third-party information suppliers for any action in connection with the HRIS/MLS Service and particularly as to acts imposing liquidated damages upon Participant Subscriber or revoking Participant Subscriber's access to the HRIS/MLS Service.

**12. REMEDIES.**

Participant Subscriber acknowledges and agrees that the third-party software comprising the HRIS/MLS Service and HRIS/MLS Database are confidential and proprietary products and that in the event there is an unauthorized disclosure of such by Participant Subscriber, no remedy at law may be adequate. Therefore, Participant Subscriber agrees that in the event of such unauthorized disclosure of third-party software comprising the HRIS/MLS Service or HRIS/MLS Database, HRIS/MLS may seek injunctive relief or other equitable remedies against Participant Subscriber in addition to all available remedies at law.

**13. LEGAL FEES AND COSTS.**

In the event legal action is taken against Participant Subscriber and HRIS or HRIS/MLS prevails in obtaining equitable relief or monetary damages, Participant Subscriber will be obligated to reimburse HRIS/HRIS/MLS for the reasonable attorneys' fees, costs and expenses it incurred in pursuing such legal action. Participant Subscriber will also be responsible for any legal fees and costs incurred by HRIS/MLS in enforcing any order or collecting a judgment.

**14. MISCELLANEOUS.**

Participant Subscriber agrees and acknowledges that HRIS/MLS may change the terms of this Agreement as the result of any amendments to the HRIS/MLS Rules and Regulations. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the terms and conditions of this Agreement shall be performable in Harris County, Texas.

**EXHIBIT A**

**SCHEDULE OF FEES AND CHARGES**

**January 1, 2020**

	<u>Application *</u>	<u>Monthly *</u>
Participant Subscriber (Designated Broker/Appraiser)	\$100.00	\$85.00 (per firm)**
Subscriber (Licensed Agent/Affiliated Appraiser)	\$25.00	\$35.00
Non-Licensed Office Staff (1 free account per broker) (1 additional free account for every additional 10 licensed agents sponsored by Participant)	-0-	\$5.00
Non-Licensed Assistants (Agent Assistants)	-0-	\$5.00

\* Participant Subscriber and Subscriber Monthly fees are **payable quarterly or annually in advance** and are non-refundable and non-transferable.

\* Non-Licensed account fees are **payable annually in advance** and are non-refundable.

\* Applicable taxes will be collected from HRIS/MLS Subscriber.

\*\* To qualify as a branch office all affiliated licensees must be sponsored under the same TREC Broker, Real Estate LLC, or Corporate Broker license as the main office and maintain separate physical addresses.

\*\* All firms are required to register their name with TREC.

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Application Fee	\$100.00
Uncollected Funds Fee	\$10.00
Subscriber Transfer Fee	\$10.00
Username Change Fee	\$35.00
Fee for Listings Manually Input by HRIS/MLS Staff	\$75.00 per listing



**EXHIBIT B**  
**HRIS MULTIPLE LISTING SERVICE**  
**SUBSCRIBER INFORMATION FORM**

**NOTE: ALL FIELDS MUST BE COMPLETED**

PARTICIPANT SUBSCRIBER (Designated Broker)                       SUBSCRIBER (Licensed Agent/Appraiser)

Name  Mr.  
                   Mrs. \_\_\_\_\_  
                   Ms.      First Name                      Middle Initial                      Last Name                      Nickname

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_ County \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Cellular Phone # (\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Name of Company \_\_\_\_\_ Broker Code \_\_\_\_\_

Office Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_ County \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

Voice Mail # (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_

I would like my home phone number kept confidential:  Yes or  No

I would like my mail to go to my office address:  Yes or  No

My primary Association/Board is: \_\_\_\_\_

TEXAS REAL ESTATE LICENSE		
License Number	Date Expires	Type of License
_____	_____	_____

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

For HRIS/MLS use only	
Public ID _____	Subscriber Fee Paid: <input type="checkbox"/> Yes or <input type="checkbox"/> No Amt. _____
Broker Code _____	Application Fee Paid: <input type="checkbox"/> Yes or <input type="checkbox"/> No Amt. _____
Date Processed: _____	

Please fax, email or mail this Exhibit B along with your signed signature page of this Subscription Agreement to the following address:

**Houston Realtors Information Service, Inc.**  
**Multiple Listing Service**  
**3693 Southwest Freeway Houston,**  
**Texas 77027**  
**(713) 629-1900/Fax: (713) 629-8878 memberservices@har.com**

**IN WITNESS WHEREOF**, Participant Subscriber has executed this HRIS MULTIPLE LISTING SERVICE Participant Subscriber License and Access Agreement as of the Date set forth below.

**PARTICIPANT SUBSCRIBER**

Participant Subscriber Name: \_\_\_\_\_ (Please  
Print)

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Participant Subscriber Broker Code: \_\_\_\_\_

Participant Subscriber TREC License Number: \_\_\_\_\_

Date: \_\_\_\_\_

Please fax, email or mail this page of your Subscription Agreement along with Exhibit B to:

**Houston Realtors Information Service, Inc.  
Multiple Listing Service  
3693 Southwest Freeway Houston,  
Texas 77027  
(713) 629-1900/Fax: (713) 629-8878 [memberservices@har.com](mailto:memberservices@har.com)**



## HAR.com/Matrix Username & Password

(Please print)

Username (Applicant): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

User TREC Real Estate License #: \_\_\_\_\_ Check one:  Agent  Broker/Appraiser

Firm Name: \_\_\_\_\_ MLS Office Code: \_\_\_\_\_ :

*Please fill out this box to create your Username & Password id to log in.*



Please create your login id here:

1. **Username:** \_\_\_\_\_

**Letters and Numbers Only!** No symbols or special characters

Can use **Nicknames**, etc.

(This the Username to login to **HAR.com** & **MLS Matrix**)

2. **Password:** \_\_\_\_\_

**Password must meet the following requirements:**

- Minimum 9 characters (max is currently 12)
- At least 1 uppercase letter
- At least 1 lowercase letter
- At least 1 number
- At least 1 special character

This is where you will login online on [www.har.com](http://www.har.com).

**REALTOR® / PRO**

### Sign in

CONSUMER **REALTOR® / PRO**

Houston Association of Realtors

HAR members, MLS subscribers and Agent MAX

Username

Username

Password

Password

PLEASE NOTE: Once a Username has been assigned to a user it cannot be changed.

Signature \_\_\_\_\_

Email to: [memberservices@har.com](mailto:memberservices@har.com)

#### Bay Area Branch

17225 El Camino, Suite #190, Houston, TX 77058

#### Fort Bend Branch

6680 Greatwood Pkwy., • Sugar Land, TX 77479

#### Montgomery County Branch

25700 I-45 North, Suite 470, The Woodlands, TX 77386

(713) 62 Office (713) 629-1900 | Fax 713-629-8878 **Monday - Friday** 9:00 A.M. to 4:00 P.M.