

## Agent Agreement

This Agent Agreement (the “Agent Agreement”) is made and accepted by \_\_\_\_\_, a real estate agent (the “Agent”) who is affiliated with \_\_\_\_\_, a principal real estate broker (the “Broker”), for the benefit of Realtors<sup>®</sup> Association of Maui, Inc., a Hawaii non-profit corporation (“Licensor”). This Agent Agreement is made pursuant to the MLS Rules and Regulations of Licensor (the “MLS Rules and Regulations”). Agent hereby requests that Licensor grant a license, as such term is defined in the License Agreement (a “License”), to the Licensee identified on the attached Schedule A to this Agent Agreement as the “Licensee” (“Licensee”) pursuant to the license agreement between Licensor and Licensee (the “License Agreement”), a copy of which is available upon request from Licensor. This Agreement applies to the particular Display Websites, as such term is defined in the License Agreement, of the Agent having the domain names identified on the attached Schedule A to this Agent Agreement (the “Agent Display Website”). This Agent Agreement and each Agent Display Website must be approved by Agent’s broker and by Licensor before a specific Agent Display Website will be included as a Display Website under the License Agreement. The domain name for the Agent Display Website may be modified or changed, and additional domain names may be added, upon request of Broker and the approval of Licensor. Licensor shall be deemed to have approved such request unless Licensor has given notice to Agent of non-approval within thirty (30) days of the date of the request.

Agent acknowledges that Licensor may grant to Licensee a License to access and display on the Agent Display Websites the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Agent hereby consents to and waives any and all claims against Licensor, now existing or hereafter arising, relating to the License Agreement, including the License granted to Licensee. The License for each Agent Display Website may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to the particular Agent Display Website, in accordance with the terms of the License Agreement.

In consideration for the License granted by Licensor to Licensee with respect to the Agent Display Websites, Agent agrees to pay to Licensor a license fee for each Agent Display Website in the amount and in accordance with the payment terms set forth in the License Agreement as the Display Website license fee (the “Display Website License Fee”). Interest on all unpaid Display Website License Fees shall accrue at the rate of fifteen percent (15%) per annum until paid. Licensor agrees to pay all costs of collection of all unpaid amounts owing to Licensor under this Agent Agreement, including reasonable attorney’s fees and costs. If Agent fails to pay any Display Website License Fee when due, Licensor may, without notice, suspend and/or terminate the License for the applicable Agent Display Website(s) as provided under the License Agreement. No Display Website License Fees, or portion of Display Website License Fees, or other fees payable by Agent under this Agent Agreement will be refunded to Agent upon termination or suspension for any reason of the License for any Agent Display Website.

Agent represents and warrants to Licensor that Agent is a subscriber in good standing to Licensor's multiple listing service who has entered into a subscription agreement with Licensor for such services, and Agent's Broker is an IDX Participating Broker, as such term is defined in the MLS Rules and Regulations. Agent represents and warrants to Licensor that Agent has read and understands the terms and conditions of the License Agreement. Agent agrees and acknowledges that Licensor has no obligation to accept this Agent Agreement. Agent further agrees and acknowledges that if this Agent Agreement is accepted by Licensor, the license granted by Licensor under the License Agreement is an accommodation to Agent, and Agent's Broker, and Agent is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Licensee of all of Licensee's obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement. Specifically, Agent is responsible for the display of all Licensed Listings strictly in compliance with the MLS Rules and Regulations, and compliance with all other agreements with Licensor, and with the applicable state rules and regulations regarding advertising and the display of listings. Agent acknowledges its obligation to monitor the use, handling and display of Licensed Listings by Licensee for such compliance. Agent agrees that, without affecting the liability and obligations of Agent under this Agent Agreement, and specifically in connection with the License Agreement, Licensor and/or Licensee may amend and modify the License Agreement without notice to or the consent of Agent.

This Agent Agreement is effective only if accepted by Licensor; provided, however, Licensor shall be deemed to have accepted this Agent Agreement unless Licensor has given notice to Agent of non-acceptance within thirty (30) days of the Effective Date. Any notice of non-acceptance by Licensor may be delivered by email to Agent at the address maintained in the membership records of Licensor.

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

AGENT

\_\_\_\_\_  
\_\_\_\_\_  
Individually [Name of Agent]

SCHEDULE A TO AGENT AGREEMENT

**Name of Vendor Licensee:**

ProAgentWebsites.com

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**Domain Names for Agent Display Websites:**

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**Server IP Address**      208.53.40.40

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