

Broker Agreement

This Broker Agreement (the “Broker Agreement”) is made and accepted by _____, a principal real estate broker (the “Broker”) for the benefit of Realtors® Association of Maui, Inc., a Hawaii non-profit corporation (“Licensor”). This Broker Agreement is made pursuant to the MLS Rules and Regulations of Licensor (the “MLS Rules and Regulations”). Broker hereby requests that Licensor grant a License, as such term is defined in the License Agreement, to the licensee identified on the attached Schedule A to this Broker Agreement (the “Licensee”) pursuant to the license agreement between Licensor and Licensee (the “License Agreement”), a copy of which is available upon request from Licensor.

The Display Website, as such term is defined in the License Agreement, of the Broker or his/her brokerage firm, so long as the brokerage firm’s website is under the control and direction of Broker, shall be the website having the domain name identified on the attached Schedule A to this Agreement (the “Broker Display Website”). The domain name for the Broker Display Website may be modified or changed upon request of Broker and the approval of Licensor. Licensor shall be deemed to have approved such request unless Licensor has given notice to Broker of non-approval within thirty (30) days of the date of the request. Additional Display Websites for Broker or Broker’s brokerage firm must be requested pursuant to a separate broker agreement.

Broker acknowledges that the License includes a license to access and display on the Broker Display Website and the Agent Display Websites (defined below) the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Broker 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 may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to the Broker 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 Broker Display Website, Broker agrees to pay to Licensor a license fee for the Broker Display Website in the amount set forth in the License Agreement (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 Broker Agreement, including reasonable attorney’s fees and costs. If Broker fails to pay any Display Website License Fee when due, Licensor may, without notice, suspend and/or terminate the License for the Broker Display Website as provided under the License Agreement. No Display Website License Fees, or portion of Display Website License Fees, or other fees payable by Broker under this Broker Agreement will be refunded to Broker upon termination or suspension for any reason of the License for the Broker Display Website.

The domain names for the Display Websites of Broker’s agents, as requested by an agent of Broker pursuant to an Agent Agreement, as such term is defined in the

License Agreement, shall be identified on the attached Schedule A to this Agreement (the “Agent Display Websites”). Domain names/websites for which the License is requested by an agent under an Agent Agreement shall be included as a Display Website under the License Agreement only upon acceptance and approval of each such domain name/website and the respective Agent Agreement by Broker and Licensor.

Broker represents and warrants to Licensor that Licensee is a Licensee, as such term is defined in the MLS Rules and Regulations. Broker further represents and warrants that Broker is (i) a principal real estate broker licensed in accordance with the laws of the state of Hawaii, (ii) is a subscriber in good standing to Licensor’s multiple listing service, and (iii) is an IDX Participating Broker, as such term is defined in the MLS Rules and Regulations. Broker further represents and warrants to Licensor the following: (a) each of Broker’s agents for whom Licensee shall be developing a website under the License Agreement, and/or who will have access to the display of Licensed Listings, is a licensed real estate agent of Broker, (b) each such agent has entered into a subscription agreement with Licensor for Licensor’s multiple listing service, (c) each such agent is not in default under the MLS Rules and Regulations, and (d) each such agent has entered into an Agent Agreement, as such term is defined in the License Agreement, for each Agent Display Website. Broker represents and warrants that Broker is the principal real estate broker of each brokerage firm for which Licensee shall be developing a website under the License Agreement.

Broker represents and warrants to Licensor that Broker has read and understands the terms and conditions of the License Agreement. Broker agrees and acknowledges that Licensor has no obligation to accept this Broker Agreement. Broker further agrees and acknowledges that if this Broker Agreement is accepted by Licensor, the License granted by Licensor under the License Agreement is an accommodation to Broker, and Broker 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, Broker is responsible for the display of all Licensed Listings strictly in compliance with the MLS Rules and Regulations and the License Agreement, and compliance of Broker and Broker’s agents with all other agreements with Licensor, and with the applicable state rules and regulations regarding advertising and the display of listings. Broker acknowledges its obligation to monitor the use, handling and display of Licensed Listings by Licensee and Broker’s agents for such compliance. Broker agrees that, without affecting the liability and obligations of Broker under this Broker 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 Broker.

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

Dated effective _____

BROKER

[Name of Broker]

_____ Individually

SCHEDULE A TO BROKER AGREEMENT

Name of Vendor Licensee:

ProAgentWebsites.com

Broker Display Website:

Domain Name

Server IP Address 208.53.40.40

Agent Display Websites:

Name of Agent

Domain Name

Server IP Address 208.53.40.40
