

## 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 the Park City Board of Realtors®, a Utah corporation (“PCBR”). This Broker Agreement is made pursuant to the Rules and Regulations of PCBR (the “Rules and Regulations”). Broker Subscriber hereby requests that PCBR 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 PCBR and Vendor (the “License Agreement”), a copy of which will be made available to Broker Subscriber upon request to PCBR.

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

Broker Subscriber acknowledges that the License includes a license to access and display on the Broker Display Websites and the Agent Display Websites (defined below) 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 PCBR, 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 Broker Display Websites, in accordance with the terms of the License Agreement.

In consideration for the License granted by PCBR to Vendor with respect to the Broker Display Websites, Broker Subscriber agrees to pay to PCBR an annual non-refundable license fee for the Broker Display Website in the amount established by PCBR from time to time for display websites (the “Display Website License Fee”). The Display Website License Fee for the first year shall be due on the effective date of this Broker Agreement, and for each subsequent year, thirty (30) days prior to each anniversary of the effective date of this Broker Agreement. Interest on all unpaid Display Website License Fees shall accrue at the rate of fifteen percent (15%) per annum until paid. PCBR agrees to pay all costs of collection of all unpaid amounts owing to PCBR under this Broker Agreement, including reasonable attorney’s fees and costs. If Broker Subscriber fails to pay any Display Website License Fee when due, PCBR 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 Subscriber under this Broker

Agreement will be refunded to Broker Subscriber upon termination or suspension for any reason of the License for the Broker Display Website.

The domain names for the Display Websites of Broker Subscriber's agents, as requested by an agent of Broker Subscriber 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 Subscriber and PCBR.

Broker Subscriber represents and warrants to PCBR that Vendor is a Vendor, as such term is defined in the Rules and Regulations. 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 PCBR's multiple listing service who has entered into a subscription agreement with PCBR for such services, and (iii) is an IDX Participating Broker, as such term is defined in the Rules and Regulations. Broker Subscriber further represents and warrants to PCBR the following: (a) each of Broker Subscriber's agents for whom Vendor 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 Subscriber, (b) each such agent has entered into a subscription agreement with PCBR for PCBR's multiple listing service, (c) each such agent is not in default under the Rules and Regulations, (d) each such agent has entered into an Agent Agreement, as such term is defined in the License Agreement, for each Agent Display Website, and (e) each such Agent Subscriber is an IDX Agent, as such term is defined in the Rules and Regulations. Broker Subscriber represents and warrants that Broker Subscriber is the principal real estate broker of each brokerage firm for which Vendor shall be developing a website under the License Agreement.

Broker Subscriber represents and warrants to PCBR that Broker Subscriber has read and understands the terms and conditions of the License Agreement. Broker Subscriber agrees and acknowledges that PCBR has no obligation to accept this Broker Agreement. Broker Subscriber further agrees and acknowledges that if this Broker Agreement is accepted by PCBR, the License granted by PCBR under the License Agreement 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 Rules and Regulations and the License Agreement, and compliance of Broker Subscriber and Broker Subscriber's agents with all other agreements with PCBR, 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, PCBR 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 PCBR; provided, however, PCBR shall be deemed to have accepted this Broker Agreement unless PCBR 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 PCBR may be delivered by e-mail to Broker Subscriber at the address maintained in the membership records of PCBR.

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

BROKER SUBSCRIBER

Broker signature  
required

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

Individually

SCHEDULE A TO BROKER AGREEMENT

**Name of Vendor:**

Constellation Web Solutions

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**Broker Display Websites:**

**Domain Name**

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**Agent Display Websites:**

**Name of Agent**

**Domain Name**

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## Agent Agreement

This Agent Agreement (the “Agent Agreement”) is made and accepted by \_\_\_\_\_, a real estate agent (the “Agent Subscriber”) who is affiliated with \_\_\_\_\_, a principal real estate broker (the “Broker Subscriber”), for the benefit of the Park City Board of Realtors®, a Utah corporation (“PCBR”). This Agent Agreement is made pursuant to the Rules and Regulations of PCBR (the “Rules and Regulations”). Agent Subscriber hereby requests that PCBR grant a license, as such term is defined in the License Agreement (a “License”), to the vendor identified on the attached Schedule A to this Agent Agreement as the “Vendor” (“Vendor”) pursuant to the license agreement between PCBR and Vendor (the “License Agreement”), a copy of which will be made available to Agent upon request to PCBR. This Agreement applies to the particular Display Website(s), as such term is defined in the License Agreement, of the Agent Subscriber having the domain name(s) identified on the attached Schedule A to this Agent Agreement (the “Agent Display Websites”). This Agent Agreement and each Agent Display Website must be approved by Agent Subscriber’s broker and by PCBR before the Agent Display Website will be included as a Display Website under the License Agreement. The domain name for an Agent Display Website may be modified or changed, and additional websites may be added, upon request of Agent Subscriber and the approval of PCBR. PCBR shall be deemed to have approved such request unless PCBR has given notice to Agent Subscriber of non-approval within thirty (30) days of the date of the request. Additional Display Websites for Agent Subscriber must be requested pursuant to a separate agent agreement.

Agent Subscriber acknowledges that PCBR may grant to Vendor a License to access and display on the Agent Display Website the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Agent Subscriber hereby consents to and waives any and all claims against PCBR, 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 Agent Display Website, in accordance with the terms of the License Agreement.

Agent Subscriber represents and warrants to PCBR that Agent Subscriber is a subscriber in good standing to PCBR’s multiple listing service who has entered into a subscription agreement with PCBR for such services, and is an IDX Agent, as such term is defined in the Rules and Regulations. Agent Subscriber represents and warrants to PCBR that Agent Subscriber has read and understands the terms and conditions of the License Agreement. Agent Subscriber agrees and acknowledges that PCBR has no obligation to accept this Agent Agreement. Agent Subscriber further agrees and acknowledges that if this Agent Agreement is accepted by PCBR, the license granted by PCBR under the License Agreement is an accommodation to Agent Subscriber, and Agent Subscriber’s broker and Agent Subscriber are 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, Agent Subscriber is responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations, and compliance with all other agreements with PCBR, and with the applicable state rules and regulations regarding advertising and the display of listings. Agent Subscriber acknowledges his/her obligation to monitor the use, handling and display of Licensed Listings by Vendor for such compliance. Agent Subscriber agrees that, without affecting the

liability and obligations of Agent Subscriber under this Agent Agreement, and specifically in connection with the License Agreement, PCBR and/or Vendor may amend and modify the License Agreement without notice to or the consent of Agent Subscriber.

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

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

AGENT SUBSCRIBER

Agent signature  
required

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

SCHEDULE A TO AGENT AGREEMENT

**Name of Vendor:**

Constellation Web Solutions

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**Display Website of Agent Subscriber:**

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