

APPLICATION FOR
CHAUTAUQUA-CATTARAUGUS BOARD OF REALTORS®, INC.
MEMBERSHIP

Welcome to the Chautauqua-Cattaraugus Board of REALTORS®, Inc., I hereby apply for REALTOR® Membership in the above named Board and am enclosing my check in the amount of *\$_____ *for my Board Dues payable to CCBR. The above amount will be returned to me in the event of non-election. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws and Rules and Regulations of the above named Board, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations within one year of joining said Board. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within the timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

*Amount shown is prorated according to monthly joining.

NOTE: Applicant acknowledges that is accepted as a member and he/she subsequently resigns from the Board or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.

I hereby submit the following information for your consideration: Mr. Mrs. Miss Ms.

| | | | |
|--|------------------|--|----------|
| (First Name) | (Middle Initial) | (Last Name) | (Suffix) |
| Male <input type="checkbox"/> Female <input type="checkbox"/> | | *Date of Birth _____ (MM/DD/YYYY) | |
| License Number: _____ | | License Expiration Date: _____ (MM/DD/YYYY) | |
| Type of License: Broker Associate Broker Salesperson Appraiser | | | |
| Type of Membership: REALTOR® AFFILIATE | | | |
| Office Name: _____ | | | |
| Office Address: _____ | | | |
| Office Phone: _____ Office Fax: _____ Office E-Mail: _____ | | | |
| Office Website: _____ | | | |
| Home Address: _____ City _____ State _____ | | | |
| Home/Direct Phone: _____ *Cell Phone: _____ Accepts Text Messages: Y N | | | |
| Personal E-Mail: _____ | | | |
| Personal Website: _____ | | | |
| Preferred Mailing Address: Home Office Preferred Phone: Home Office Cell | | | |
| Are you currently a member of any other association for REALTORS®? YES NO | | | |
| If yes, name of the association and type of membership held: _____ | | | |
| NRDS ID #: _____ | | | |

* Member Response is optional

Approved by Board of Directors: 09/18/2007

NYSAR Recommended Standard Application

Have you previously held membership in any other association of REALTORS®? YES NO

If yes, name of the association and type of membership held: _____

NRDS ID #: _____

Have you ever refused membership in any other association of REALTORS® YES NO

If yes, state the basis for such refusal and detail the circumstances related thereto: _____

Have you been found in violation of the Code of Ethics or other membership duties in the past three years: YES NO
If yes, provide details as an attachment.

Do you have any Code of Ethics complaints pending? YES NO
If yes, specify the substance of each complaint in each state, the agency before which complaint was made, and the current status of the complaint as an attachment.

Have you been found in violation of state real estate licensing regulations within the last three years? YES NO
If yes, provide details: _____

Has your licensed ever been suspended or revoked? YES NO
If yeas, specify the place(s) and date(s) of such action, and detail the circumstances relating to the suspension or revocation. _____

Have you been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court competent jurisdiction of a felony or other crime? YES NO
If yes, provide details: _____

Principal/Brokers answers only

Record the names and titles of all other Principals, Partners, Corporate Officers, or Trustees of your firm.

Has your firm been found in violation of state real estate licensing regulations within the last three years? YES NO
If yes, provide details: _____

Has your firm been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of a felony or other crime? YES NO
If yes, provide details: _____

Area of Specialization:

Field of Business Descriptions

Mandatory By NAR

Please Mark "P" for Primary and "S" for Secondary
(1 Primary and up to 3 Secondary)

| <u>Residential</u> | | <u>Commercial</u> | |
|--------------------|--|-------------------|--|
| 100 | General Residential Sales | 200 | General Commercial Sales/Leasing |
| 101 | Existing Homes (Resales) | 201 | Industrial Sales/Leasing |
| 102 | New Homes | 202 | Office Sales/Leasing |
| 103 | Buyer Brokerage | 203 | Retail Sales/Leasing |
| 104 | Manufactured Homes (Including Mobile Homes) | 204 | Land Sales/Leasing |
| 105 | Residential Lots | 205 | Multi-Family Sales/Leasing |
| 106 | Resort Specialist | 206 | Property Management |
| 107 | Condominiums | 207 | Appraiser |
| 108 | International | 208 | International |
| 109 | Appraisal | 209 | Exchanges |
| 110 | Second Homes | 210 | Tenant Representative |
| 111 | Vacation Homes | 211 | Investment Sales |
| 112 | Timeshare Sales | 212 | Hotel/Leisure |
| 113 | Farm and Ranch | 213 | Residential Investment (Non-Owner Occupied |
| 120 | Brokerage Management | 220 | Brokerage Management |
| 121 | Corporate Management | 221 | Corporate Management |
| 122 | Sales Management | 222 | Trainer/Instructor/Educator |
| 123 | Trainer/Instructor/Educator | 223 | Marketing/Research |
| 124 | Marketing Research | 224 | Office Admin Support Staff-Licensed |
| 125 | Office Admin Support Staff-Licensed | 225 | Office Admin Support Staff-Unlicensed |
| 126 | Office Admin Support Staff-Unlicensed | 226 | Asset/Portfolio Management |

Other

| | | | |
|-----|-------------------------------|-----|--|
| 300 | Auctioneer | 401 | Association General Counsel-Board Attorney |
| 301 | General Appraisal | 402 | Attorney |
| 302 | General Real Estate | 424 | Elected Official-Local |
| 303 | Young Professionals Network | 432 | Home Inspector |
| 310 | Personal Assistant-Licensed | 433 | Home Repair Contractor/Supplier |
| 311 | Personal Assistant-Unlicensed | 460 | Mortgage Banker/Broker |
| 312 | Economic Development | 461 | Mortgage Loan Originator/Processor |
| 313 | Financial Services | 475 | Surveyor |
| 316 | Relocation | 480 | Termite Inspector |

* Member Response is optional

Approved by Board of Directors: 09/18/2007

NYSAR Recommended Standard Application

Please indicate any professional designations that you currently hold. (Check all that apply.)

| Name | | Date |
|--------------------------|--|------|
| <input type="checkbox"/> | ABR Accredited Buyer's Representative | |
| <input type="checkbox"/> | ALC Accredited Land Consultant | |
| <input type="checkbox"/> | CCIM Certified Commercial Investment Member | |
| <input type="checkbox"/> | CIPS Certified International Property Specialist | |
| <input type="checkbox"/> | CPM Certified Property Manager | |
| <input type="checkbox"/> | CRB Certified Real Estate Brokerage Manager | |
| <input type="checkbox"/> | CRS Certified Residential Specialist | |
| <input type="checkbox"/> | CRE Counselor of Real Estate | |
| <input type="checkbox"/> | GAA General Accredited Appraiser | |
| <input type="checkbox"/> | GREEN NAR's Green Designation | |
| <input type="checkbox"/> | GRI Graduate, REALTOR® Institute | |
| <input type="checkbox"/> | PMN Performance Management Network | |
| <input type="checkbox"/> | RCE REALTOR® Association Certified Executive | |
| <input type="checkbox"/> | RAA Residential Accredited Appraiser | |
| <input type="checkbox"/> | SRS Seller Representative Specialist | |
| <input type="checkbox"/> | SIOR Society of Industrial & Office REALTORS® | |
| <input type="checkbox"/> | SRES Seniors Real Estate Specialist | |

*Are you a registered voter? YES NO

***Educational Level**

- High School
- Some College
- Associate's Degree
- Bachelor's Degree
- Graduate Degree
- Other

***Ethnicity**

- Asian/Pacific American
- Black/African American
- Hispanic
- Native American
- White/Caucasian
- Other

*Foreign Languages spoken: _____

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. NOTE: Payments to the Chautauqua-Cattaraugus Board of REALTORS, Inc. are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds. By signing below I consent that the REALTOR® Associations (local, state, national, and their subsidiaries, if any (e.g., MLS Foundation) may contact me at the specified address, telephone numbers, fax numbers, e-mail or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Dated: _____ Signature: _____

* Member Response is optional

Approved by Board of Directors: 09/18/2007



**CHAUTAUQUA-CATTARAUGUS
BOARD OF REALTORS® , INC**

303 West Sixth Street
Jamestown, NY 14701

Phone: (716) 484-9426
Fax: (716) 484-1064

TO: All MLS Users
FROM: MLS/Computer Committee
RE: MLS Password Confidentiality

Upon recommendation of the MLS/Computer Committees, the Board of Directors has changed the MLS Rules & Regulations to incorporate abuse of passwords (giving them out to unauthorized people). The following has been added to Section 10: CONFIDENTIALITY OF MLS INFORMATION. (a) All Passwords used by Participants (DR®) and those associated with them (Users) to enter the MLS Database shall be considered confidential and exclusively for the use of authorized Participants and Users.

Put into place is a fine of \$500.00 to the DR® and thirty (30) day suspension of the User with possible thirty (30) day suspension for the entire Firm found violating the confidentiality of the MLS data, which includes giving out their password. This will be added to Section 6 (d) to deal with the consequences of password abuse as determined by a hearing according to Section 9.1.

We want each User to understand the complications and problems giving out this password could cause. Records and data can be changed, confidential remarks meant for agent eyes only can be read, expiration dates and history can be accessed and/or changed. Think of it as opening your files (and those of every other office) and saying, "Help yourself!" The liability is tremendous - especially when you consider it in terms of Agency and acting as a Fiduciary. It is NOT like giving out the old MLS Book which carried outdated data and no changes or access to confidential data could be done.

The Board has the technology in place to track passwords. The DR® (Participant) will be responsible for all those Users under his/her license. Anyone found guilty of this password abuse, can and will be charged with violation of Section 10 which will carry a fine of \$500.00 to the DR® and a Thirty (30) day suspension to the User with possible thirty (30) days suspension from the MLS for the entire firm.

We want to make sure each member of the board has been advised of the consequences of giving out their password, so there are no misunderstandings. Therefore, we would like each Participant (DR®) and User to sign that they have read this memo.

I, _____ have Read and Understood the above.

Dated _____

* This memo must be signed and returned with SoftMLS Information Sheet to obtain access to the database.

Chautauqua-Cattaraugus Board of REALTORS® , Inc.
303 West Sixth Street
Jamestown, NY 14701
716-484-9426
716-484-1064
Email: kriswhitmoreccbr@gmail.com
Website: www.cabrmls.com

MATRIX Agent Information Sheet

Each MLS agent has information on our Matrix website. Since this personal information is available on the world wide web, we feel you should be involved in the information entered for you.

Starred * items are available to the public on the REALTOR DIRECTORY.

Bolded items are required.

You may leave items blank if not required. You may enter your office address, office phone, etc. if desired.

Please e-mail us a nice photo (jpeg file, 150 x 200 pixels) of yourself for your firm's roster poster.

- **Name: (First, MI, Last)** _____
- Address: _____
- City: _____
- State: _____ Zip: _____
- Office Phone: _____ Extension: _____
- Home Phone: _____
- Cell Phone: _____ Accept Text Message: Y N
- Email: _____
- Web Page: _____
- Password: Temporary One will be assigned.
- License #: _____
- License Type: Broker Associate Broker Salesperson Appraiser Staff

Please return this by email, fax, snail mail, or in person. Do not phone it in. Thanks.

I authorize this information for the MLS web site _____
Signature & date

Board Office Only: Do Not Write in This Box

Status: A I Date: _____ Agent ID: _____
Office Code: _____ Office Name: _____
NRDS# _____
User Type: _____ User Title: _____
MUC: HBI OBI AI Instanet Super User: Y N

Regional Board: GRAR

SubBoard: Chaut-Catt

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE

a. **XpressKEY.** If selected, Organization leases to Keyholder, and Keyholder leases from Organization, the XpressKEY (the "XpressKEY") (which may be new or refurbished). The equipment and software incorporated in the XpressKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data.

b. **eKEY Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

c. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes").

d. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the XpressKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

2. SERVICE

a. The Software, the equipment incorporated in the XpressKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement. Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. **TERM** This Agreement shall commence on the date set forth in the signature block and have a term ("Term") until the date set forth on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. **EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND**

SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. TITLE AND USE The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

6. RISK OF LOSS; RETURN OF EQUIPMENT

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: XpressKEY - \$249.00; XpressKEY screen - \$40.00. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Equipment or components leased and licensed pursuant to this Agreement. All Equipment or components leased and licensed herein shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action. The obligations set forth in this Section shall survive termination of this Agreement.

8. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

11. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13. WARRANTY The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.

h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

[CONTINUED ON FOLLOWING PAGE]

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

Sub-Lease/License Agreement – Page 4

Chautauqua County Board of REALTORS®, Inc.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

For Keyholder:

For Organization:

By: _____

By: K. Whillmore

Printed Name: _____

Title: Membership

Company: _____

Mailing Address: _____

City, State, & Zip Code: _____

Email Address: _____

Phone Number: _____

Date: _____

Agent ID: _____ Board will assign

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on **December 4, 2023** unless terminated earlier as provided in Section 12 of the Agreement.

Board will assign key#

LEASED AND LICENSED PRODUCT INFORMATION:

Returned Key Serial #: _____

New Key Serial #: Choose one

XpressKEY: _____ handheld

eKEY Basic Software: _____ cellphone

Pin code: _____
(4#s)