

INFORMATION DATA EXCHANGE ACCESS AGREEMENT

This agreement is made and entered into by and among the Charlottesville Area Association of Realtors (“CAAR”), the real estate firm whose name and contact information appear below (“Firm”), and the companies or individuals whose names and contact information appear below and are designated “Consultant” (“Consultants”), if any.

1. **CAAR’s Obligations.** During the term of this Agreement:
 - (a) CAAR grants to Firm a license to: (i) display the Information Data Exchange data (“Data”) on Firm’s website; and (ii) make copies of the Data to the extent necessary to deliver the data to consumer’s on Firm’s website.
 - (b) CAAR agrees to provide to Firm and its Consultants: (i) access to the Data via the internet under the same terms and conditions CAAR offers to other participants, all in accordance with CAAR’s MLS Rules and Regulations, as amended from time to time, and any operating policies relating to the Data which may be adopted from time to time by CAAR (“Rules”).
2. **Firm’s and Consultant’s Obligations.** In the event that Firm desires to make the Data or confidential information available to any third party, Firm agrees to require such third party to execute this agreement as a Consultant. During the term of this Agreement, Firm and Consultants: shall comply with the Rules at all times, including the requirements relating to confidential information contained therein; shall notify CAAR within five (5) business days of any change relating to its information, as set forth below; and, upon notification by CAAR of any breach by Firm or Consultants of the Rules or this Agreement, agree to cooperate with CAAR and act immediately to cure any such breach. Firm and Consultants hereby acknowledge CAAR’s ownership of the copyrights in the Data.
3. **Term and Termination.** The term of this agreement begins on the effective date set forth below, and shall terminate upon either of the following events: (i) CAAR’s notice to Firm that this Agreement is terminated; or (ii) Firm’s notice to CAAR that it no longer intends to display Data on its website.
4. **General Provisions.** The obligations of Firm and Consultants set forth above shall survive the termination or expiration of this agreement. In the event of a breach by Firm or Consultants of their obligations under this Agreement, the parties agree that CAAR shall be entitled to injunctive relief, without the proof of actual damages, in addition to any other forms of relief available, to the extent deemed necessary or advisable to restrain any continuing or further breach. CAAR’s liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultant to CAAR, if any, under this Agreement. CAAR shall not be liable for any incidental or consequential damages under any circumstances, and shall have no liability for inaccuracies in the Data. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. Neither Firm nor Consultants may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of CAAR. This Agreement, including the Rules, which are expressly incorporated herein by reference, contains the full and complete understanding of the parties regarding the subject matter of this Agreement.

CAAR: Charlottesville Area Association of REALTORS®

By: _____
David R. Phillips, Chief Executive Officer

CONSULTANT: _____

Email Address: _____

Address: _____

Phone Number: _____

By: _____
Authorized Representative

FIRM: _____

Designated Broker: _____

URL of Firm’s Website: _____

By: _____
Authorized Representative

Agent: _____

URL of Agent’s Website: _____