

## XPRESS FORMS SUBSCRIPTION AGREEMENT

NORTHWEST MULTIPLE LISTING SERVICE requires all offices that desire electronic access to NWMLS forms products to complete and execute this agreement:

**Firm Name:** \_\_\_\_\_  
(As shown on Washington State license)

Doing Business as (DBA) \_\_\_\_\_

Main Office       Branch Office

**Street Address** (Main/Corporate Office): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Firm Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Office Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Designated Broker/Branch Broker:** \_\_\_\_\_ Phone: \_\_\_\_\_  
(Name as shown on Washington State license)

Designated Broker       Branch Broker

Email: \_\_\_\_\_

**IT IS HEREBY AGREED by and between Northwest Multiple Listing Service ("NWMLS") and the Designated Broker or Branch Broker identified above ("Broker") as follows:**

1. **ACCESS TO XPRESS FORMS.** Broker is not a member of NWMLS. Broker, however, desires to obtain electronic access for Broker's office to the statewide purchase and sale forms via NWMLS's proprietary forms product, Xpress Forms, pursuant to the statewide license agreement between NWMLS, Washington Realtors, and the Spokane Association of Realtors (the "Xpress Forms Master License Agreement"). After Broker pays the appropriate one-time subscription fee for access to Xpress Forms (as set forth below) and executes this Agreement, Broker and all agents, assistants and clerical staff in Broker's office ("Users") may use Xpress Forms in accordance with the terms of this Agreement and the Xpress Forms Password Nondisclosure Agreement (the "Nondisclosure Agreement"), which must be executed by each person wishing access to Xpress Forms.

2. **SUBSCRIPTION FEE.** A one-time subscription fee shall be paid for each office (i.e., a subscription fee shall be paid for the main office as well as for every branch office that desires access to Xpress Forms). Broker warrants that as of the date of this Agreement, Broker's office has the following number of Users or potential Users (check the appropriate box):

- 5 Users or less. The one-time fee for access to Xpress Forms is \$50.00.
- 6 to 25 Users. The one-time fee for access to Xpress Forms is \$75.00.

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- 26 to 50 Users. The one-time fee for access to Xpress Forms is \$100.00.
- 51 Users or more. The one-time fee for access to Xpress Forms is \$125.00.

Broker shall have no responsibility to pay for any increase in the number of Users in the future. Similarly, NWMLS shall have no responsibility to refund any portion of the fee paid for any future decrease in the number of Users in the Brokers office.

**3. USER INFORMATION.** Before access is granted to Broker or any User in Broker's office, Broker shall provide a list of the names and contact information for all Users in Broker's office. In addition, Broker shall notify NWMLS, in writing, a User is added to the office or leaves the office on a quarterly basis during the term of this Agreement.

**4. CONFIDENTIAL INFORMATION.** Broker understands and agrees that 1) the User identification number and the password that NWMLS gives to each User are strictly confidential and shall not, under any circumstances, be disclosed or shared with any other person, including but not limited to other Users; 2) all Users must provide basic contact and identifying information to NWMLS and must execute a Nondisclosure Agreement; and 3) breach of the Nondisclosure Agreement may result in termination of the User's access to Xpress Forms, which, at NWMLS's sole discretion, may be reactivated only after payment of a reactivation fee, designation of a new password, and/or execution of a new Nondisclosure Agreement. Repeated abuse may result in temporary or permanent termination of Broker's rights under this Agreement.

**5. USE OF FORMS.** Broker acknowledges that forms provided in Xpress Forms are copyrighted by NWMLS, and the rights NWMLS hereby grants Broker and Users affiliated with Broker is a nonexclusive, personal, nontransferable, non-assignable, revocable license to use the forms only when providing real estate brokerage services as defined by Washington law. Broker and Users shall not sublicense use of the forms, and Broker shall not and shall not allow Users to provide access to Xpress forms to any third party to whom they are not providing real estate brokerage services. In addition, Broker shall ensure that the forms retain the copyright information included on each form and shall not use the forms to make derivative forms in whole or in part.

**6. RESPONSIBILITY FOR USER COMPLIANCE.** Broker agrees that Broker is responsible for ensuring that all Users remain in compliance with all Xpress Forms Usage Agreements in addition to Broker's own obligations under this Agreement. Broker shall also be responsible for ensuring that all Users remain in compliance with the NWMLS Rules and Regulations that are applicable to the forms, as they may be amended or adopted from time to time, which are incorporated by this reference.

**7. TERM AND TERMINATION.** This Agreement shall commence on the date it is fully executed by all parties, shall remain in effect for one (1) year, and shall automatically renew for successive one (1) year terms unless terminated earlier by either party. Broker may terminate this Agreement at any time after providing written notice to NWMLS of termination, but Broker shall not be entitled to any refund of the fee paid for access. NWMLS may terminate this Agreement in the event of breach by Broker. In addition, if the Master License Agreement is terminated, NWMLS shall have no further obligation to provide access to Xpress Forms to Broker or Users. NWMLS may also terminate this Agreement by giving Broker 60 days written notice of termination before the end of the first term or any renewal thereof. NWMLS retains the right, in its sole discretion, to modify the terms of this Agreement or the Nondisclosure Agreement upon notice to Broker (which may be in writing or via electronic means). If Broker fails to terminate this Agreement within thirty (30) days of such notice, Broker shall be deemed to have accepted the terms, as modified.

**8. BREACH.** In addition to any other remedy set forth in this Agreement, if Broker or any User affiliated with Broker breaches the Xpress Forms usage agreements, NWMLS shall have the right to (a) disable Broker's (and all Users affiliated with Broker) access to Xpress Forms immediately and without notice and terminate this Agreement and any license granted herein immediately; (b) recover from Broker actual damages incurred by reason of such breach; (c) obtain injunctive relief to prevent the unauthorized disclosure of identification numbers or passwords; to prevent further use of Xpress Forms; or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or equity. If either party employs attorneys for any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Broker agrees that any lawsuit involving this Agreement

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shall be filed and prosecuted in King County, Washington.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and complete understanding of the parties with respect to Broker's subscription to Xpress Forms. It replaces any prior agreement, and it shall not be modified or supplemented except in writing, which shall be signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth next to their respective signatures, below.

**NORTHWEST MULTIPLE LISTING SERVICE**

**BROKER**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_  
Date: \_\_\_\_\_

If this Agreement is for a branch office, the Designated Broker of the main office shall also sign this Agreement, agreeing thereby to ensure compliance with this Agreement by the Branch Office and the Branch Broker.

\_\_\_\_\_  
Designated Broker  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_