

## XPRESS FORMS SUBSCRIPTION AGREEMENT

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

**Real Estate Firm Name:** \_\_\_\_\_ (“Firm”)  
(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 Manager:** \_\_\_\_\_ Phone: \_\_\_\_\_  
(Name as shown on Washington State license)

Designated Broker       Branch Manager

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

Local Association of Realtors Membership: \_\_\_\_\_  
(Name of Association)

State Association of Realtors Membership: \_\_\_\_\_  
(Name of Association)

Secondary Association of Realtors Membership: \_\_\_\_\_  
(Name of Association – if applicable)

**IT IS HEREBY AGREED by and between NWMLS and the Firm as follows:**

1. **ACCESS TO XPRESS FORMS.** Firm is not a member of NWMLS. Firm warrants that it is a member of the local Realtor association and State association identified above. Firm desires to obtain access to the statewide transaction 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 “Master License Agreement”). After Firm pays the applicable one-time subscription fee (as set forth below) and executes this Agreement, all Firm’s brokers, assistants and clerical staff (“Users”), who are also a member of Washington Realtors, may use Xpress Forms in accordance with the terms of this Agreement and the Password Nondisclosure Agreement (the “Nondisclosure Agreement”), which must be executed by each User.

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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). Firm warrants that as of the date of this Agreement, the office subject to this Agreement 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 (plus sales tax).
- 6 to 25 Users. The one-time fee for access to Xpress Forms is \$75.00 (plus sales tax).
- 26 to 50 Users. The one-time fee for access to Xpress Forms is \$100.00 (plus sales tax).
- 51 Users or more. The one-time fee for access to Xpress Forms is \$125.00 (plus sales tax).

Firm 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 subject office.

3. **USER INFORMATION.** Before access is granted to Firm or any User, Firm shall provide a list of the names and contact information for all Users in the subject office. Firm shall notify NWMLS when a User is added to the subject office or leaves the office on a quarterly basis during the term of this Agreement. In addition, Firm shall promptly notify NWMLS if Firm or any individual User terminates its membership with Washington Realtors.

4. **CONFIDENTIAL INFORMATION.** Firm 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 Firm's rights under this Agreement.

5. **USE OF FORMS.** Firm acknowledges that forms provided in Xpress Forms are copyrighted by NWMLS, and the license NWMLS hereby grants Firm and Users 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. Firm and Users shall not sublicense use of the forms, and Firm shall not and shall not allow Users to provide the forms to any third party to whom they are not providing real estate brokerage services. In addition, Firm and Users shall ensure that the forms retain the copyright information included on each form, shall not use the forms to make derivative forms in whole or in part, and shall not republish the forms on the Internet or in any other medium.

6. **RESPONSIBILITY FOR USER COMPLIANCE.** Firm is responsible for ensuring that all Users remain in compliance with this Agreement, the Nondisclosure Agreement, and any NWMLS Rules and Regulations related to the forms, as they may be amended or adopted from time to time, which are incorporated by this reference. Firm is responsible for ensuring that all Users maintain membership to Washington Realtors.

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. Firm may terminate this Agreement at any time after providing notice to NWMLS of termination, but Firm shall not be entitled to any refund of the fee paid for access. NWMLS may terminate this Agreement in the event of breach by Firm. In addition, if the Master License Agreement is terminated or if Firm terminates its membership with Washington Realtors, NWMLS shall have no further obligation to provide access to Xpress Forms to Firm or Users. NWMLS may also terminate this Agreement by giving Firm notice of termination 60 days 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 Firm. If Firm fails to terminate this Agreement within thirty (30) days of such notice, Firm shall be deemed to have accepted the terms, as modified.

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8. **BREACH.** In addition to any other remedy set forth in this Agreement, if Firm or any User affiliated with Firm breaches this Agreement,, NWMLS shall have the right to (a) disable Firm's (and all Users affiliated with Firm) access to Xpress Forms immediately and without notice and terminate this Agreement and any license granted herein immediately; (b) recover from Firm 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 and NWMLS 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. Any lawsuit related to this Agreement shall be filed and prosecuted in King County, Washington.

9. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and complete understanding of the parties with respect to Firm'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**

**DESIGNATED BROKER / BRANCH MANAGER**

\_\_\_\_\_  
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 Manager

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