

PARTICIPANT CONSENT TO MONITORING

PARTICIPANT NAME: _____

FIRM: _____

The River Counties Multiple Listing Service ("RCMLS") aggregates information pertaining to real property. This aggregation of information is compiled from Participants and Subscribers and is placed on a Multiple Listing Service ("MLS"). The undersigned requests access to the information as a Participant acting as Principal Broker of the above named Firm or as an Appraiser. As a condition for access, all Participants and Subscribers shall consent to the RCMLS monitoring the access and usage of the Participants and Subscribers.

NOW, in consideration of the access and participation in the RCMLS, Participant acknowledges and agrees to the following:

- 1.** Participant has no ownership or property interest in the data and information aggregated by the RCMLS. The aggregated data is the exclusive property of the RCMLS.
- 2.** Participant acknowledges that Participant is familiar with the Rules and Regulations and By-Laws of the RCMLS.
- 3.** In consideration for access to RCMLS services, Participant agrees that Participant's access to and usage of RCMLS services and information may be monitored for the purposes of audit, monitoring and compliance with the Rules and Regulations of the RCMLS, which includes but is not limited to:
 - a.** monitoring the compliance of the Participants and Subscribers with contract provision prohibiting sharing of passwords and unauthorized access to RCMLS data, information, and services;
 - b.** monitoring unauthorized distribution of information;
 - c.** protecting the integrity of the data of the RCMLS;
 - d.** prohibiting any activities that may be a violation of the Tennessee Real Estate Brokerage Act, any other state or federal law, or that may pose harm to consumer; and

- e. for any other good cause approved by the RCMLS Board of Directors.
4. Participant is requesting, and if such request is granted, will receive only a limited, revocable license for access to and usage of RCMLS services.
 5. Participant stipulates that the RCMLS has a financial interest in its data and services and a legitimate business need to monitor and audit the access, usage, integrity of data and operations of the RCMLS.
 6. Participant knowingly consents to the RCMLS monitoring the Participant's access and use of any and all of the RCMLS data, information and services.
 7. Participant waives any notice of monitoring and agrees that a record of access and usage may be compiled by the absolute discretion of the RCMLS Board.
 8. Participant agrees to indemnify and hold the RCMLS harmless for any loss, damage or claim, incurred due to the misuse of access, information or any violation of the Rules and Regulations and By-laws of the RCMLS by the Participant or anyone using the username and password of the Participant. This indemnification includes, but is not limited to reasonable attorney's fees and costs and expenses related to arbitration or litigation incurred by the RCMLS.
 9. If Participant no longer continues as a Participant in the RCMLS, the terms of this consent shall continue and shall continue as a personal obligation of Participant.
 10. If any provision or part of this consent is found to be unenforceable, then the remaining portions of the consent shall continue to be enforceable as written with deletion of the unenforceable portion.
 11. This Agreement shall be governed by the laws of the State of Tennessee.

Signed this the _____ day of _____, _____.

Signature of Participant

Print Name