



SCHEDULE "B"
MLS® RECIPROCITY – REPRESENTATIVE AGREEMENT

THIS AGREEMENT, dated and effective as of _____, 20____ (the “**Effective Date**”) between the **FRASER VALLEY REAL ESTATE BOARD**, of 15463 – 104th Avenue, Surrey, British Columbia, V3R 1N9 (the “**Board**”), and the following corporate member of the Board (the “**MLSR Corporate Member**”);

MLSR Corporate Member: _____

Address: _____

Telephone: _____ **Fax:** _____

Website Address: _____

and the following Representative of the MLSR Corporate Member (“**Representative**”).

Representative: _____

Address: _____

Telephone: _____ **Fax:** _____

Website Address: _____

Your Email Address: _____

Website Developer: RealtyNinja Services Ltd.

Website Developer Email Address: www.realtyninja.com

WITNESSES THAT WHEREAS:

- A. The MLSR Corporate Member is a corporate member of the Board.
- B. The Representative is a member of the Board whose license is issued and maintained in the office of the MLSR Corporate Member.
- C. The MLS® Rules provide for a program which allows corporate members of the Board who have not opted out of the program and corporate members of other real estate boards and associations that have agreed to take part in the program to provide access on their Internet websites to certain MLS® property information supplied by the Board (the “**MLS® Reciprocity program**”).
- D. The MLSR Corporate Member has not opted out of the MLS® Reciprocity program and is receiving access to the MLS® property information pursuant to the terms of an MLS® Reciprocity – Corporate Member Agreement entered into between the MLSR Corporate Member and the Board.

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E. The MLSR Corporate Member has requested that the Board give the Representative access to the MLS® property information supplied by the Board. The Representative wishes to receive access to the MLS® property information pursuant to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of sufficiency of which each party acknowledges, the parties agree as follows:

1. **Definitions.** In this Agreement:

- (a) **“Board’s Property”** means the MLSR Object, the Board’s Trade-marks and all Intellectual Property in and to the foregoing;
- (b) **“Board’s Trade-marks”** means the trade-marks set out in Schedule “C” and any other trade-marks which the Board includes within the scope of this Agreement from time-to-time and all other trade-marks, trade names and domain names registered, applied for or used by on behalf of the Board;
- (c) **“Customization Services”** means the service described in Section 5(c);
- (d) **“Intellectual Property”** means all intellectual property and other proprietary rights and interests throughout the world, whether existing now or coming into effect in the future, including, without limitation, patents, inventions, copyrights, industrial designs, integrated circuit topographies, mask works, design patents, utility models, petty patents, trade secrets, confidential information, trade-marks, domain names, business names, goodwill, all applications to register or perfect the foregoing, and all rights to file such applications;
- (e) **“Rules of Cooperation”** and **“MLSR Rules”** means the Rules of Cooperation adopted by the Fraser Valley Real Estate Board, the Real Estate Board of Greater Vancouver and the Chilliwack and District Real Estate Board as may be amended from time to time.
- (f) **“MLSR Corporate Member’s Data”** means property data regarding the listings of the MLSR Corporate Member;
- (g) **“MLSR Data”** means MLS® property data regarding the listings of corporate members of the Board and corporate members of other real estate boards and associations that participate in the MLS® Reciprocity program;
- (h) **“MLSR Object”** means the Board-hosted website components which permit the searching and display of the MLSR Data within a frame on the Representative’s Website; and
- (i) **“Representative’s Website”** means the website at the Representative’s address set out above the recitals, or such other address as the Board approves of in writing from time to time.

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2. **License.** Subject to the terms and conditions of this Agreement, the Board grants to the Representative a limited, non-transferable, non-exclusive license to:

- (a) display the MLSR Data (unaltered and in the format provided by the Board) within a frame on the Representative's Website for personal, non-commercial use by the Representative's customers and potential customers,
- (b) use the MLSR Object to display the MLSR Data in the manner described above, and
- (c) use the Board's Trade-marks and the copyright in the design elements of the Board's Trade-marks in association with the display of MLSR Data as described above.

3. **Representative's Obligations.**

The Representative:

- (a) will comply with the Rules of Cooperation which are in effect from time-to-time and any other rules, policies and procedures communicated by the Board to the Representative from time-to-time regarding the MLS® Reciprocity program and the MLSR Data. The Representative acknowledges and agrees that remedies available to the Board under this Agreement are in addition to any remedies available to the Board under the Board's bylaws;
- (b) except as explicitly set out in Sections 2 and 3(a), will not, nor will it permit any other person or entity to, use, operate, display, link-to, frame, publish, distribute, transfer, reproduce, store, sell, license, rent or in any other way obtain the benefit of the MLSR Object or any of the MLSR Data (other than the MLSR Corporate Member's Data); or
- (c) will not remove, alter or obscure any trade-mark, copyright, disclaimer or other notices contained within the MLSR Data;
- (d) may, at its option, develop, host and maintain the Representative's Website itself or through any other person or entity, or may enter into a further agreement with the Board for the Board to provide those services;
- (e) is solely responsible for obtaining, maintaining and configuring all hardware, software, telecommunications and other equipment necessary to allow the Representative to host and operate the Representative's Website and access the MLSR Data;
- (f) will not, and will not assist, permit or encourage any other person or entity to, directly or indirectly do anything or omit to do anything that might impair, jeopardize, violate, infringe, dilute, depreciate, prejudice, derogate from, tarnish or disparage the Board's Property;

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- (g) will not, and will not assist, permit or encourage any other person or entity to, claim, use, display, reproduce or apply to register, record or appropriate any trade-mark, trade name, business name, copyright, or design that in whole or in part reproduces or resembles any of the Board's Trade-marks or is confusing with any of those marks or is derived from or based upon any of those marks;
- (h) will not, and will not assist, permit or encourage any other person or entity to, use, display, register, apply for, reserve, or otherwise attempt to acquire rights in any Internet domain name, universal resource locator, telephone number, address, identification code, or any other identifier that incorporates, reproduces, is confusing with, is derived from, or is based on any of the Board's Trade-marks, in whole or in part;
- (i) will promptly execute and deliver any written consents or other instruments that the Board, acting reasonably, considers necessary to protect the Board's Property and the MLSR Data;
- (j) will, upon request of the Board, provide the Board information in sufficient detail to enable the Board to verify the Representative's compliance with this Agreement;
- (k) will act with the utmost good faith in all its dealings with the Board and will not carry on any activity that conflicts with this obligation.

4. MLSR Corporate Member's Consent.

The MLSR Corporate Member:

- (a) consents to the Representative entering into this Agreement.

5. The Board's Obligations.

The Board:

- (a) will, subsequent to the execution of this Agreement by both parties, provide to the Representative a link to the MLSR Object;
- (b) will host the MLSR Data on the Board's servers;
- (c) will, upon the Representative's request and at the Representative's cost, customize the MLSR Object for the Representative;
- (d) will act with the utmost good faith in all its dealings with the MLSR Corporate Member and the Representative and will not carry on any activity that conflicts with this obligation.

6. Term. The term of this Agreement will commence on the Effective Date and will continue unless terminated pursuant to Section 7.

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7. **Termination.** The MLSR Corporate Member or the Board may, by notice given in writing, terminate this Agreement upon the occurrence of any of the following events:

- (a) if the Representative materially defaults in the performance or observance of any of its obligations under this Agreement and fails to remedy the default within 14 calendar days after receiving a written demand to do so from the Board;
- (b) if the Representative has materially defaulted in the performance or observance of any of its obligations under this Agreement more than 3 times in any 12 month period, regardless of whether those defaults have been remedied;
- (c) if the MLSR Corporate Member ceases to participate in the MLS® Reciprocity program or ceases to be a corporate member of the Board or is terminated or suspended from corporate membership in the Board;
- (d) if the MLSR Corporate Member's or the Representative's right to take part in the MLS® Reciprocity program or to have access to the MLSR Object or MLSR Data has been suspended or terminated pursuant to an order under Appendix B of the Board's bylaws;
- (e) if the MLSR Corporate Member or the Representative becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the MLSR Corporate Member or the Representative, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the MLSR Corporate Member or the Representative and is not dismissed within 14 calendar days following commencement thereof; and
- (f) if the Board has provided notice to the MLSR Corporate Member and the Representative that the Board intends to:
 - (i) discontinue or materially change the MLS® Reciprocity program; or
 - (ii) stop providing MLSR Data to corporate members in the manner provided in this Agreement.

The Representative may terminate this Agreement by giving the Board and the MLSR Corporate Member at least 30 days prior written notice thereof.

Any party giving notice under this section shall provide a copy of such notice to all other parties to this Agreement.

8. **Suspension of Access.** In addition to the Board's right to terminate the Agreement pursuant to Section 7 the Board may immediately suspend the Representative's access to the MLSR Object and the MLSR Data if the Representative's default is determined by the Board to be detrimental to the MLS® Reciprocity program or the Board's Property.

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9. **Effect of Termination.** Forthwith on termination of this Agreement the Representative will:
- (a) cease all use of the Board's Property and terminate its link to the Board's servers; and
 - (b) return to the Board all items of the Board's Property which are then in the possession or control of the Representative.
10. **Disclaimer.** The MLSR Data, MLSR Object and the Customization Services are provided on an "as is" and "as available" basis. The Board represents and warrants that it has used commercially reasonable care in compiling the information contained in the MLSR Data, but the Board does not represent or warrant that the MLSR Data is accurate, complete or current, or that the provision of the MLSR Data will be uninterrupted or error-free. As the sole remedy for breach of the above warranty, the Board will (if so requested by the MLSR Corporate Member and the Representative) notify the member or Board originally supplying the data and request that the data be updated. The warranty contained in this section is in lieu of all other express, implied, statutory and other warranties, representations and conditions, including warranties, representations and conditions of merchantability, title non-infringement, fitness for a particular purpose and durability of the MLSR Data, the MLSR Object and the Customization Services.
11. **Release and Indemnity.** The MLSR Corporate Member and the Representative hereby release and forever discharge the Board its directors, officers, employees, servants and agents (the "Board Releasees") from and against all manner of claims, actions, causes of actions, suits and demands whatsoever at law or at equity the MLSR Corporate Member and the Representative may at any time have by reason of or in connection with or arising directly or indirectly from the MLS® Reciprocity program and this Agreement and will indemnify and hold harmless the Board Releasees from and against any and all damages, injuries, liabilities, costs and expenses that may be incurred by the Board Releasees in connection with:
- (a) any wares, services or business of the MLSR Corporate Member and the Representative;
 - (b) any negligent or wrongful conduct of the MLSR Corporate Member, its directors, officers, employees, servants and agents or the Representative; and
 - (c) the use by the public and other end users of any of the MLSR Data as contemplated in this Agreement.
12. **Time of Essence/Waiver.** The timely performance and observance of the parties' obligations is an essential condition of this Agreement. If any party waives a particular default of another party, that will not affect or impair the waiving party's rights regarding any other default.
13. **Currency.** All references in this Agreement to payments and monetary amounts mean lawful currency of Canada.

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14. **Communication.** All communication required or permitted by this Agreement to be made by any party to another will be made in writing and be delivered by hand, double registered mail or fax at the addresses and numbers set-out above, or to such other addresses or fax numbers of which a party gives the other notice from time-to-time. Proof of delivery in that manner will constitute proof of receipt.

15. **Governing Law and Courts.** The interpretation, construction, and enforcement of this Agreement will be governed in all respects by the laws prevailing in the province of British Columbia, Canada, and all disputes relating to this Agreement will be resolved in the courts of British Columbia. The parties attorn to the jurisdiction of the Supreme Court of British Columbia in respect of all disputes between them relating to this Agreement or any of the Board's Property.

16. **Further Assurances.** The Board and the MLSR Corporate Member and the Representative will execute and deliver to each other any additional instruments and take any additional steps that may be required to implement the intent expressed in this Agreement.

17. **Assignment and Sublicensing.** The MLSR Corporate Member and the Representative will not assign, license, sublicense, grant, or give a third party any other type of interest in this Agreement or the Board's Property, except as specifically set-out in this Agreement, and any such assignment without consent shall be null and void.

18. **General.** This Agreement will bind and enure to the benefit of the parties hereto and their lawful successors and permitted assigns. This Agreement sets out the entire agreement between the parties regarding the subject matter that it covers, and supersedes all previous dealings, understandings, and expectations of the parties regarding that subject matter. There are no representations, warranties, or conditions between the parties relating to that subject matter except as expressly set out herein and in the instruments, if any, executed and delivered pursuant hereto. No amendment, modification, supplement, or other purported alteration of this Agreement shall be binding upon the parties hereto unless it is in writing and is signed on behalf of both the parties by their duly authorized representatives.

**FRASER VALLEY REAL
ESTATE BOARD**

CORPORATE MEMBER (please print)

by: _____
Authorized Signatory

by: _____
Authorized Signatory


REPRESENTATIVE (please print)

by: _____
Signature

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SCHEDULE "C"

Trade-marks

MARK	REGISTRATION No.	REGISTRATION DATE	COUNTRY OF REGISTRATION
	TMA555,689	Dec. 19, 2001	Canada