



Multiple Listing Service of Hilton Head Island, Inc.

Email to: memberservices@hiltonheadmls.com
Form must be typed, handwritten forms will not be accepted.

ASSOCIATE MEMBER / NLSA APPLICATION & CHANGE ORDER FORM

- New Associate Member
New Non-Licensed Sales Assistant (NLSA)
Delete Associate Member/NLSA
Transfer Associate Member
Public ID#
Team ID#/Team Name

Real Estate Office Information:

Office Name
Name of BIC/Head Appraiser
Office ID#
Branch Office Location (if applicable)

Applicant Information:

Name
Street Address
City, State, Zip
Mobile Phone#
Contact Phone#
Phone# for Internet
Current Email
SCORE LIC#
Name on SCORE License
Language(s) Spoken
Birth Month/Day
NRDS#
Are you a member of:
Hilton Head Area Assoc. of Realtors
Beaufort County Assoc. of Realtors
Savannah Area Realtors
Other Realtor Association:

Phone/Tablet Model: (required for e-Key; Windows phone not currently compatible.)
Android
Blackberry
iPhone
iPad

List all applicant websites and/or URLs

Website 1
Website 2
Blog
Twitter
Facebook
LinkedIn
YouTube
Pinterest

NAR Designations (check all that apply)

- Accredited Buyer's Representative / ABR
Certified International Property Specialist / CIPS
Certified Residential Specialist / CRS
NAR's Green Designation / GREEN
REALTOR Association Certified Executive / RCE
Society of Industrial and Office REALTORS / SIOR
Broker Price Opinion Resource (BPOR)
Accredited Land Consultant / ALCsm
Certified Property Manager / CPM
Counselor of Real Estate / CRE
Graduate, REALTOR Institute / GRIsm
Residential Accredited Appraiser / RAAsm
Seniors Real Estate Specialist / SRES
e-PRO
Certified Commercial Investment Member / CCIMsm
Certified Real Estate Brokerage Manager / CRBsm
General Accredited Appraiser, GAA
Performance Management Network / PMN
Seller Representative Specialist (SRS)
At Home With Diversity / AHWD
Military Relocation Professional / MRP

Other Active Licenses: Property Manager, Home Inspector, Builder, Mortgage Broker (NMLS), Insurance, No other Active Licenses

By signing below, I understand that I must attend mandatory orientation; fees are non-refundable after orientation date is confirmed, and No-Show fee is \$50. I agree to abide by all HHIMLS Rules & Regulations, By-Laws, and Compliance Guidelines.

Signature of Applicant

Date

For Non-Licensed Sales Assistants Only: I declare under penalty of perjury that I do not hold a real estate, appraiser, PMIC, Insurance or Mortgage license issued by the SCLLR or other State or Federal Agency. I must notify HHIMLS within 7 days if any of the above licenses are activated.

Initial

I, _____, BIC, authorize approval of NLSA applicant.

BIC Signature (required for NLSA only)

Date

To Complete Application for New Member, please submit the following by 5:00 pm on Friday before next scheduled Orientation:

- Signed Agreement (AM101 for Associates / N100 for Non-Licensed Sales Assistants)
SC Real Estate License/Real Estate Appraiser License (except NLSA) must be active with a current member office. Verified by MLS Staff.
NLSA Only: VOE from Real Estate Office (ex: W-2 or 1099)
Copy of driver's license
Headshot Photograph: Submit a professional digital photo, at least 724 x 1086 pixels.
Non-refundable fee for setup, in the form of a company check or personal credit card (includes set up fee and current month dues)

Application Fees: \$300 - Licensed Agents, \$35.00 - Non-Licensed Sales Assistants, \$25.00 - Member Transfer
Payment Options: Charge Brokerage Credit Card on File, Credit Card Agreement Attached (M103), Brokerage Check

HHIMLS conducts a South Carolina Real Estate Audit each month. If the Associate Member deleted pursuant to this form remains active on the SCLLR Roster with the REB completing this form, at the time of audit the REB will be billed accordingly on the next billing cycle.

**MULTIPLE LISTING SERVICE
HILTON HEAD ISLAND**



**NON-LICENSED SALES ASSISTANT AGREEMENT
(SIGNATURE VERSION)**

EFFECTIVE: AUGUST 21, 2015

NON-LICENSED SALES ASSISTANT AGREEMENT

This NON-LICENSED SALES ASSISTANT AGREEMENT, including the Non-Licensed Sales Assistant Registration form previously completed (the "Agreement"), is made and entered into and is effective as of the date the last party executes this Agreement, is between Multiple Listing Service of Hilton Head Island, Inc. (hereinafter referred to as "HHIMLS"), a South Carolina corporation having its principal offices at P.O. Box, 5134, 18 Bow Circle, Hilton Head Island, South Carolina 29938, and the undersigned individual more fully described on the last page hereof, having its principal offices at the address as set forth on the last page hereof as may be changed from time to time (hereinafter referred to as "NLSA") and the undersigned broker-in-charge, an individual having its principal offices at the address as set forth on the last page hereof as may be changed from time to time (hereinafter referred to as "BIC") and is made with reference to the following facts and circumstances:

1. RECITALS.

1.1 HHIMLS is a multiple listing service company as it is defined in its Rules and Regulations.

1.2 HHIMLS collects, primarily from real estate professionals, through its computer technology and systems certain information including, but not limited to all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Beaufort, Jasper, Allendale, Bamberg, Barnwell, Colleton, Hampton and Orangeburg in the State of South Carolina and then aggregates and compiles the Listing Content and displays, maintains and distributes the HHIMLS Content, principally to and for the benefit of those same real estate professionals together with other products and services which facilitate the business of its members. The HHIMLS Content as defined below includes data relating to boat slips, equities, shares, commercial, multi-family and residential properties listed for sale or rent, those that have been sold, those where the listing may have been withdrawn or may not have closed and includes unimproved and vacant properties.

1.3 NLSA is affiliated as an employee or independent contractor to a Full Member and NLSA is not licensed to practice real estate in the state of South Carolina and its Full Member desires that NLSA have access to the HHIMLS System, HHIMLS Services and HHIMLS Content pursuant to this Agreement.

1.4 BIC is an individual who holds a current, valid real estate broker's license in the State of South Carolina, is an active member in good standing of HHIMLS, and with whose Full Member office NLSA is employed or affiliated.

1.5 The parties desire to enter this Agreement which, in addition to the HHIMLS Rules and HHIMLS Compliance Guidelines, will govern the use of the Listing Content, the HHIMLS Content, the HHIMLS System and the HHIMLS Services by the NLSA.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises and covenants contained herein and intending to be legally bound, each of parties agrees as follows:

2. DEFINITIONS

Capitalized terms in this Agreement shall have the meanings set forth opposite each, respectively, as follows:

2.1 "Affiliate Member(s)" means any member of HHIMLS that is engaged in banking, mortgage lending, mortgage brokering and similarly related fields.

2.2 "Application(s) for Membership" means the forms created by HHIMLS for Real Estate Brokerage and Appraisal Firm Full Member, real estate and Appraiser licensee Associate Members and those engaged in other fields who are designated Affiliate Members.

2.3 "Appraiser" means any person who is licensed under Title 40 Chapter 60 of the South Carolina Revised Statutes or any future recodification thereof and legally can perform real estate appraisal.

2.4 "Appraisal Firm" means an entity which pools resources in one or more facilities with Appraisers who work under that entity's name for the purpose of appraising real property.

2.5 "Associate Member(s)" means a member of HHIMLS who is an associated licensee, as that term is defined in South Carolina Code §40-57-30(1) (2005) or any recodification thereof, and who is associated with a Full Member or a Broker-In-Charge of a Full Member or is a certified Appraiser who is licensed by the South Carolina Appraisers Board who is associated with an Appraisal Firm and who has executed an Associate Member Agreement.

2.6 "Board of Trustees" or "BOT" means the group of individuals elected by the Full Members in accordance with the HHIMLS By-Laws, which group sets policy, rules, general business procedures and has the fiduciary responsibility of the operation of HHIMLS.

2.7 "Broker-In-Charge" or "BIC" means the term as defined in South Carolina Code §40-57-30(4) (2005) or any recodification thereof as any licensed real estate broker who is designated as having responsibility over the actions of its associated licensees and is affiliated with a Full Member.

2.8 "Business Day" means Monday through Friday except for HHIMLS holidays as follows: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas Day.

2.9 "Compilation" means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Beaufort, Jasper, Allendale, Bamberg, Barnwell, Colleton, Hampton and Orangeburg in the State of South Carolina which are aggregated and compiled, displayed, maintained and disseminated and includes data relating to commercial, business opportunities, boat slips, equities, shares, and residential properties listed for sale, lease or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not closed, and includes unimproved and vacant properties, in any format, including but not limited to, computer database or any other format whatsoever.

2.10 "Compliance Guidelines" means a document created by HHIMLS which specifically contains the guidelines for compliance with these Rules and Regulations and sets forth the processing and correction fees for violations of these Rules and Regulations.

2.11 “Designated Person” or “DP” means the person appointed by the Real Estate Brokerage or Appraisal Firm, in writing on file with HHIMLS, to attend all Full Member meetings in the absence of the Broker-In-Charge or Head Appraiser.

2.12 “Full Member(s)” means any Real Estate Brokerage Firm that is a member of HHIMLS, has separately issued South Carolina REB office code number, has a Broker-In-Charge and holds an Ownership Interest in HHIMLS or an Appraisal Firm that is a member of HHIMLS, has a separately issued South Carolina Appraisal Board Code, has a Head Appraiser and holds an Ownership Interest in HHIMLS..

2.12 “HHIMLS Compliance Guidelines” means the guidelines established and adopted by the Board of Trustees of HHIMLS, as may be amended from time to time, to guide HHIMLS members in their compliance with the HHIMLS Rules and Regulations.

2.13 “Head Appraiser(s)” means a licensed Appraiser who is designated as having responsibility over the actions of its associated Appraisers and is affiliated with a Full Member

2.14 “HHIMLS Content” means the aggregation and the Compilation of Listing Content.

2.15 “HHIMLS Services” means other products and services which facilitate the business of Members.

2.16 “HHIMLS System” means its computers technology and software and hardware system that support the technology, the HHIMLS Content and HHIMLS Services.

2.17 “Listing Content” means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Beaufort, Jasper, Allendale, Bamberg, Barnwell, Colleton, Hampton and Orangeburg in the State of South Carolina.

2.18 “Members” means, individually or collectively, Full Members and Associate Members who hold current valid real estate licenses in the State of South Carolina and are capable of offering and accepting compensation to and from other Members or have the ability to receive referral fees and those who are registered and licensed by the appropriate state regulatory agency in the State of South Carolina to engage in the appraisal of real property.

2.19 “Non-Licensed Sales Assistant” or “NLSA” means a person employed by or under contract with and authorized by a Broker-In-Charge to access the HHIMLS System and enter properties for sale through the listing input screen for the Full Member, The Non-Licensed Sales Assistant is registered with HHIMLS, does not hold an active South Carolina real estate license and does not pay fees or charges to HHIMLS.

2.20 “Ownership Interest” means all the rights, benefits and privileges of HHIMLS as well as the obligations of HHIMLS in compliance with the HHIMLS By-Laws and the HHIMLS Rules for Full Members.

2.21 “Real Estate Brokerage” or “REB” means an entity with a separate South Carolina real estate license identification and REB office code for the purpose of brokering the sale of properties in the state of South Carolina and that has a Broker-In-Charge and is the financially responsible party to HHIMLS.

2.22 “Registered Person” means the person chosen by the BIC or Head Appraiser and identified on the application form for HHIMLS Services as the person who assumes all responsibilities of the Broker-In-Charge or Head Appraiser in the event the Broker-In-Charge or

Head Appraiser has left a Full Member REB or Appraisal Firm or fails to fulfill its duties, including financial, as required by Full Membership in HHIMLS. If the Registered Person is licensed to sell real estate in the State of South Carolina or is licensed by the State of South Carolina to appraise real estate, the Registered Person is the person responsible if the BIC or Head Appraiser was not performing its responsibilities required by HHIMLS of a Full Member. If the Registered Person is not licensed in the State of South Carolina, the Registered Person is the person authorized by the Full Member REB or Appraisal Firm to appoint a new BIC or Head Appraiser for the Full Member REB or Appraisal Firm.

2.23 "Rules" means the Rules and Regulations of HHIMLS which may be amended by HHIMLS from time to time.

2.24 "Staff" means non-licensed employees of a Full Member.

3. GRANT OF ACCESS.

Subject to the provisions, terms and conditions of this Agreement and the HHIMLS Rules and HHIMLS Compliance Guidelines, HHIMLS hereby grants to NLSA during the Term a limited, non-exclusive, non-transferable license to access the HHIMLS System, the HHIMLS Services and the HHIMLS Content for the purpose of adding, editing, reviewing, researching and retrieving the HHIMLS Content on behalf of Full Member.

4. METHOD OF ACCESS TO HHIMLS.

NLSA shall access the HHIMLS System, HHIMLS Content, and the HHIMLS Services through various types of electronic communications furnished by HHIMLS and/or third-party vendors, upon the terms and conditions required by HHIMLS and the third party vendor.

5. CONDITIONS, PROHIBITIONS AND LIMITATIONS ON ACCESS.

5.1 NLSA's Status With Full Member. NLSA acknowledges and understands if it is no longer an independent contractor of or employed by Full Member, NLSA shall not be granted access to the HHIMLS Content, HHIMLS System and/or HHIMLS Services. NLSA and/or BIC must submit verification of NLSA's employment by or contractor status with Full Member prior to receiving access to the HHIMLS System, HHIMLS Content and/or HHIMLS Services. HHIMLS retains the right to request verification of NLSA's continued employment by or contractor status with Full Member at any time, at HHIMLS's sole discretion.

5.2 Compliance with Rules and Notification of Changes. NLSA understands and acknowledges that the Rules, Bylaws, Internet Display Rules and Compliance Guidelines are available online at the HHIMLS website and certifies it has read a copy of the documents and agrees to comply with the HHIMLS Rules, Bylaws, Internet Data Display Rules and HHIMLS Compliance Guidelines as may be amended from time to time.

5.3 Use Prohibitions. NLSA agrees that it will not reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit, or in any manner commercially exploit or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit or in any manner commercially exploit the HHIMLS Content or any portion thereof in any format to anyone for any purpose. Under no circumstances shall NLSA receive any form of compensation for the HHIMLS Content or for unauthorized access to the HHIMLS Content from any third party for any reason. NLSA acknowledges that the HHIMLS Content is confidential and its use is restricted to NLSA.

5.4 Certain Data Subject To Consent Withdrawal. NLSA acknowledges that certain of the HHIMLS Content available through the HHIMLS System is subject to the continued consent of supplying third parties. If at any time any supplying third party's consent is withdrawn, all information supplied by such party shall be removed from the HHIMLS Content.

5.5 Consumer Privacy and Information Security. NLSA agrees to comply with all applicable consumer privacy and information security laws. In the event of a breach of NLSA's computer network or computerized systems, containing HHIMLS Content, by unauthorized persons or in the event of a loss of NLSA's laptop which may contain personally identifiable information or HHIMLS Content, NLSA agrees to notify HHIMLS within twenty-four (24) hours of discovery of such event. NLSA agrees to use commercially reasonable security measures to protect the HHIMLS Content.

6. SETUP COSTS.

NLSA is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, and computer software that may be necessary or useful for accessing and using the HHIMLS Content, the HHIMLS System and the HHIMLS Services and for the proper use thereof.

7. PROPRIETARY RIGHTS.

NLSA acknowledges that the HHIMLS Content, the HHIMLS System and the HHIMLS Services are valuable commercial products, the development of which has involved the expenditure of substantial time and money, that the HHIMLS Content may include textual, statistical, financial, photographic, video and audio components which are proprietary information of HHIMLS under copyright, and have been furnished to NLSA in trust. All rights, title and interest in the HHIMLS Content, the HHIMLS System and the HHIMLS Services, including the ownership of the copyright therein, shall at all times remain vested in HHIMLS. Except for the rights granted NLSA herein, NLSA agrees and understands that HHIMLS shall remain the exclusive owner of all rights, title, and interest in the HHIMLS Content, the HHIMLS System and the HHIMLS Services licensed hereunder and all copyrights and renewals thereof, heretofore and hereafter secured therein. All publication, dissemination and other rights in and to the HHIMLS Content, the HHIMLS System and the HHIMLS Services licensed hereunder are reserved for HHIMLS in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by HHIMLS, its respective assignees or grantees at any time and from time to time without obligation or liability to NLSA.

8. IDENTIFICATION NUMBERS.

8.1 User ID and Password. HHIMLS shall provide NLSA access to and use of the HHIMLS Content, the HHIMLS System and the HHIMLS Services. Each token, user ID and password shall be personal to the individual and may not be used by any other person. The NLSA shall be responsible for the security and safe keeping of its token, if applicable, and its password.

8.2 Secure Computing. HHIMLS reserves the right to establish additional security measures and establish practices and procedures to safeguard the HHIMLS Content, the HHIMLS System and the HHIMLS Services and NLSA agrees to abide by such security measures and procedures to safeguard the HHIMLS Content, the HHIMLS System and the HHIMLS Services.

8.3 Confidentiality. NLSA shall treat the access identifications as private, confidential and personal and shall safeguard and maintain their confidentiality. Use by any other person or entity shall be considered as theft. NLSA shall be liable for any consequences that may result from unauthorized disclosure of NLSA's access identification, whether intentional, negligent or

inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. NLSA acknowledges that HHIMLS may seed the HHIMLS Content and watermark digital photographs, virtual tours, videos or other media and undertake monitoring on a regular random basis such that violations of the security of NLSA's access identification will be detected. This obligation to maintain confidentiality shall survive the termination of this Agreement.

9. HHIMLS USE OF NLSA INFORMATION.

HHIMLS reserves the right to distribute to prospective NLSAs and other third parties certain non-confidential information concerning NLSA. In addition, HHIMLS may collect and compile information regarding frequency of use of, or specific uses, of the HHIMLS Content, the HHIMLS System and the HHIMLS Services by all users, including NLSA.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement shall be one (1) year commencing upon the date NLSA executes this Agreement on the signature page hereof and shall automatically extend for additional one (1) year terms unless sooner terminated in accordance with Section 10.2 or 10.2.1, or upon cancellation by either party upon twenty four (24) hours written notice to the other party.

10.2 Termination. This Agreement and the rights granted hereunder may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. HHIMLS may immediately terminate this Agreement in the event NLSA is no longer affiliated with Full Member.

10.2.1 Promptly upon any termination of this Agreement, HHIMLS shall deactivate NLSA's access identification numbers, and NLSA shall have no further access to the HHIMLS System, the HHIMLS Content or the HHIMLS Services. NLSA and BIC acknowledge that HHIMLS shall have no obligation to refund any fees or charges or any portion thereof paid to HHIMLS prior to termination.

11. HHIMLS SERVICE MARKS AND LOGOS.

NLSA shall have the right, during the term of this Agreement, to use the HHIMLS trade name and logo for the HHIMLS Services as available, solely for the purpose of providing services to its Full Member. NLSA may re-publish any description of the HHIMLS Services which have been published by HHIMLS, provided the description is re-published on a verbatim basis, but shall not, under any circumstances, make any unauthorized representations or warranties regarding the HHIMLS Services or any HHIMLS Content.

12. WARRANTY DISCLAIMER.

NLSA EXPRESSLY AGREES THAT THE HHIMLS SERVICES, THE HHIMLS SYSTEM AND THE HHIMLS CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT USE OF THE HHIMLS SYSTEM, HHIMLS SERVICES AND THE HHIMLS CONTENT ARE AT THE SOLE RISK OF NLSA. HHIMLS DOES NOT WARRANT THAT THE HHIMLS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND HHIMLS MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY HHIMLS CONTENT AVAILABLE THROUGH THE HHIMLS SYSTEM AND THE HHIMLS SERVICES. HHIMLS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HHIMLS DOES NOT WARRANT THAT THE HHIMLS CONTENT IS ERROR-FREE, NOR THAT IT WILL MEET NLSA'S

REQUIREMENTS, NOR THAT ANY ELECTRONIC TRANSMISSION THEREOF WILL OPERATE IN AN ERROR-FREE MANNER.

13. LIMITATION OF LIABILITY.

13.1 Limitations and Exclusions. Neither HHIMLS nor any of its officers, trustees, employees, those with an Ownership Interest, agents, or representatives shall be liable to NLSA or anyone else for any direct, indirect, incidental, special, or consequential damages that result from the use of, or inability to use the HHIMLS Content, the HHIMLS System and/or the HHIMLS Services, including but not limited to, reliance by any NLSA on the HHIMLS Content or other information obtained through use of the HHIMLS System or the HHIMLS Services, or that result from mistakes, omissions, deletions or delays in transmission, interruptions in telecommunications or Internet connections to the HHIMLS System and the HHIMLS Services, viruses or failures of performance, whether caused in whole or in part by negligence, acts of god, telecommunications or Internet failure, theft or destruction of, or unauthorized access to the HHIMLS Content, the HHIMLS System and/or the HHIMLS Services or related information, records or programs.

13.2 Maximum Aggregate Liability. In no event shall any liability of HHIMLS, its officers, trustees, employees, those with an Ownership Interest, agents, or representatives arising out of any claim related to this Agreement exceed the aggregate amount paid by NLSA or Full Member hereunder for the twelve (12) months immediately preceding the event giving rise to such claim.

14. LIQUIDATED DAMAGES.

NLSA acknowledges that damages suffered by HHIMLS from access to or use of the HHIMLS Content, the HHIMLS System or the HHIMLS Services by an unauthorized third party as a result of disclosure of NLSA's access identification information would be speculative and difficult to quantify. Accordingly, as a material inducement to HHIMLS to enter into this Agreement with NLSA, NLSA agrees that in the event that any disclosure of NLSA's access identification information, results in access to or use of the HHIMLS Content, the HHIMLS System or the HHIMLS Services by or for an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, NLSA shall be liable to HHIMLS, at HHIMLS's option, for liquidated damages in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00).

15. INDEMNIFICATION BY NLSA.

NLSA shall protect, defend, indemnify and hold harmless HHIMLS and its officers, trustees, employees, those with an Ownership Interest, agents, or representatives from any and all liability, damages, loss or expense, including reasonable fees of attorneys and other professionals, arising from any claim, demand, action or proceeding initiated by any third party against any of them based upon the negligent, intentional or illegal acts of NLSA, including but not limited to: (a) any unauthorized use of NLSA's access identification number, (b) any unauthorized use of the HHIMLS Content, or (c) infringement of any proprietary or contract right of any third party as a result of the availability of the HHIMLS Content through the HHIMLS System and the HHIMLS Services. NLSA shall assist HHIMLS, at NLSA's expense, in the defense or settlement of any claim to which these indemnification obligations apply. These indemnification provisions shall survive the termination of the NLSA's access to the HHIMLS Content, HHIMLS Services or HHIMLS System and the termination of this NLSA Agreement.

16. INJUNCTIVE REMEDIES.

NLSA acknowledges and agrees that the HHIMLS System, the HHIMLS Services and HHIMLS Content are confidential and proprietary products and that in the event there is an

unauthorized disclosure of such by NLSA, no remedy at law may be adequate. Therefore, NLSA agrees that in the event of such unauthorized disclosure or use of the HHIMLS System, the HHIMLS Services or HHIMLS Content, HHIMLS may seek injunctive relief or other equitable remedies against NLSA in addition to all available remedies at law.

17. LEGAL FEES AND COSTS.

In the event legal action is taken against NLSA, or against NLSA and HHIMLS, and HHIMLS prevails in obtaining equitable relief or monetary damages, NLSA will be obligated to reimburse HHIMLS for the reasonable attorneys' fees, costs and expenses it incurred in pursuing such legal action. NLSA will also be responsible for any legal fees and costs incurred by HHIMLS in enforcing any order or collecting a judgment.

18. NLSA AUTHORIZATION TO ENTER THIS AGREEMENT.

NLSA represents and warrants it is affiliated with Full Member and has full power and authority to enter into this Agreement. By signing below, BIC represents and warrants NLSA is affiliated with Full Member and BIC is responsible for NLSA's actions and access to the HHIMLS System, HHIMLS Services, and HHIMLS Content. BIC understands and agrees it is responsible for overseeing NLSA's use of the HHIMLS Content and may be liable in the event NLSA violates the terms of this Agreement. Both NLSA and BIC understand they must immediately notify HHIMLS in writing in the event NLSA is no longer employed by or affiliated with Full Member.

19. MISCELLANEOUS.

NLSA agrees and acknowledges that HHIMLS may change the terms of this Agreement as the result of any amendments to the HHIMLS Rules or HHIMLS Compliance Guidelines. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement may not be assigned by NLSA without the prior written consent of HHIMLS. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

Non-Licensed Sales Associate:

Name of Individual (please print):

Signature of Individual

Multiple Listing Service Hilton Head Island, Inc.

By: _____
Colette Stevenson
Chief Executive Officer

Date: _____

Full Member Authorization:

Name of REB or Appraisal Firm (please print)

Name of Authorizing BIC or Head Appraiser

Signature of Authorizing BIC or Head Appraiser

HHIMLS ID #

Date: _____

Branch Office Where Non-Licensed Sales Associate is Located (if applicable):
