

**PARTICIPANT VOW AGREEMENT FOR GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.  
VOW PROGRAM**

Agreement by and between;

(a) NEWMLS, L.L.C. d/b/a Garden State Multiple Listing Service, L.L.C. ("GSMLS") and

(b) Name: \_\_\_\_\_ ("VOW Participant")/ (Broker of Record)

GSMLS ID: \_\_\_\_\_ Office ID: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

e-mail address: \_\_\_\_\_

VOW Participant is a Participant (Broker of Record) in the GSMLS MLS System

**I. Request For VOW Authorization; Rules and Regulations; Applicable Law**

VOW Participant hereby requests authorization to participate in the GSMLS Virtual Office Website ("VOW") Program. Such authorization will be granted by providing VOW Participant access to GSMLS' VOW data feed.

**VOW Participant hereby agrees that he/she will comply with all GSMLS Rules and Regulations, and any amendments thereto, including those Rules and Regulations specifically applicable to VOW's. VOW Participant further agrees to abide by all state laws and regulations applicable to VOW's.**

**II. VOW URL; Access to VOW:**

(a).VOW Participant will utilize the following URL(s) for its VOW(s):

URL(s): \_\_\_\_\_.

**VOW Participant may not display GSMLS Listings on any VOW for which the URL has not been provided to GSMLS.**

(b) VOW Participant hereby agrees to make its VOW(s) readily accessible to GSMLS and all GSMLS Participants for purposes of verifying compliance with GSMLS Rules and Regulations.

**III Use of AVV:**

If VOW Participant intends to retain the services of any third party who does not belong to the GSMLS MLS System as an Affiliated VOW Vendor (hereinafter "AVV"), the VOW Participant must complete and return to GSMLS a Request For Authorization of AVV form. Any such AVV will be required to enter an AVV Access, Confidentiality and Nondisclosure Agreement with GSMLS before it can provide services to the VOW Participant.

**IV. VOW ID and Password:**

VOW PARTICIPANT AND/OR ITS AVV WILL BE PROVIDED WITH A VOW ID AND PASSWORD. THIS INFORMATION IS CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY THIRD PARTY. **VOW PARTICIPANT MAY NOT DISCLOSE HIS/HER MLS USER ID OR PASSWORD TO ANY AVV OR TO ANY OTHER THIRD PARTY.**

**V. Termination:**

This Agreement may be terminated by either party upon notice to the other, with or without cause. This Agreement will automatically terminate if GSMLS terminates its VOW Program or VOW Participant no longer belongs to GSMLS.

**VI. Waiver of Claims and Indemnification:**

VOW Participant understands that GSMLS is making its VOW data feed available solely as a service to the users of its MLS, and makes no representations regarding the proper operation of its VOW data feed or the continuation of its VOW data feed.

VOW Participant hereby waives any claims he/she may have or that may arise against GSMLS pertaining to or arising from the VOW Program or the VOW data feed. VOW Participant's only remedy for any such claims shall be termination of this Agreement. VOW Participant agrees to indemnify GSMLS from, and hold GSMLS harmless against, any claim, suit, action or other proceeding brought by any third party based on or arising from the VOW Participant's use of the VOW Program and the VOW data feed and any damages incurred by GSMLS, including its reasonable attorneys fees, relating thereto.

Agreed to on the date set forth below:

Signature : \_\_\_\_\_ Date: \_\_\_\_\_

VOW Participant (Broker of Record)