



AUTHORIZATION, CONSENT AND INDEMNIFICATION AGREEMENT FOR TRANSMITTAL OF LISTING INFORMATION

Authorization, Consent and Indemnification Agreement between:

(a) NEWMLS, L.L.C. d/b/a Garden State Multiple Listing Service, L.L.C. ("GSMLS")
1719 Route 10 East, Suite 223
Parsippany, New Jersey 07054

(b) Name: _____ ("Participant")
Office: _____
Address: _____

I. Transmittal of Basic Listing Information.

GSMLS recognizes that a Listing Broker owns and controls his/her Listings and Listing Information (collectively "Listing Information") and that a Listing Broker must authorize in writing any advertisement of such Listing Information. Participant hereby represents to GSMLS that Participant has agreed with RealSelect, Inc. ("Operator") to advertise Participant's Listing Information on Operator's Internet real estate listing aggregation site ("the Site"). Participant hereby requests that GSMLS assist Participant by transmitting Participant's basic Listing Information to the above named Operator. Participant represents that he/she has been authorized to advertise the Listing Information on the Site and hereby authorizes GSMLS to transmit Participant's basic Listing Information to Operator.

II. Transmittal of Potential Confidential Information.

GSMLS recognizes that certain Listing Information may be considered to be confidential by a property owner. Such confidential Listing Information includes: (i) the name, address and telephone number of the property owner, (ii) the address and block and lot number of a property, and (iii) any other Listing Information a property owner may not expect to appear in a public advertisement. The basic Listing Information that GSMLS will transmit to Operator will not include any of the confidential Listing Information set forth in items (i) and (ii) above, unless the Participant requests below that the property addresses for his/her listings also be transmitted. It shall be the Participant's obligation to identify any other Listing Information a particular property owner may deem to be confidential and delete such information from any advertisement of that property. Participant instructs GSMLS as follows:

_____ Participant authorizes GSMLS to transmit only basic Listing Information to Operator.

_____ Participant authorizes GSMLS to transmit basic Listing Information and property addresses to Operator and represents that the transmittal of property addresses has been authorized by the property owners.

(Participant's Initials _____)

III. **Editing or Enhancement of Listing Information.**

GSMLS recognizes that the Participant may ultimately be responsible and liable for the advertisement of Participant's Listing Information. GSMLS has agreed to transmit Participant's Listing Information to Operator with the understanding that the Operator will provide the Listing Broker, at no charge to the Listing Broker, with the ability to restrict Participant's agents or employees from editing, enhancing or otherwise controlling the content of Participant's Listing Information.

Participant represents to GSMLS that:

_____ Participant does not want his/her agents or employees to have the ability to edit, enhance or otherwise control the content of Participant's Listing Information, or

_____ Participant has authorized his/her agents and employees to edit, enhance or otherwise control the content of Participant's Listing Information. Participant represents that he/she will monitor the content of Participant's Listing Information.

III. **Limitation On Use of Listing Information.**

Participant understands that GSMLS has agreed to transmit Participant's Listing Information to Operator solely for the purpose of facilitating the electronic display of Participant's Listing Information on the Site. Any further use or disclosure of the Listing Information by the Operator must be authorized by the Listing Broker pursuant to a separate agreement between the Listing Broker and Operator. GSMLS shall not be responsible for any unauthorized use or disclosure of the Listing Information by Operator.

IV. **Waiver of Claims and Indemnification.**

Participant hereby (i) waives any and all claims Participant might have against GSMLS pertaining to or arising from, and (ii) agrees to indemnify, defend and hold harmless GSMLS against any claim, suit, action or other proceeding brought by any third party based on or arising from:

- the transmission of any type of Listing Information, or the failure to transmit same;
- the content of Participant's Listing Information and/or any unauthorized editing, enhancement, or control of Participant's Listing Information; and
- the unauthorized use or disclosure of Participant's Listing Information by Operator.

Agreed to on the date set forth below:

Participant: _____ Date: _____