CMLS | Council of Multiple Listing Services

Terms of Use

PLEASE READ THE FOLLOWING TERMS OF USE RELATING TO YOUR ACCESS AND USE OF THIS SITE CAREFULLY. BY USING THE SERVICES, YOU AGREE TO BE BOUND TO THE TERMS OF THIS AGREEMENT. CONSULT YOUR ATTORNEY IF YOU DO NOT UNDERSTAND ANY OF THE TERMS HERE.

These Terms of Use ("TOU") are made between the Council of Multiple Listing Service ("CMLS") and the company, legal entity, or individual acting in a business capacity that uses the services ("Member").

PURPOSE

CMLS provides model multiple listing service rules, resources, and related materials (collectively "Licensed Materials") as a general resource for its members. The Licensed Materials do not constitute legal advice from CMLS.

LICENSE

Subject to this TOU, CMLS grants Member a limited, non-exclusive, royalty-free, fully paid-up, non-transferable, non-sublicensable license to use, copy, modify, and distribute the Licensed Materials in connection with Member's multiple listing service business. CMLS retains all rights not expressly granted herein.

USAGE

Member agrees that its use of the Licensed Materials will at all times comply with this TOU. Member acknowledges that it is solely responsible for reviewing and customizing the Licensed Materials for Member's needs, ensuring compliance with applicable laws and regulations, and obtaining legal advice regarding Member's specific use of the Licensed Materials. Member remains solely responsible for its use of the Licensed Materials and all modifications made by Member.

DISCLAIMERS; LIMITATION OF LIABILITY

CMLS PROVIDES THE LICENSED MATERIALS ON AN "AS IS" BASIS AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES. CMLS MAKES NO WARRANTY, INCLUDING THOSE OF TITLE, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS. MEMBER ASSUMES RESPONSIBILITY FOR ANY AND ALL LOSSES OR DAMAGES THAT ARISE OUT OF MEMBER'S USE OF THE LICENSED MATERIALS. IN NO EVENT SHALL CMLS BE LIABLE TO MEMBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM MEMBER'S USE OF THE LICENSED MATERIALS OR ANY

BREACH OF THIS TOU BY MEMBER, EVEN IF CMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; MEMBER'S SOLE REMEDIES AGAINST CMLS HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF $100. THIS PARAGRAPH SETS OUT MEMBER'S EXCLUSIVE REMEDIES, AND UNDER NO CIRCUMSTANCES SHALL MEMBER BE ENTITLED TO EQUITABLE REMEDIES.

TERMINATION

The license to use the Licensed Materials terminates automatically upon Member's withdrawal from, or termination of, its membership in CMLS. CMLS may also terminate the license at any time if the Member breaches this TOU. Upon termination of CMLS membership, Member may retain and use the Licensed Materials, implemented by Member, during any year in which Member was an active CMLS member. However, Member may not use any Licensed Materials as the basis for drafting, adopting, or revising rules or policies in any year in which Member is not an active CMLS member.

GOVERNING LAW; COMPLETE AGREEMENT

This Agreement shall be covered by the laws of the State of Nevada. The parties consent and agree that any claim related to this Agreement shall be litigated in the jurisdiction and venue of the state and federal courts sitting in Clark County, Nevada. This TOU is the entire agreement between CMLS and Member regarding the Licensed Materials and supersedes all prior communications relating to it.

ACCEPTANCE

By clicking "I Accept" you agree that (a) Member has read and understood and agrees to be bound by the Terms of Use, and (b) if you are an individual accepting the TOU, you do so on behalf of the Member company or legal entity, and you represent that you have the authority to bind the Member company or entity to the TOU.