

FORMS ON DISK LICENSE AGREEMENT

The Commercial Association of REALTORS® Oregon/SW Washington (“CAR”) grants to the undersigned (“Licensee”) a revocable right to use the CAR-copyrighted forms (“Forms”) in the operation of Licensee’s business, on the following terms and conditions):

1. Copyright. Licensee acknowledges that the Forms, in whatever medium, are owned and copyrighted by CAR. Licensee will treat the Forms like any other copyrighted material. Licensee will reproduce and include the copyright notice on any copy of the Forms.
2. Modifications. In their use of the Forms, neither Licensee nor its brokers or employees will modify any Form, other than completing the blanks in the Form, unless such modifications are shown by redlining, insertion marks, or addenda.
3. Use. The Forms may be used only by brokers and employees of the Licensee in the operation of Licensee’s business. Licensee will not sell, rent, or otherwise permit use of or copying of any of the Forms by others without the consent of CAR.
4. Member Subscription Fee. CAR REALTOR® member Licensee will pay a subscription non-refundable fee of \$100 per year to access the Forms. The first year fee shall be paid at the time of signature of this Licensee.
 - 4.1 Non-Member Payments. Each non-member Licensee must pay a non-refundable \$600 per year subscription fee to have access to the Forms. If a delinquent member in an office fails to pay dues where an active Licensing Agreement exists, a fee of \$600 will be assessed. Licensees who are not members of CAR shall pay their annual renewal fees on or before each anniversary of the date of this License.
5. CAR Right. CAR reserves the right to terminate this License at any time, in which case the fee paid for that year will be appropriately prorated.
6. Use after Termination. Neither Licensee nor any of its brokers or employees shall be permitted to use the Forms after this License is terminated. If any of Licensee or its

brokers or employees uses any Form after notice of termination of this License, then in addition to CAR's other remedies, Licensee shall pay to CAR a use fee of \$500 for each such use of a Form after License termination.

7. No Representation. CAR makes no representation regarding the legal sufficiency or tax consequences of the Forms, or their suitability for particular transactions. Licensee will indemnify, defend, and hold harmless CAR for any costs, expenses, or claims arising out of us of the Forms by Licensee, its brokers, or employees.
8. Attorney's Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the US Bankruptcy Code) is instituted to enforce or interpret any provision of this License or in connection with any dispute hereunder, the prevailing party shall be entitled to recover such amounts as the court may adjudge reasonable as attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses of litigation at trial or on any appeal or review, in addition to all other amounts provided by law.

By its acceptance of the Forms or signature below, the undersigned Licensee agrees to these terms and conditions.

Dated: _____

By (print name): _____

It's (Title): _____

Company: _____

Signature: _____