

**NYSAR REAL ESTATE SERVICES, INC.
U.S. HOUSE STATS AGREEMENT**

This U.S. House Stats Agreement (hereafter, "Agreement"), is entered into this _____ day of _____, 200__ ("Effective Date"), by and between XXXXXXXXXXXX, its agents (hereafter, "Association"), having its principal place of business at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, and **NYSAR Real Estate Services, Inc.** (hereafter, "NRES"), a wholly-owned subsidiary of the New York State Association of REALTORS[®], Inc. (hereafter, "NYSAR"), having its principal place of business at 130 Washington Avenue, Albany, New York, 12210, and the **National Association of REALTORS[®]** (hereafter, "NAR"), having its principal place of business at 430 North Michigan Avenue, Chicago, IL, 60611.

I. Covered Products and Services:

U.S. House Stats (hereafter, "product") is a web-based system, which allows local board/associations and multiple listing services to electronically report monthly existing home sales and market data to State REALTOR[®] Associations and the National Association of REALTORS[®]. The system meets the statistical reporting requirements of the National Association of REALTORS[®].

The U.S. House Stats system:

- A. Collects and tracks data that will be used to develop accurate statistical profiles for existing single-family homes, condos, and co-ops. *The data collected under this agreement is expressly limited to the following fields:*
 - 1. The number of single family units sold categorized by sales price and number of bedrooms.
 - 2. The number of condos and co-ops sold categorized by sales price and number of bedrooms.
 - 3. The number of current active listings (unsold homes) categorized by type of home and sales price.
 - 4. The number of units sold by time on the market (0 – 30 days, 31 – 60 days...121+ days)
 - 5. The number of units sold by type of financing (conventional, FHA, etc.)
- B. Allows reporting stations to upload data via an easy-to-use, secure web-based interface.
- C. Provides monthly and quarterly statistical compilations in easy-to-use excel workbook format. Monthly reports include:
 - 1. Sales total, median price, time on market, dollar volume provided on a county-by-county basis and by local REALTORS[®] Association jurisdiction within each state.
- D. Archives "closed" data to allow comparisons between current and previous years' data.

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U.S. HOUSE STATS AGREEMENT**

The aforementioned data will be utilized exclusively for measuring *housing trends* on a regional and national basis. The trend information is used by the Senate Finance Committee, the Federal Reserve as well as nationwide print and broadcast media.

II. Responsibilities of the Parties:

A. NRES agrees to:

1. Provide requirements and technical guidelines to the MLS Administrator of each participating reporting station within the state of the contracting state association.
2. Establish a user ID and password for each MLS Administrator.
3. Provide VPN read-only access to the contracting state association's appointed administrator for that states' specific data.
4. Provide reports via e-mail to the contracting state association by the third business day following the local reporting station submission deadline date.
5. Archive data on NYSAR servers and in a secondary secure location, to protect against loss.

B. Association agrees to:

1. Ensure timely submission of data from each reporting station, within the contracting state association's state, by the 15th day of each month. Data not submitted in a timely fashion will create a hole in the state's statistical profile.
2. Provide data reports to their local boards/associations/reporting stations.

C. NAR agrees to:

1. Relieve local reporting stations within the jurisdiction of Association, already manually reporting data directly to NAR, of the responsibility of manually reporting data to NAR for so long as they continue to provide data to the U.S. House Stats system.
2. Incorporate the data reported to the U.S. House Stats system into NAR's national reporting system only for the purpose of developing statistical reports.

III. Fees:

Fee for service is \$187.50 per month. Or, fee for service is \$7.50 per month per reporting station when the number of reporting stations exceeds twenty-five (25).

IV. Assignment:

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U.S. HOUSE STATS AGREEMENT**

The U.S. House Stats system was developed by the New York State Association of REALTORS® Real Estate Services, Inc. and, pursuant to an agreement dated October 15, 2003 by and between NRES and NAR, was transferred to the NAR by NRES. Pursuant to that agreement by and between NRES and NAR, the rights and responsibilities of NRES under this Agreement were assigned to NAR. By a second agreement of the same date, NAR engaged the services of NRES to continue to administer the U.S. House Stats system and provide Association with the services provided for in this Agreement.

V. Confidentiality:

NAR, NRES and Association agree that NAR shall incorporate the data reported to the U.S. House Stats system into NAR's national reporting system. Such data shall be used by NAR exclusively for the purpose of developing statistical reports for use. Furthermore, neither NAR, NRES nor the Association shall provide or sell the limited raw data, as outlined above, reported to the U.S. House Stats system under the Agreement to any third party unless NAR has secured the express written authority of the reporting station that provided the affected data.

VI. Notices:

Any and all notices, pre-approvals, or other communications required or permitted under this agreement shall be in writing, and shall be delivered either by personal delivery, by nationally recognized overnight courier service, or by certified, registered mail, return receipt requested, addressed as follows:

If to the Association:

XXXXXXXXXXXXXXXXXXXXXXXXXX

Address:
Attention:
Title:
Phone:
Fax:
E-mail:

If to NRES:

NYSAR Real Estate Services, Inc.

Address: 130 Washington Avenue, Albany, New York, 12210
Attention: Duncan R. MacKenzie
Title: Chief Executive Officer
Phone: 518-463-0300
Fax: 518-462-5474
Email: dmackenzie@nysar.com

If to NAR:

National Association of REALTORS, Inc.

**NYSAR REAL ESTATE SERVICES, INC.
U.S. HOUSE STATS AGREEMENT**

Address: 430 North Michigan Avenue, Chicago, Illinois, 60611
Attention:
Title:
Phone:
Fax:
Email:

VII. Indemnification:

The Association, NRES and NAR agree to hold each other harmless and indemnify each other, its respective officers, directors, employees, and agents, from any and all claims, suits, damages, costs, and expenses, including reasonable attorney's fees, and other liabilities, arising out of the acts or omissions of the other party, its agents or employees in connection with this agreement, and the services rendered hereunder.

VIII. Limitation of liability:

Disclaimer. UNDER NO CIRCUMSTANCES SHALL NRES OR NAR BE LIABLE TO THE ASSOCIATION FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NRES OR NYSAR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THIS AGREEMENT, AND CONTRACTUAL RELATIONSHIP ESTABLISHED HEREIN. IN NO EVENT SHALL NRES OR NAR BE LIABLE TO THE ASSOCIATION FOR MORE THAN THE TOTAL AMOUNT PAID TO NRES OR NAR, PURSUANT TO PARAGRAPH III HEREUNDER. NRES AND NAR MAKE NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT OR ANY PORTION THEREOF, FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NRES AND NAR SPECIFICALLY DISCLAIM ANY WARRANTY REGARDING ANY BENEFIT THE ASSOCIATION MAY OBTAIN FROM ENROLLMENT IN THE PROGRAM.

IX. Relationship of the Parties:

The relationship of the Association, NRES and NAR is that of independent contractor. As such, this agreement shall not be construed as creating a joint venture, partnership, agency, or employment relationship between the parties hereto, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

X. Complete Agreement:

This agreement, and accompanying exhibits, set forth the entire agreement between the parties, and supersedes any and all prior agreements (whether written or oral) between the Association, NRES and/or NAR with respect to the subject matter herein. This agreement may only be modified, or any rights under it waived, by a written document executed by all parties. The headings used in this agreement are for convenience only and shall not be interpreted for any other purpose.

XI. Jurisdiction/Venue:

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U.S. HOUSE STATS AGREEMENT**

This agreement shall be construed, interpreted, and enforced in all respects in accordance with the laws of the State of New York, without regard to actual state or county of incorporation of the Association. NRES, NAR and Association hereby irrevocably consent to the jurisdiction of the state and federal courts in the County of Albany, State of New York, in connection with any action arising under this agreement.

XII. Assignment:

This agreement has been entered into by all parties in reliance upon the financial, business, and personal reputation of the parties, therefore, the parties may not assign this agreement, in whole or in part, without the prior written consent of the parties, however, NRES may, upon written notice to the other parties, assign such agreement to its parent corporation, NYSAR.

XIII. Term of Agreement:

The term of this agreement shall be for a period of one year from the Effective Date. The subscribing Association, however, shall have the right to cancel the service with a 60 day written notice. The agreement shall be deemed to continue in force for additional one (1) year terms unless otherwise cancelled by either party to the agreement with a 60 day written notice prior to the expiration of the term.

XIV. Title Not to Affect Interpretation

The paragraph and subparagraph headings in this Agreement are for convenience only and form no part of this Agreement and shall not affect its interpretation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the Effective Date.

XXXXX Association of REALTORS®

Signature

Printed Name/Title

National Association of REALTORS®

Signature

Printed Name/Title

NYSAR Real Estate Services, Inc.

Signature

Printed Name/Title