



ADDENDUM TO ACCESS AGREEMENT (Rev. 01/17)

BETWEEN Keller Williams Dallas Metro North  
(MLS PARTICIPANT/BROKER AND OFFICE NAME)

AND HBN Media/Commissions Inc. (VENDOR\*)

*\*If vendor is not yet authorized by NTREIS, a RETS Vendor Agreement is also required.*

RECITALS:

- A. Broker and Vendor are entering into an agreement to which this Addendum is attached which provides, *inter alia*, that Vendor will have access to the MLS Database, as defined below.
- B. Broker's sales associates are members of one of the MLS service providers of North Texas Real Estate Information Systems, Inc. (NTREIS).
- C. Section 17.14 of the MLS Rules and Regulations of NTREIS (the Rules) requires all participants/ subscribers who contract to permit a vendor access to the MLS Database must incorporate this Addendum or a substantially similar addendum into such agreement.

NOW THEREFORE, for valuable consideration, including the mutual covenants and agreements of the Broker and Vendor, it is agreed as follows:

1. MLS Database. The parties acknowledge that among the services offered by NTREIS is a computer-based electronic on-line information system (the "On-Line MLS System") designed to provide, and which provides, MLS Participants with access to current and historical information and data, and compilations of such information and data, about residential and commercial real estate listings and leases (the "MLS Database").
2. Exclusive Rights. The parties agree that only NTREIS possesses the exclusive, non-transferable right and license to operate, administer, and manage the ordinary and customary day-to-day operations, activities and services of the MLS, including but not limited to, the On-Line MLS System.
3. Ownership of Database. The parties recognize that NTREIS owns and claims all rights, titles, and interests (including but not limited to rights of copyright) in and to the MLS Database and each and every item of information and data, and each and every compilation of information and data, which is at present and which shall be at any time and from time-to-time hereafter a part of the On-Line MLS System and MLS Database; and access thereto and use thereof is strictly limited and regulated by the MLS Rules and Regulations.
4. Access of Database. Broker hereby grants permission to Vendor to access, retrieve, and download data from the MLS Database for the limited purpose of providing the following services and/or products (collectively referred to herein as the Service) exclusively to those named in this agreement: *Note: Completion of Section 4 is required.*

Public website for homeseekers to search properties and mls data;  
save favorites, make notes and seek additional information from a realator.  
Broker/Agent can view a history of searches to better accomodate each homeseeker's interest.

5. Interface and Installation. If NTREIS is required to perform any service, including but not limited to any software interface required by Vendor to provide the Service to Broker, Vendor shall pay for all programming costs, installation costs, and other expenses involved in such interface.

6. Covenants and Obligations of Vendor. During the term of this agreement, Vendor agrees:

a. To maintain its financial capability necessary to render efficient and effective Service to Broker. Upon request of Broker, Vendor agrees to submit its current financial statement to Broker, including a balance sheet, profit and loss statement, and related accounting statements, or a current letter from the principal banker for Vendor confirming the financial stability and creditworthiness of Vendor.

b. To maintain in full force and effect during the term of this Agreement adequate professional and general liability insurance issued by an insurance company authorized to do business in the state of Texas acceptable to Broker. Upon request of Broker, Vendor agrees to provide Broker a certificate of insurance evidencing the existence of such coverage, naming Broker and NTREIS as an additional insured, and containing the agreement of the carrier that such coverage will not be cancelled or terminated without furnishing thirty (30) days' prior written notice to Broker and NTREIS.

7. Ownership of Data. Vendor hereby acknowledges and agrees that ownership and control of the MLS Database, including all data therein, will remain exclusively in NTREIS and that Vendor will never acquire or assert a claim to ownership of such data.

8. Safeguard of Data. Vendor will take all appropriate steps and precautions to safeguard and protect the access, use, and security of the MLS Database. Vendor will not reconfigure, reformat, resell, transmit, download, copy, furnish, or otherwise make available to any person, firm, or corporation other than for the use and benefit of participants and subscribers of the MLS affiliated with Broker. For purposes of this agreement, any reference to "use" of the MLS Database shall mean and include the accessing, using, disclosing, revealing, making available, displaying, delivering, distributing, transferring, transmitting, communicating, publishing, and/or disseminating of the MLS Database, whether originals or copies, whether in whole or in part, whether directly or indirectly, or whether knowingly or otherwise.

9. Confidentiality. Vendor will treat as confidential the MLS Database, including all data therein, and recognize the same to be the proprietary property of NTREIS. Nothing contained herein shall be deemed or construed to grant Vendor any right, title, or interest in or to the data or the MLS Database. Vendor further acknowledges that the MLS Database is of substantial value to NTREIS and that there exists a necessity to preserve the sanctity and confidential nature thereof. Accordingly, Vendor shall implement and maintain all necessary controls to protect and safeguard the MLS Database from and against unauthorized use.

10. Modifications. Any modification of the terms of this Addendum will not be effective unless Broker obtains the prior written approval of NTREIS to such modifications.

11. Section 17 of the Rules. Vendor acknowledges receipt of a copy of the Rules & Regulations (available on [www.ntreis.net](http://www.ntreis.net)) and that Vendor has reviewed same, and agrees to comply with same.

IN WITNESS WHEREOF, the undersigned parties have executed this Addendum to evidence their agreement.

**BROKERAGE:**

Keller Williams Dallas Metro North  
(Name of MLS Participant's Office)

**VENDOR:**

HBN Media/Commissions Inc.  
(Name of Third Party Vendor)

Vendor Rep Signature Jason Hoback  
Title CEO  
Vendor Email mls@commissionsinc.com  
Vendor Phone 855-246-2717

Authorized MLS Participant/Broker Signature Barbara Trumbull by Rosemary Conroy  
MLS Participant/Broker Name BARBARA TRUMBULL / SACKBORN LLC.  
MLS Participant/Broker License # 432445 (not the Corporate ID)  
Office Code/MLS ID KELW02

Agent/Team Lead Name Stephanie Seay  
Agent License # 0540721  
Office Address 2011 Cross Timbers Suite 100  
City/State/Zip Flower Mound TX 75028  
E-mail Stephanie@theseaingroup  
Phone # 817-636-8485 reality.com

- If applicable, list additional Team agent names and license #:
1. Brandon Stevens 0674454
  2. Janya Averbach 0676315
  3. Dianne Caglianella 0624295
  4. Kendell Kobien 0671896

Required: URL of web site containing MLS data\*:  
seedfwhomesforsale.com

**\*If this URL is being shared by a team, please list the team leader as the agent above and note the other team members in the space above when applicable. Vendor is responsible for assuring that the team is sharing only one URL and not individual websites or sub-domains.**

Vendor: Please scan and email your completed, signed agreement to idx@ntreis.net  
NTREIS staff will notify you via email when the addendum has been approved. Services should not be provided until you have obtained approval from NTREIS.

For NTREIS Use Only:

Addendum is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NORTH TEXAS REAL ESTATE  
INFORMATION SYSTEMS, INC.

By: \_\_\_\_\_  
Authorized NTREIS Representative



# Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Sackborn, LLC	9005113	klrw92@kw.com	972-874-1905
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

Barbara Trumbull	0432445	barbaratrumbull@gmail.com	972-874-1905
Designated Broker of Firm	License No.	Email	Phone

Anne Lakusta	452271	annel@kw.com	972-874-1905
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone

Stephanie Seay	0546721	stephanieseay@kw.com	214-636-8485
Sales Agent/Associate's Name	License No.	Email	Phone

<input type="text"/>	<input type="text"/>
Buyer/Tenant/Seller/Landlord Initials	Date