

License Agreement and Terms of Use for Users of Pennsylvania Association of Realtors® Standard Forms Library

NOTICE TO USER: This License Agreement (“Agreement” or “Forms Use Policies”) is a legal agreement between you (“User”) and the Pennsylvania Association of Realtors® (“PAR”) setting forth the terms and conditions upon which the PAR real estate forms library, inclusive of all amendments, modifications, corrections, and successor versions and derivative works (collectively, the “Forms” and individually a “Form”), may be used.

By printing, downloading, or using any of the Forms, in whole or in part, and whether received or otherwise obtained directly from PAR or a third-party vendor (each, a “Vendor”), User agrees to accept and be strictly bound by the terms and conditions set forth herein.

This Agreement (and any other agreement into which this Agreement is incorporated, and which is applicable to User and the license granted hereunder) constitutes the complete agreement between the User and PAR relative to the use of the PAR Forms. This Agreement may be updated or modified by PAR, from time to time, with notice to the User; provided, however, that no modification of this Agreement may be enforced against PAR unless and until approved by PAR in writing.

IF USER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE FORMS OR DOWNLOAD OR OTHERWISE ACCESS THE SAME. VIOLATIONS OF THIS AGREEMENT CAN RESULT IN THE LICENSE RIGHTS GRANTED TO USER BEING SUSPENDED OR REVOKED AND SUBJECT THE USER TO LEGAL SANCTIONS AND CLAIMS AND/OR LOSS, SUSPENSION, OR OTHER RESTRICTION OF USER’S MEMBERSHIP WITH PAR.

1. Grant and Terms of License; Limitations

- a. PAR grants and User accepts a non-transferable, non-exclusive, and revocable license to use the Forms only so long as and provided that User complies with all the terms and conditions of this Agreement (the “License”). The Forms shall be used in connection with the operation of User’s business in Pennsylvania real estate transactions. It shall be a violation of this Agreement for a User to do, perform, or permit any of the following:
 - i. to provide any PAR Form to a third party, except as part of a real estate transaction in which the User is involved as a licensee or attorney. However, it shall not be a violation to utilize a PAR Form in a transaction involving an unrepresented consumer. In all cases where one or more of the PAR Forms are provided to a third party, the User shall be responsible for ensuring that the third party strictly complies with the terms and conditions of this Agreement;
 - ii. to provide their Realtors® M1 Database identification number to a third party or permit a third party to access and use the PAR Forms by entering

- the login credentials of a User, except as otherwise permitted herein;
- iii. to post, in whole or in part, any PAR Form on a website which may be accessed by members of the public or by any other person who is not a User. However, it shall not be a violation for a PAR Form used in specific real estate transactions to be posted on a website that may be accessed only by the parties to that specific real estate transaction and such other persons involved in providing professional or administrative services for that specific transaction, so long as such other persons strictly comply with the terms and conditions of this Agreement;
 - iv. to allow an affiliated licensee of the User or a licensed real estate assistant to the User to use the PAR Forms in real estate transactions in which the licensed assistant or affiliated licensee is either a listing or selling agent or a lease listing or leasing agent, unless the real estate assistant or affiliated licensee has first become a User.
- b. It shall not be a violation of this Agreement for sample copies of PAR Forms to be used and distributed for educational purposes in a classroom or virtual classroom, provided that written permission has first been granted by PAR.
 - c. Upon publication of updated PAR Forms, User will immediately cease using any previous version of PAR Forms for any purpose other than completing a transaction that had already commenced using the previous version of the Forms.
 - d. Nothing herein shall prohibit a User from using unlicensed administrative, support, or information technology assistants (hereinafter "Support Personnel") from providing assistance to the User, included accessing the PAR Forms in the name of the User, provided that such use is limited to transactions in which the User is representing a client in a real estate transaction and the Support Personnel are not otherwise involved in the transaction as a client representative.
 - e. The authority to use PAR Forms as outlined in this Agreement is only for the User. It may not be transferred to anyone without the prior written consent of PAR. Neither this Agreement nor any part or portion of it shall be assigned, sublicensed or otherwise transferred by User.

2. Copyright

- a. PAR retains sole title to, copyright in, full ownership of and other intellectual property rights of the Forms and all parts and subsequent copies thereof, regardless of the media or form in or on which the original and other copies may exist. PAR reserves all rights not expressly granted herein. PAR shall be deemed to be the exclusive owner of the Forms and of all rights thereon, whether or not any portion thereof is or may be validly copyrighted or similarly protected. The approved use granted herein does not constitute a sale of the copyright to the Forms, nor does PAR give the User any ownership interest in the Forms.
- b. The Forms are proprietary, original works of authorship, copyrighted and

owned by PAR and protected by United States copyright laws. Unauthorized copying is expressly prohibited. User may be held legally responsible for any copyright infringement that is caused or encouraged by User's failure to abide by the terms of this Agreement. Neither the Forms nor any portion thereof may be amended, reverse engineered, used to create derivative works, copied, de-compiled, disassembled, reprinted, duplicated, adapted, or recreated directly or indirectly, in whole or in part, without the express prior written consent of PAR.

- c. Except as otherwise provided herein, User is expressly prohibited from sharing, distributing, selling, or disseminating the Forms or any reproduction thereof, in any medium whatsoever, with any other person or entity. Under no circumstances shall User be permitted or authorized to alter or modify the seal, logo, trademark, watermark, Form call letters, or copyright information from the Form.

3. Member Training

- a. PAR Forms are not a substitute for User's independent professional judgement as to the appropriateness of a Form or Forms in different situations and/or transactions. The Forms do not constitute legal or real estate advice and User is responsible for understanding the content of each Form used and presented in User's transactions. Prior to using PAR Forms, User will avail themselves of appropriate and available training and education, including the resources available at parealtors.org. User will not use PAR forms if either i) User has not engaged in PAR Forms training or ii) User does not feel confident in using PAR Forms. If User has questions about using PAR Forms that are not answered through PAR education resources, User will consult with their supervisor.
- b. The Forms may be reviewed in full and in advance by User's legal counsel or the legal counsel of the parties in a real estate transaction in which they are used and permission for such review by counsel is hereby granted by PAR.

4. Warranty Disclaimers and Limited Warranty Agreement; Indemnification

- a. **THE FORMS ARE PROVIDED "AS IS," WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND. PAR DISCLAIMS ALL WARRANTIES AND SPECIFICALLY, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAR DOES NOT WARRANT OR GUARANTEE THAT THE FORMS OR ANY PORTIONS THEREOF WILL MEET USER'S REQUIREMENTS, ARE ERROR-FREE, LACK VIRUSES, OR WILL ALWAYS COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS. USER ASSUMES FULL RESPONSIBILITY FOR THE PROPER USE OF THE FORMS.**
- b. **NEITHER PAR NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SUCCESSORS, OR ASSIGNS SHALL HAVE ANY LIABILITY TO THE USER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE**

DEFICIENCY OR INADEQUACY OF THE FORMS FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO PAR.

- c. USER HEREBY AGREES TO INDEMNIFY AND HOLD PAR HARMLESS FROM ANY AND ALL ALLEGED DAMAGES, COSTS, EXPENSES, OR OTHER LIABILITIES OF ANY KIND OR NATURE WHICH MAY RESULT FROM A REVOCATION OF USER'S LICENSE RIGHTS HEREIN OR A BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY USER HEREIN.**

5. Violations

In the event User violates this Agreement, User shall be subject to any or all of the following sanctions and penalties, at the sole discretion of PAR:

- a. PAR may terminate or suspend the User's right to use PAR Forms;
- b. PAR may terminate, suspend, or otherwise restrict User's membership with, or other authorization received from, PAR; and/or
- c. PAR may pursue any claim or cause of action available to it against the User, whether civil or criminal, or in law or in equity, arising out of or relating to such violation.

6. Dispute Resolution

- a. This Agreement shall be construed and governed, in all respects, in accordance with the laws of the Commonwealth of Pennsylvania. User and PAR voluntarily submit to the jurisdiction of state courts located in Pennsylvania, Cumberland County, or the nearest federal district court thereto, which shall be the venue as to all matters and/or disputes relating to or arising from this Agreement. Without limiting the foregoing, both User and PAR irrevocably and unconditionally agree not to assert i) an objection to venue; ii) any claim of inconvenient forum; and iii) any claim that the Pennsylvania courts referenced herein do not have jurisdiction.
- b. BOTH USER AND PAR IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY AND AGREE THAT EITHER USER OR PAR MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG USER AND PAR IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY LITIGATION.
- c. In the event that any party institutes any legal suit, action, or proceeding against the other party to enforce the conditions and covenants contained in this Agreement or obtain any other remedy in respect of any breach arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorney's fees and expenses and court costs.

7. General Provisions

- a. User acknowledges and agrees that the relationship between User and PAR is a

non-exclusive relationship, and that PAR is free to enter into a similar relationship with other authorized Users and other third parties.

- b. Neither User nor any heir, personal representative, affiliate, subsidiary, parent company, successor, or assign, as applicable, shall sell, trade, assign, sublicense, or in any way transfer this Agreement or the limited License provided to User hereunder to any other individual or entity. PAR may assign its rights and responsibilities in this Agreement to a PAR affiliate, subsidiary, successor, or assign, at the sole and complete discretion of PAR.
- c. The waiver by PAR of, or the failure of PAR to take action with respect to, any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in the Agreement.
- d. The headings and captions used herein are for convenience only and do not in any way limit or amplify the terms and provisions of this Agreement. The language in all parts of this Agreement shall be, in all cases and respects, construed according to its fair meaning and not strictly for or against any one of either User or PAR. User and PAR, collectively, shall be deemed to have drafted this Agreement.
- e. User has no authority to bind or commit PAR in any matter or respect. Nothing in this Agreement shall be construed or deemed to create a joint venture, partnership, agency, or any other legal or employment relationship, except as parties to this Agreement.
- f. User and PAR acknowledge and agree that the terms, covenants, restrictions, and affirmative obligations set forth in this Agreement do not impose any undue hardship or unreasonable burden on them. Additionally, User and PAR acknowledge and agree that these same terms, covenants, restrictions, and affirmative obligations are commercially reasonable and necessary and, further, that any breach or threatened breach of these terms, covenants, restrictions, and/or affirmative obligations will cause immediate and irreparable harm, which could not be adequately remedied through the payment of monetary damages. As such, if any breach or threatened breach occurs, then the non-breaching party shall be entitled to injunctive relief (without the posting of a bond or similar security, which the parties expressly waive such right to the posting of a bond), in addition to such other legal and equitable remedies that may be available, including, but not limited to, specific performance.
- g. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- h. This Agreement shall be binding upon and inure to the benefit of the respective and permitted successors, assigns, and legal representatives of User and PAR. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

- i. User agrees to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the protection of PAR's ownership of and rights in and to the Forms. In the event User learns of any unauthorized use of or access to any of the PAR Forms, User shall immediately notify PAR of such unauthorized user or access, the details of the underlying facts and circumstances, and the actions taken, or otherwise to be taken, by User to mitigate and prevent further unauthorized use and/or access, if any.

USER HEREBY EXPRESSLY ACKNOWLEDGES THAT THEY HAVE HAD AMPLE TIME TO AND HAS IN FACT CONSULTED WITH THEIR ATTORNEY(S), IF SO DESIRED, CONCERNING THE TERMS, CONDITIONS, AND CONSEQUENCES OF THIS AGREEMENT AND THAT USER HAS READ AND FULLY UNDERSTANDS THE SAME. IF USER DOES NOT AGREE TO EACH AND ALL OF THESE TERMS, USER SHOULD NOT USE, DOWNLOAD, OR OTHERWISE ACCESS PAR'S FORMS.