

ResidentialNYC.com ENROLLMENT FORM

The undersigned hereby agrees to participate (a “Participant”) in The Real Estate Board of New York, Inc.’s. (“REBNY”) “ResidentialNYC.com”(“Website”) organized by ResidentialNYC Corporation (“ResidentialNYC Corp.”), a subsidiary of REBNY.

The undersigned is a (*check appropriate boxes*):

- principal
- partner
- corporate officer
- branch manager or broker-in-charge acting on behalf of a principal or a firm

which/who is participating in the REBNY Listings Service (the “RLS”).

The undersigned agrees that the following terms and conditions for use of the Website are accepted and agrees to abide by such terms and conditions:

- in connection with their participation in the Website, Participant understands that among the services that it will receive include, but are not limited to:
 - the listing of their exclusive sales and rental listings on a comprehensive Website which affords users the ability to search signed exclusive sales and rental properties in the areas of coverage of the RLS with search functionality by neighborhood, price, type (color coded), number of rooms or a combination of search criteria;
 - a list of participating firms, their agents and links to each participating firm’s websites;
 - information for brokers and agents, including selling/renting tips, financial tools, foreign language assistance, and other tools that may be added to the Website;
 - the ability to create specific accounts for customers and clients, with the ability to provide them with e-mail notification, as well as allowing the customer to “email my broker”, among other abilities;
 - random search results, meaning that the same criteria entered at different times will present properties in random order each time, so as to ensure that no listing or company will be favored over any other company or listing; and
 - other services which may be added to ResidentialNYC.com, from time-to-time, in the discretion of ResidentialNYC Corp.
- to transmit within 24 hours of receiving all necessary signatures by the sellers for signed exclusive residential listings, unless directed not to do so by the seller, all the requested information relating to such signed exclusive residential listings within the then-effective

geographic scope of the RLS (See Attachment A) to either Trulia or any other designated firm operating the Website; such information shall include appropriate location information, gross listing price, and any other required pertinent links or information regarding the listing, within 24 hours of receipt of the listing;

- to pay the initial fee, charges and other costs incidental to the launching and advertising of the ResidentialNYC.com (a current list of which appears below) and other costs which the Website may charge from time to time;
- to conform to any By-Laws or other rules and regulations of the RLS and Website (including but not limited to those requiring arbitration of disputes) as they may exist now or as they may be later adopted or changed, at the discretion of ResidentialNYC.com;
- to arbitrate all disputes with other Participants pursuant to the REBNY rules of arbitration as adopted and modified from time to time, available on the REBNY website and in the REBNY Diary;
- to maintain the listing with the Website until the expiration date of the listing agreement between the seller and the listing broker unless the property is under contract;
- to post all necessary changes in the listing within 24 hours;
- that any violation of Article 12A of the New York State License Law will result in termination of participation in the Website and that a complaint may be filed with the New York Department of State;
- that Participants can be suspended, expelled, fined and/or reported to the Department of State on determination of the ResidentialNYC Corp. for violation of any rules and/or regulations pertaining to the Website and the RLS after prior notice or other due process as instituted from time to time by the ResidentialNYC Corp. or REBNY;
- that Participants are not restricted in any way from transmitting their signed exclusive residential listings to any other advertising website, newspaper or periodical, or agreements with any other real estate brokerage firm(s) licensed by the State of New York and may share with them the same signed exclusive residential exclusive listings data which the Participant provides to the Website; provided, however, that Participants may not provide to any non-Participant or non-RLS approved third-party provider of services to real estate brokerage firms any signed exclusive residential listing data provided by any other Participant, or other information contained without the express written authorization of that Participant, and a copy of such authorization shall be promptly filed with the ResidentialNYC Corp.;
- the Website will not accept any advertisements relating to any Participants, nor will any Participant's branding, trademarks, or logos be allowed on the Website;
- that the information published and transmitted by Participants shall appear verbatim, without any change by Trulia, or any other designated operator of the Website, as filed by the Participants and neither ResidentialNYC Corp. nor Trulia verifies such information provided

and disclaims any responsibility for its accuracy and that each Participant agrees to hold the ResidentialNYC Corp. and/or Trulia harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides;

- that ResidentialNYC Corp. may assign all of its rights and obligations in connection with the Website (including in connection with this application) to any corporation of which it is the majority stockholder at any time without any prior approval being required from the Participants;
- that the Participant shall promptly advise ResidentialNYC Corp. and Trulia of any change in its name, ownership/principal's name, address, phone number, fax number or email address; and
- that the right to be a Participant is personal and shall not survive the death, dissolution or other termination of the undersigned and may not be transferred by any means without the approval of the ResidentialNYC Corp.

Date: _____, 20____ [IF INDIVIDUAL]

Name: _____

Signature: _____

[IF ENTITY]

Name: _____

By: _____

Name:

Title:

Address: _____

Phone: _____

Fax: _____

Email: _____

ACCEPTED:

ResidentialNYC Corp.

By: _____

Name:

Title:

Date: _____

FEES* FOR ResidentialNYC.com

	Fee	Total Fee with Tax
Initial Sign Up Fee (firm size 1 – 2)	[\$2,500]	[\$2,721.88]
Initial Sign Up Fee (firm size 3 - 5)	[\$3,125]	[\$3,402.34]
Initial Sign Up Fee [firm size 6 – 19]	[\$3,750]	[\$4,082.81]
Initial Sign Up Fee [firm size 20 – 74]	[\$9,375]	[\$10,207.03]
Initial Sign Up Fee [firm size 75 plus]	[\$15,625]	[\$17,011.72]
Reinstatement within 90 days	[\$250]	[\$272.19]
Reinstatement after 90 days	[\$500]	[\$544.38]
Annual per agent fee	[\$25]	[\$27.22]

*All fees are subject to New York City and State Sales Tax (8.875%)