

Addendum To Opt-In Agreement For IDX Program

The following Addendum To Opt-In Agreement must be completed and signed by any Participant (Broker of Record) already participating in GSMLS' IDX Program (referred to herein as "IDX User") in order to include the Participant's listing property addresses in the GSMLS IDX Database and Program.

This Agreement must be completed, signed by the Participant (Broker of Record), and faxed to GSMLS at Fax No.: **973-898-8044**

ADDENDUM TO OPT-IN AGREEMENT FOR GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C. INTERNET DATA EXCHANGE PROGRAM

Agreement by and between:

(a) NEWMLS, L.L.C. d/b/a Garden State Multiple Listing Service, L.L.C. ("GSMLS")
and

(b) Name: _____ ("IDX User")
(Broker of Record)

GSMLS ID: _____ Office ID: _____

Office: _____

Address: _____

Phone No.: _____

e-mail address: _____

IDX User is a Participant (Broker of Record) in the GSMLS MLS System

I. Request And Authorization For Inclusion Of Listing Property Addresses In The GSMLS IDX Database

IDX User hereby requests and authorizes GSMLS to include IDX User's listing property addresses in the GSMLS IDX Database and Program

II. Property Owner Consent:

IDX User hereby represents that he/she will not allow any listing property address to be placed into the GSMLS IDX System without property owner consent.

III. Termination:

This Agreement may be terminated by either party upon notice to the other, with or without cause. This Agreement will automatically terminate if GSMLS terminates its IDX Program or IDX User no longer belongs to GSMLS.

IV. Waiver of Claims and Indemnification:

IDX User understands that GSMLS is making its IDX Program available solely as a service to the users of its MLS, and makes no representations regarding the proper operation of its IDX Program or the continuation of the IDX Program

IDX User hereby waives any claims he/she may have against GSMLS pertaining to or arising from the IDX Program. IDX Users' only remedy shall be termination of this Agreement. IDX User agrees to indemnify GSMLS from, and hold GSMLS harmless against, any claim, suit, action or other proceeding brought by any third party based on or arising from the IDX Program and any damages incurred by GSMLS, including its reasonable attorneys fees, relating thereto.

Agreed to on the date set forth below:

IDX User (Broker of Record)

Signature : _____ Date: _____