





## ACAR Commercial Information Exchange Application Form

9100 South Hills Blvd. #150, Broadview Heights, OH 44147 | 216.901.0130 | cie@akronclevelandrealtors.com

### **BILLING INSTRUCTIONS** (CONTINUED)

- Pay by credit card - Call 216.9010130
- Pay by check - Please send payment to:  
ACAR  
Attn: CIE Billing  
9100 South Hills Blvd., #150  
Broadview Heights, OH 44147

*\*Billing will automatically renew until cancelled,  
12-month minimum*

**Please review the ACAR CIE Rules & Regulations:**  
<https://www.acarcommercial.com>

**Please review the Vendor Terms of Use:**  
<https://www.catylist.com/terms/>

### **AGREEMENT**

Akron Cleveland Association of REALTORS® (ACAR) has entered into an agreement with the vendor ("Vendor") to host the Information Exchange system for the ACAR Commercial Information Exchange ("ACAR CIE"). Vendor is a third-party beneficiary to this ACAR CIE Subscriber Agreement ("Agreement"). All applications are subject to verification and approval. The quarterly subscription fee set forth in this Agreement (the "Fees") is payable in advance, due at the time of Subscriber's application and at regular intervals thereafter and may be changed in the sole discretion of ACAR's Board of Directors.

I hereby apply for access to the ACAR CIE as a subscriber/participant (choose one) ("Subscriber") and acknowledge that I have read and I understand and agree to be bound by the ACAR CIE Rules and Regulations any related resolutions adopted by ACAR, and the Vendor's Terms of Use ("EULA"), each of which are incorporated as if fully rewritten herein, as each may be amended from time to time. Subscriber shall be deemed to have agreed to any and all such changes and/or amendments by Subscriber's continued use of the ACAR CIE and Vendor's services. Subscriber agrees in entering into this Agreement that is it not relying on any representation of ACAR or Vendor, whose services are offered AS IS-AS AVAILABLE, and Subscriber hereby waives all claims related to or arising from warranties of any kind.

Subscriber shall use the ACAR CIE and Vendor's services only in accordance with this Agreement, the EULA and the Rules and Regulations, and in compliance with all applicable laws. Subscriber's log-in credentials shall be kept in strict confidence and shall not be shared with other Subscribers or nonsubscribers. Subscriber shall prevent unauthorized access to or use of the ACAR CIE and Vendor's services and notify ACAR promptly of any such known unauthorized access or use. Content submitted or uploaded to the ACAR CIE by Subscriber shall not infringe upon any third-party copyright. Subscriber shall not assign, amend or modify this Agreement except as agreed to or authorized in writing by ACAR CIE.

In ACAR's sole discretion, Subscriber's access to the ACAR CIE and the Vendor's service may be suspended and any Subscriber content removed without notice in the event of a suspected or known violation of the Rules and Regulations, EULA or any applicable law or regulation, or for failure to pay Fees when due. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**QUESTIONS? Please contact Membership/Accounting at 216.901.0130**