

# **LICENSE AGREEMENT FOR USE OF STANDARD FORMS**

This License Agreement (“Agreement”) is entered into by and between the Hawaii Association of REALTORS® (“HAR” or “Licensor”), a [Hawaii nonprofit corporation type to be confirmed], with its principal place of business at [address to be determined], and each HAR member in good standing who accesses or uses any HAR copyrighted standard forms (“Licensee”). This Agreement is effective as of [effective date to be determined].

## **1. Grant of License**

Subject to the terms and conditions of this Agreement, HAR grants to Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use HAR’s copyrighted standard forms for real estate transactions in the State of Hawaii (the “Forms”) solely in accordance with Section 2 below.

## **2. Scope of Use**

Authorized Users: The license is limited to the individual Licensee who is a current HAR member in good standing. Team, firm-wide, or office use requires a separate written license from HAR.

### **Permitted Uses**

Licensee may:

- Download, access, complete, and reproduce the Forms for use in actual real estate transactions in Hawaii in which Licensee is directly involved as a principal, broker, or agent.
- Distribute completed Forms to clients and transaction counterparties, their representatives, and involved service providers as reasonably necessary to conduct the transaction.

- Store completed Forms in transaction files and retain archival copies consistent with legal, regulatory, and brokerage recordkeeping requirements.

## **Restrictions**

Licensee shall not:

- Modify, create derivative works of, reverse-engineer layout or data structures of, or remove or alter any copyright, trademark, or proprietary notices on the Forms, except for completing variable fields intended to be filled in during normal use.
- Share, publish, post, or redistribute blank or unredacted Forms to the public, including via websites, social media, listservs, or file-sharing platforms, without HAR's prior written consent.
- Sell, license, sublicense, or otherwise commercialize the Forms or grant access to non-members, except distribution of completed Forms as permitted above.
- Use the Forms outside Hawaii or for transactions unrelated to Hawaii real property.
- Use the Forms after Licensee's HAR membership lapses, is suspended, or is terminated.

## **Copies and Format**

HAR may provide the Forms in print, PDF, electronic, or other formats. HAR may update, replace, or retire Forms at any time. Upon notice of replacement or retirement, Licensee shall cease use of the superseded Forms for new transactions and transition to current versions within [transition period to be determined].

## **Compliance**

Licensee is responsible for ensuring that use of the Forms complies with applicable law, regulations, MLS rules, brokerage policies, and ethical obligations.

## **3. Intellectual Property Rights**

The Forms and all associated copyrights, trademarks, service marks, trade dress, and other intellectual property rights are and shall remain the exclusive property of HAR and/or its licensors. Except for the limited license expressly granted herein, no rights are granted by implication, estoppel, or otherwise. All goodwill arising from use of HAR's marks inures to HAR.

## **4. Incorporation by Reference**

This Agreement is incorporated by reference into each of the Forms. By accessing, using, or distributing any Form, Licensee acknowledges and agrees to be bound by this Agreement.

## **5. Posting on Website**

HAR will post the current version of this Agreement on its website at [URL to be determined]. HAR may update this Agreement from time to time as provided in Section 8. Any material updates will be noted with a revised effective date.

## **6. Term and Termination**

### **Term**

This Agreement is effective as of the Effective Date and continues so long as Licensee remains a member of HAR in good standing, unless earlier terminated as provided herein.

### **Suspension/Termination by HAR**

HAR may suspend or terminate the license immediately upon written notice if Licensee breaches this Agreement, loses HAR membership good standing, or engages in misuse or unauthorized distribution of the Forms.

### **Termination by Licensee**

Licensee may terminate this Agreement at any time by ceasing all use of the Forms. Termination does not relieve Licensee of obligations that by their nature should survive.

### **Effect of Termination**

Upon termination or expiration, Licensee must cease all use of blank Forms and destroy or securely delete any blank copies in Licensee's possession or control. Licensee may retain and use completed Forms strictly for recordkeeping, compliance, and enforcement of rights and obligations arising from transactions entered into prior to termination.

### **Remedies**

HAR reserves all rights and remedies available at law or in equity for any breach of this Agreement, including injunctive relief and damages [specific remedies to be determined].

## **7. Governing Law; Venue**

This Agreement is governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of laws principles. The parties agree to the exclusive jurisdiction and venue of the state and federal courts located in [County, Hawaii to be determined] for any dispute arising out of or relating to this Agreement.

## **8. Miscellaneous**

### **Amendments; Updates**

HAR may update the Forms and this Agreement from time to time. Material changes will be posted on the HAR website with the revised effective date. Continued use of the Forms after the effective date of an update constitutes acceptance of the updated terms. For material adverse changes, HAR will provide [notice period to be determined] advance notice where practicable.

### **Notices**

Notices to HAR must be in writing and delivered to [HAR notice address/email to be determined]. Notices to Licensee may be provided via email to Licensee's address on file with HAR, via the HAR website, or through the platform used to access the Forms.

### **No Legal Advice; Responsibility**

The Forms are provided as standardized documents and are not legal advice. Licensee remains solely responsible for determining suitability, for accurate completion, and for compliance with applicable laws and regulations. Licensee should consult legal counsel as needed.

### **No Warranties; Disclaimer**

The Forms are provided "as is" without warranties of any kind, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.

### **Limitation of Liability**

To the maximum extent permitted by law, HAR shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or lost profits, arising from or related to the Forms or this Agreement. HAR's

aggregate liability to Licensee for direct damages shall not exceed [cap amount to be determined].

### **Indemnification**

Licensee shall indemnify, defend, and hold harmless HAR and its officers, directors, employees, and agents from and against claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Licensee's use of the Forms in violation of this Agreement or applicable law.

### **Assignment**

Licensee may not assign or transfer this Agreement or the license granted herein without HAR's prior written consent. Any attempted assignment in violation of the foregoing is void. HAR may assign this Agreement to a successor or affiliate upon notice.

### **Relationship of the Parties**

The parties are independent contractors. No agency, partnership, joint venture, or employment relationship is created by this Agreement.

### **Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

### **Waiver**

No waiver of any term is effective unless in writing and signed by the waiving party. No waiver of any breach constitutes a waiver of any other or subsequent breach.

## **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous agreements or understandings regarding the Forms, except that specific written licenses executed by HAR and Licensee will govern to the extent they expressly supersede this Agreement.

## **Counterparts; Electronic Acceptance**

This Agreement may be accepted electronically and may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. By accessing or using any Form, Licensee adopts an electronic signature agreeing to this Agreement.

IN WITNESS WHEREOF, HAR has caused this Agreement to be published as of [effective date to be determined], and Licensee agrees by accessing or using any Form.

Hawaii Association of REALTORS®

By: [authorized signatory]

Name: [name to be determined]

Title: [title to be determined]

Date: 2025-11-23

Licensee

By: [member name]

Name: [printed name]

HAR Member Number: [number to be determined]

Date: [date to be determined]