

Internet Data Exchange (IDX) Agreement

THIS LICENSE AGREEMENT is made and entered into by and between the **SUN VALLEY BOARD OF REALTORS /SUN VALLEY MULTIPLE LISTING SERVICE** (hereinafter “**SBR/SMLS**”) and _____(hereinafter “**Realtor/Participant**”), as of this 15 day of July, 2012.

RECITALS:

- A. SBR/SMLS is the owner of certain database consisting of active and contingent exclusive right to sell listings which do not otherwise prohibit Internet or electronic advertising (“**listings**”). SBR/SMLS requires written consent of the listing parties to display or advertise data on the Internet and/or electronic advertising.
- B. Realtor/Participant desires to receive and/or display all listings which SBR/SMLS has received written consent for Internet and/or electronic advertising on his or her personal website or other electronic advertising medium.
- C. The parties desire to enter into this agreement to license Realtor/Participant and to enable Realtor/Participant to receive, use and/or display SBR/SMLS database as defined herein on the terms and conditions stated in this agreement.

NOW, THEREFORE, it is agreed as follows:

The undersigned Realtor/Participant hereby requests to receive, use and/or display all consenting SBR/SMLS database listings as defined above, and the undersigned Realtor/Participant hereby agrees and warrants to SBR/SMLS as follows:

- 1. SBR/SMLS grants to Realtor/Participant, the non-exclusive right to use the listing data for a period commencing upon execution of this agreement, and terminating on July 15, 2013.
- 2. The website to which “listings” will be posted must be under the Realtor/Participant’s control and must appear as the Realtor/Participant’s company or personal website. Realtor/Participant is responsible to ensure that the listing data displayed on a website of any Realtor/Participant affiliated with that Realtor/Participant is also in compliance with the terms of this agreement.
- 3. Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. The current annual fee per agent shall be \$10.00.

4. Those who choose may receive the data in one of the following ways:
 - a. Smart Frame (live data framed in existing website) through FBS data systems
 - b. Raw Data Stream by way of a nightly FTP from FBS data systems by way of a Third party vendor for design and display of SBR/SMLS listing data
 - c. Link to Sun Valley Board of Realtors website (not recommended) (www.sunvalleyidahorealestate.com)
5. No Listing data derived from the SBR/SMLS database shall at any time be modified or altered by the Realtor/Participant. Listing data may not be modified for display by anyone other than the listing broker.
6. All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.
7. Raw data users are allowed to display additional data fields. All fields of information contained in the SBR/SMLS database shall be equal in font size when used by Realtor/Participant. The listing office name will be in a consistent font size and type with the balance of the listing information. This information can be in block form with field titles (see SBR website for an example) or can state "This listing courtesy of..."
8. Realtor/Participants are prohibited from sharing the MLS database with any unauthorized third party. All listings displayed pursuant to IDX shall show the MLS as the source of the information. Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.
9. SBR/SMLS does not assume any liability for missing or inaccurate data. Any search result and subsequent display of listings must have the following disclaimer: "Information provided by Sun Valley Board of Realtors/ Sun Valley Multiple Listing Service is deemed reliable but not guaranteed."
10. The initial summary or thumbnail page shall require the same disclaimer that is on the SBR website and it must appear at the top of the first page. Disclaimer reads: "The properties displayed are provided courtesy of Real Estate Brokers participating in the Sun Valley Board of Realtors®/ Sun Valley Multiple Listing Service Internet Data Exchange Program (IDX)."

11. Realtor/Participant shall update (refresh) all information on the site at least once every 7 days with information provided by SBR/SMLS.
12. It is hereby agreed that certain MLS listings are prohibited from display on the Internet. Realtor/Participant shall not display any listings which indicate they shall not be displayed on the Internet.
13. All photographs submitted by the listing agent are allowed for use.
14. When entering into the SBR data on raw data users' websites, either the search button or the top of the initial search page shall be clearly marked that you are entering "Sun Valley Board of Realtors/ Sun Valley Multiple Listing Service listings"
15. Active and Pending statuses are allowed to be displayed. Displays of Closed, Withdrawn, Expired, Cancelled and Deleted listings are prohibited.
16. Prohibited fields shall include Owner, List Date, Exp Date, Legal, SOC, To Show, Directions, Excluded Parties and any other fields deemed prohibited by the Board of Directors. The Seller has the option to opt in or opt out of displaying the "Address" of their property on the Internet. Agents shall not refer to the contents of these prohibited fields in their public remarks section.
17. No comments, statements or visual effects on frames/sidebars shall be misleading as to the ownership of the listing.
18. All displayed information provided by the SBR/SMLS to Realtor/Participant will be subject to review and approval by the Technology Committee. All decisions by the Technology Committee may be appealed to the Board of Directors.
19. Realtor/Participants' consent for display of their active listings by other Realtor/Participants pursuant to the rules and regulations herein is presumed unless a Realtor/Participant affirmatively notifies the MLS that the Realtor/Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). SBR/SMLS displayed data is reciprocally available to be displayed between the members. Therefore, if a Realtor/Participant refuses on a blanket basis to permit the display of that Realtor/Participant's listings, that Realtor/Participant may not download or frame the aggregated MLS data of other Realtor/Participants.

20. SBR/SMLS or FBS Data Systems will provide (or give access to) data to the website provider a minimum of once a week and a maximum of once each business day.
21. Realtor/Participant's membership in the SBR/SMLS is a specific condition precedent to this agreement, and in the event Realtor/Participant no longer is a member of the SBR/SMLS during the term of agreement, the agreement shall automatically terminate.
22. Participation in IDX is available to all MLS Participants who are Realtors who are engaged in real estate brokerage and who consent to display of their listings by other Participants. This requirement is met by Participants being available to represent real estate sellers or buyers (or both).
23. Realtor/Participant shall indemnify, defend and hold harmless SBR/SMLS, its officers, directors, employees and its successors and assigns, from and against any and all damages, losses, liabilities, expenses and demands, claims and actions, including reasonable attorney's fees and court costs, brought against or incurred by either or both parties hereto in connection with or arising from Realtor/Participant's use of listing data.
24. SBR/SMLS shall provide Realtor/Participant with access to the listing data, but SBR/SMLS does not assume any responsibility for the accuracy of such information, and shall not be deemed to make, or to have made, any warranties concerning the listing data, except as expressly stated in this agreement.
25. In the event of any legal action with respect to this agreement, including an action for breach of this agreement, the prevailing party shall be entitled to recover from the other reasonable attorney's fees and costs incurred in connection with such litigation, whether at trial or appeal thereof, or review there from.
26. Realtor/Participant must make changes within five (5) business days of written notice from SBR/SMLS as necessary to correct or cure any violation of the SBR/SMLS Rules and Regulations or any breach of this agreement. Failure to correct and cure within five (5) business days of written notice shall result in a \$50 per day fine for the first offence until cured and a \$100 fine per day until cured for the second offence. Third offence shall result in the termination of this agreement and/or the blocking of the IP address of offending site. All fines and termination are appeal-able to the Board of Directors.
27. Realtor/Participant shall be in default under this agreement in the event Realtor/Participant fails to perform or observe any term, covenant or undertaking in this agreement to be performed or observed by

Realtor/Participant. In the event Realtor/Participant fails to cure said default within five (5) days after written notice by SBR/SMLS, SBR/SMLS shall be entitled to exercise its rights and remedies as provided in paragraph 29 herein; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said five (5) day period, Realtor/Participant shall not be deemed to be in default if Realtor/Participant has promptly commenced and continues diligent efforts to remedy the default, in which event Realtor/Participant shall have such additional time as necessary, but not more than thirty (30) days after SBR/SMLS has given Realtor/Participant notice to remedy such default. Additionally, Realtor/Participant may appeal the SBR/SMLS determination of default by requesting a hearing in accordance with the SBR/SMLS Code of Ethics and Arbitration Manual; provided, however, such hearing shall be conducted within thirty (30) days from the SBR/SMLS notice of default.

28. In the event of default, SBR/SMLS shall be entitled to terminate this agreement without limiting SBR/SMLS in the exercise of any right or remedy at law or in equity which SBR/SMLS may have by reason of such default. Upon termination of this agreement Realtor/Participant shall cease and desist using the listing data of SBR/SMLS which is subject to this agreement. In the event Realtor/Participant fails to cease and desist using the listing data, SBR/SMLS shall be entitled to file an ethics complaint against the Realtor/Participant and seek a hearing on such complaint pursuant to the Code of Ethics and Arbitration Manual of SBR/SMLS, and Realtor/Participant may be subject to the disciplinary action as set forth in the Code of Ethics and Arbitration Manual, which may include but is not limited to suspension from MLS services, after the conclusion of an ethics hearing.
29. The parties hereto recognize, acknowledge and agree that the listing data which is the subject of this agreement is highly sensitive and confidential, and that the unauthorized disclosure, use and imitation of such listing data by a third person not party to this agreement could seriously and adversely affect the business of SBR/SMLS. Accordingly, as a condition to SBR/SMLS executing this agreement, Realtor/Participant agrees to take all appropriate action to ensure all third party vendors and/or agents employed by Realtor/Participant for creation and/or maintenance of its website do not use, disclose or imitate this listing data other than for the specific purpose of creation and maintenance of the Realtor/Participant's website, and Realtor/Participant agrees to indemnify and hold SBR/SMLS harmless for all damages, costs and expenses, including reasonable attorney's fees, resulting from improper use of listing data by third party vendors and/or agents.

Agent name and signature

Internet Data Exchange (IDX) Agreement

Broker name and signature

Realtor/Participant's Signature

Broker's Signature

Printed Name

Printed Name

Firm Name

Dated: _____

Realtor/Participant's Website
Address: _____

Website Manager Name and Address: _____ Constellation Web Solutions - brokersolutions@constellationws.com

Compliance verified by _____

Payment received on: _____

Accepted By _____

SUN VALLEY BOARD OF REALTORS®/ SUN VALLEY MULTIPLE LISTING SERVICE

Dated: _____

Rev 6/2012