

## **Participant Request for IDX Display on Participant/Sales Licensee Websites (“Participant Request”)**

This Participant Request is made pursuant to the license agreement (the “License Agreement”) between the Amarillo Association of Realtors™, a Texas corporation (“AAOR”) and Constellation Web Solutions, a \_\_\_\_\_ (“Vendor”) (the “License Agreement”), a copy of which is available to the undersigned (“You” or “Your”) upon request to AAOR. Terms not otherwise defined in this Participant Request shall have the meaning set forth in the License Agreement.

By signing this Participant Request, You are requesting that the website having the domain name(s) identified by You in this Participant Request (“Your Website”) be included as a Website under the License Agreement, and You hereby consent to the grant of the License to Vendor, subject to and in accordance with the terms of the License Agreement. The domain name for Your Website is subject to the approval of AAOR, which approval will not be unreasonably withheld. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST AAOR, NOW EXISTING OR HEREAFTER ARISING, RELATING TO THE LICENSE AGREEMENT, INCLUDING THE LICENSE GRANTED TO VENDOR WITH RESPECT TO YOUR WEBSITE. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to Your Website, in accordance with the terms of the License Agreement. In consideration for the License granted by AAOR to Vendor with respect to Your Website, You agree to pay to AAOR any applicable license fees.

You represent and warrant to AAOR that (i) You are a principal real estate broker, broker in charge, or a real estate brokerage firm (“Participant”), or a sales licensee, agent, or non-principal broker (“Sales Licensee”) of a Participant, licensed in accordance with the laws of the state of Texas, (ii) You are a participant or subscriber in good standing to AAOR’s multiple listing service, (iii) You are, or if You are a Sales Licensee, Your Participant is a participant in AAOR’s Internet Data Exchange (IDX) program as described in the Rules and Regulations, and (iv) You are not in default under the Rules and Regulations. You represent and warrant that development and operation of Your Website will at all times be under your direct supervision and control.

You further represent and warrant to AAOR that You have read and understand the terms and conditions of the License Agreement. You agree and acknowledge that the License granted to Vendor by AAOR under the License Agreement is an accommodation to You, and You are unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to Your Website. Specifically, You are responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings.

If You are a Participant, You further agree and acknowledge that You are unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor's obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to the Websites of Your Sales Licensees. If You are a Participant, You are responsible for the display of Licensed Listings on the Websites of Your Sales Licensees strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings.

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Domain Name for Website:

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Name of Requesting Participant or Sales Licensee:

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

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

If Requesting Party is a Sales Licensee, Name of Participant of Sales Licensee:

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

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

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**LICENSE AGREEMENT**  
**(Website Vendor Display of Licensed Listings)**

This License Agreement ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("Effective Date"), by and between the Amarillo Association of Realtors™, a Texas corporation ("AAOR") and Constellation Web Solutions a \_\_\_\_\_ ("Vendor"). AAOR and Vendor may be referred to collectively as the "Parties."

WHEREAS AAOR has all right, title, interest in, and ownership of a compilation of real estate listings known as the multiple listing service ("MLS Database") and a subset of the MLS Database referred to as the Internet Data Exchange ("IDX").

WHEREAS \_\_\_\_\_ is a principal real estate broker, broker in charge, or a real estate brokerage firm ("Participant"), or a sales licensee, agent, or non-principal broker of a Participant ("Sales Licensee") who, as of the Effective Date, has executed a request to display public fields from the IDX ("Licensed Listings") on a single website developed by Vendor for the benefit of Participant or Sales Licensee.

**AGREEMENT**

In consideration of the execution and delivery of this Agreement, the performance of the obligations hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AAOR and Vendor hereby agree as follows:

**1. License Grant**

Subject to the terms and conditions set forth in this Agreement, including but not limited to, the payment to AAOR of all applicable fees by Participant, Sales Licensee and/or Vendor, AAOR hereby grants to Vendor, and Vendor accepts, a non-exclusive, non-transferable license to display the Licensed Listings (public fields from the IDX) on one (1) Internet website developed by Vendor for the benefit of Participant or Sales Licensee ("License") at www.\_\_\_\_\_ ("Website").

**2. Means of Access**

Access by Vendor to the Licensed Listings shall be exclusively by the means designated by AAOR, in its sole discretion. AAOR may, in its sole discretion and upon thirty (30) days written prior notice to Vendor, change the means and nature of accessing the Licensed Listings. As of the Effective Date of this Agreement, the Licensed Listings are available by either Software Developer Kit (according to the limitations set forth in subparagraph a. below), Application Programming Interface (according to the limitations

set forth in the subparagraph b. below), FTP Download (according to the limitations set forth in subparagraph c. below), or Link (according to the limitations set forth in subparagraph d. below).

a. Software Developer Kit

Access to the Licensed Listings shall be through a Software Developer Kit that transfers the user's data requests to the AAOR server and returns the search results to the user through the Website. Vendor must be certified according to the Real Estate Transaction Standard (RETS) before AAOR will grant a License to the Software Developer Kit. For Software Developer Kit access only, AAOR hereby grants to Vendor a non-exclusive, non-transferable license to use the Software Developer Kit for the limited purpose of creating, developing, and testing the computer software or code to be used for operation of the Website. The Software Developer Kit is defined as the encrypted keys for the Website software, the application programming interface used for transferring files between AAOR and the Website, and all other computer files and other information provided by AAOR to Vendor for the creation, development and testing of the Website software. For purposes of this Agreement, the term "License" shall expressly include this license to use the Software Developer Kit. AAOR may, at any time, in its sole discretion, change the format of the Software Developer Kit, including, but not limited to, the table structures and data formats.

Vendor may store the Licensed Listings for caching for a period of no longer than twenty-four (24) hours.

Other fees payable to AAOR or third-parties may be associated with the Software Developer Kit.

b. Application Programming Interface ("API")

Access to the Licensed Listings shall be through an application programming interface that transfers the user's data requests to the AAOR server and returns the search results to the user through the Website. For application programming interface access only, AAOR hereby grants to Vendor a non-exclusive, non-transferable license to use the API for the limited purpose of creating, developing, and testing the computer software or code to be used for operation of the Website. The API is defined as the encrypted keys for the Website software, the application programming interface used for transferring files between AAOR and the Website, and all other computer files and other information provided by AAOR to Vendor for the creation, development and testing of the Website software. For purposes of this Agreement, the term "License" shall expressly include this license to use the API. AAOR may, at any time, in its sole discretion, change the format of the API, including, but not limited to, the table structures and data formats.

Vendor may store the Licensed Listings for caching for a period of no longer than twenty-four (24) hours.

Other fees payable to AAOR or third-parties may be associated with the API.

c. FTP Download

Access to the Licensed Listings shall be through download of the Licensed Listings through AAOR's server via file transfer protocol ("FTP Download"). For FTP Download only, AAOR hereby grants to Vendor a non-exclusive, non-transferable license to download the Licensed Listings through FTP Download. For purposes of this Agreement, the term "License" shall expressly include this license to use the FTP Download. AAOR may, at any time, in its sole discretion, change the means and nature of downloading the Licensed Listings, including, but not limited to, the table structures and data formats.

Vendor shall download an updated file of the Licensed Listings at least one (1) time every twenty-four (24) hours. Vendor shall promptly delete prior downloads. Vendor may download the Licensed Listings no more frequently than one (1) time every twenty-four (24) hours. Vendor's initial download of the Licensed Listings shall be a full download. After the initial download, Vendor's downloads of the Licensed Listings may be full or incremental as determined by AAOR in its sole discretion.

Other fees payable to AAOR or third-parties may be associated with the FTP Download.

d. Link

Access to the Licensed Listings shall be through a hypertext reference link ("Link"). AAOR hereby grants to Vendor a non-exclusive, non-transferable license to provide a Link to only the initial, top level display for the IDX Listings on the site www.\_\_\_\_\_ ("Site"). Vendor shall not create a Link to any page within the IDX Listings on the Site. For purposes of this Agreement, the term "License" shall include this license to provide a Link. Without the prior written consent of AAOR, Vendor will not use "framing," "pop-up window," or other similar technique or display mechanism to change the appearance of the Site from how it would appear if a user accessed the Site from a typical web browser.

Other fees payable to AAOR or third-parties may be associated with the Link.

3. Limitations on License

Vendor shall not use or display the Licensed Listings, the Software Developer Kit, API, FTP Download, and/or the Link, in whole or in part, for any purpose except as expressly provided under this Agreement. Subject to the terms of this Agreement, Vendor shall not modify, copy, display, reproduce, or create derivative works from, the Licensed Listings, Software Developer Kit, API, FTP Download and/or Link. Vendor may not sell, license, sublicense, or otherwise transfer, the Licensed Listings, or any portion of the Licensed Listings, the Software Developer Kit, API, FTP Download, and/or the Link, to any third party. Vendor shall not engage in practices of "screen scraping," "database scraping," or any other similar activity. Vendor shall ensure that the Website conforms to the Rules and Regulations that relate to the IDX program. A copy of the Rules and Regulations is available upon request.

#### 4. Proprietary Notices

The Website must include a privacy policy and terms and conditions of use which are substantially in conformity with the Privacy Policy and Terms and Conditions included on AAOR's website.

Each display by Vendor of any Licensed Listing shall clearly and conspicuously identify the Amarillo Association of Realtors<sup>TM</sup> as the source of the Licensed Listing.

Each web page which displays any Licensed Listings, or portion of Licensed Listings, shall include the following notices which shall be in a typeface not smaller than the median used in the display of Licensed Listings on that page:

This multiple listing information is provided by the Amarillo Association of Realtors<sup>TM</sup> from a confidential and copyrighted compilation of listings. The compilation of listings and each individual listing are C) [insert current year] Amarillo Association of Realtors. All Rights Reserved.

The information provided is for consumers' personal, noncommercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. All properties are subject to prior sale or withdrawal. All information provided is deemed reliable but is not guaranteed accurate, and should be independently verified.

#### 5. Ownership

The Parties acknowledge and agree that all right, title, interest in, and ownership of, including, without limitation, all patents, copyrights, trademarks, trade secrets and other intellectual property rights throughout the world, including derivative works, renewals, reissues and extensions (the "Rights"), relating in any way to the Licensed

Listings, Software Developer Kit, API, FTP Download and/or Link belong solely to AAOR, its legal representatives, successors, and assigns.

Vendor hereby assigns all of its right, title, interest in, and ownership of, if any, the Licensed Listings, Software Developer Kit, API, FTP Download and/or Link, including the Rights, to AAOR, its legal representatives, successors, and assigns. Vendor agrees to execute all documents and take all action reasonably requested by AAOR in connection with the assignment of Rights to AAOR.

#### 6. Nondisclosure and Confidentiality

Vendor agrees and acknowledges that in addition to any copyright and other proprietary rights, the Licensed Listings are Confidential Information of AAOR. The Licensed Listings, any non-public information delivered by or under the direction of AAOR or used by Vendor in connection with access to the Licensed Listings, the Software Developer Kit, API, FTP Download, Link and the terms and conditions of this Agreement (collectively "Confidential Information"), are the exclusive and confidential property of AAOR, and shall be maintained by Vendor as confidential and available exclusively for use by Vendor as provided in this Agreement, and for no other purposes. Vendor shall not disclose any Confidential Information pursuant to a court order or as required by law until Vendor has given AAOR ten (10) days prior written notice and an opportunity to oppose such disclosure.

Vendor agrees to take all reasonable precautions to prevent inadvertent disclosure of Confidential Information. This includes, but is not limited to, not selling, licensing, or otherwise exploiting, directly or indirectly, any services which contain or are derived from Confidential Information, except as provided under the terms of this Agreement.

Vendor further agrees not to disclose any terms of this Agreement to any third party unless approved by AAOR in advance, in writing.

#### 7. Website Hosting and INDEMNITY

All computer hardware, software and servers that generate the web pages on which the Licensed Listings are displayed (collectively referred to as "Servers"), and hosting of the Website, shall be under the direct control and supervision of Vendor. If Vendor intends to use a third-party who will have control over, responsibility for, or access to, the Servers or the hosting of the Website ("Third-Party Host"), at any time during the course of this Agreement, Vendor shall promptly request the written pre-approval of such Third-Party Host by AAOR. AAOR may, among other things, deny the request, require a separate agreement between AAOR and the Third-Party Host, or impose other restrictions on Third-Party Host. Third-Party Host must, at a minimum, comply with this Agreement.

Vendor assumes responsibility for Third-Party Host's compliance with this Agreement and VENDOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AAOR, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND LICENSEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND ACTIONS, INCLUDING THE PAYMENT OF ALL LEGAL EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ARISING OUT OF OR CONNECTED WITH THE DISPLAY OR HOSTING OF THE LICENSED LISTINGS OR ANY MATERIAL BREACH BY THIRD-PARTY HOST OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

#### 8. Security

Vendor agrees to take all steps necessary to protect the Licensed Listings, Software Developer Kit, API, FTP Download and/or Link from unauthorized access, distribution, copying or use. Vendor shall immediately notify AAOR of any actual or attempted material unauthorized access to, or download or use of, the Licensed Listings, Software Developer Kit, API, FTP Download and/or Link. Upon the occurrence of any such event or action, Vendor shall take all steps necessary, and cooperate with AAOR in every way requested by AAOR, to remedy and prevent the continuation or recurrence of such actions or event.

#### 9. Term of License

Subject to the terms and conditions set forth in this Agreement, including the termination provisions of section 10, the License shall begin on the Effective Date and shall remain in effect for a term of one (1) year. The License shall automatically renew for additional one (1) year periods unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

#### 10. Termination

This Agreement, including, without limitation, the License, may be terminated by Vendor or AAOR with or without cause upon ten (10) days prior written notice. Upon the termination of this Agreement, for any reason, the License and any other license granted under this Agreement shall terminate and Vendor shall within ten (10) business days of the date of termination of this Agreement (i) permanently delete and remove all copies of the Licensed Listings, Software Developer Kit, API, FTP Download, Link and other related software from all computers and other storage devices on which they were loaded or copied, including the Servers, and (ii) terminate the use and display of any Licensed Listings on the Website or elsewhere, and (iii) deliver to AAOR written certification acceptable to AAOR of Vendor's compliance with the provisions of this section.



Termination of this Agreement, under any circumstances, shall not abrogate, impair, release, or extinguish any debt obligation, or liability of Vendor to AAOR, which may have accrued hereunder or any agreement between the Parties, including without limitation, any such debt, obligation, or liability which was the cause of termination or arose out of such cause.

Sections 3, 5-8, and 12-19 shall survive termination of this Agreement.

#### 11. License Suspension

AAOR may, at its option and without prior notice to Vendor, immediately suspend the License, including access to or display of the Licensed Listings, Software Developer Kit, API, FTP Download, and/or Link, or any portion of the Licensed Listings, upon the occurrence of any default by Vendor, or the occurrence of any event which AAOR believes may constitute a default, under this Agreement, including failure by Participant, Sales Licensee and/or Vendor to pay any license fees owing to AAOR under this or any other agreement. AAOR shall provide Vendor and the Participant/Sales Licensee with written notice of suspension of the License within three (3) days following the first day of suspension. Nothing under this section shall be construed as requiring AAOR to suspend the License prior to exercising its right of termination under section 10 of this Agreement.

#### 12. Operation in Accordance with Law

Vendor agrees that it will at all times display the Licensed Listings and Website in a professional manner and in accordance with all applicable federal, state and local laws. Vendor will not include on the Website any material which is infringing, obscene, illegal, immoral, unethical or offensive. The Website shall not include any viruses, worms, "trojan horses" or other similar contaminating or harmful features. No display or use of the Licensed Listings, or any portion of the Licensed Listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

#### 13. INDEMNIFICATION

VENDOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AAOR, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND LICENSEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND ACTIONS, INCLUDING THE PAYMENT OF ALL LEGAL EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ARISING OUT OF OR CONNECTED WITH ANY MATERIAL BREACH BY VENDOR OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ANY BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN SECTION 14 OF

THIS AGREEMENT, AND THE USE AND DISPLAY OF THE LICENSED LISTINGS AND/OR WEBSITE.

14. Representations and Warranties of Vendor

Vendor represents and warrants that: (a) if it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State and country in which it is registered and that it is in compliance with all laws of its State and country; (b) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations hereunder; and (c) any information provided or made available by Vendor to AAOR is at all times accurate and complete.

15. DISCLAIMER OF WARRANTIES

THE LICENSED LISTINGS, SOFTWARE DEVELOPER KIT, API, FTP DOWNLOAD AND LINK ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. AAOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, AND SPECIFICALLY EXCLUDES AND DISCLAIMS ANY WARRANTY THAT THE LICENSED LISTINGS, SOFTWARE DEVELOPER KIT, API, FTP DOWNLOAD AND/OR LINK PREPARED HEREUNDER ARE FIT FOR ANY PARTICULAR PURPOSE, AND FURTHER EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR NONINFRINGEMENT, OF SATISFACTORY QUALITY, OR OF ACCURACY.

THE LICENSED LISTINGS ARE COMPILED FROM INFORMATION PROVIDED BY THIRD PARTIES, AND AAOR GIVES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION PROVIDED TO AAOR OR AAOR'S REPRODUCTION THEREOF.

VENDOR ACKNOWLEDGES AND AGREES THAT USE OF, ACCESS TO, AND THE DISPLAY OF THE LICENSED LISTINGS, SOFTWARE DEVELOPER KIT, API, FTP DOWNLOAD, AND/OR LINK BY VENDOR DOES NOT CONSTITUTE AN ENDORSEMENT, ACCEPTANCE, OR APPROVAL BY AAOR OF ANY DISPLAY OF THE LICENSED LISTINGS OR THE CONTENT OF THE WEBSITE. AAOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, INTELLECTUAL PROPERTY INFRINGEMENT, CONTENT, ACCURACY, DEFAMATION, AND OTHER UNLAWFUL CONTENT.

16. LIMITATION OF LIABILITY

AAOR SHALL NOT BE LIABLE FOR ERRORS, OMISSIONS, DELAYS OR INTERRUPTIONS IN THE LICENSED LISTINGS, SOFTWARE DEVELOPER KIT, API, FTP DOWNLOAD OR LINK CAUSED BY ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OR FAILURE TO ACT OF AAOR.

TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, AAOR'S ENTIRE AND CUMULATIVE LIABILITY TO VENDOR, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE DEVELOPER KIT, API, FTP DOWNLOAD OR LINK, OR THE USE OR DISPLAY OF THE LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO AAOR BY PARTICIPANT, SALES LICENSEE AND VENDOR UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS SECTION, IN NO EVENT SHALL AAOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES), EVEN IF AAOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Injunctive Relief

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Vendor of any provisions of this Agreement and that any such breach by the Vendor will cause AAOR great and irreparable injury and damage. Accordingly, Vendor agrees that AAOR shall be entitled, without waiving any additional rights or remedies otherwise available to AAOR at law, equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Vendor of any of the covenants of this Agreement.

18. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS, RULES, OR PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER STATE). THIS AGREEMENT IS MADE IN AND PERFORMABLE IN POTTER COUNTY, TEXAS, AND ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE PARTIES' RIGHTS AND DUTIES HEREUNDER SHALL BE BROUGHT ONLY IN A FEDERAL

OR STATE COURT LOCATED IN POTTER COUNTY, TEXAS, AND EACH PARTY SUBMITS ITSELF TO THE JURISDICTION OF THAT COURT.

19. No Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of AAOR and Vendor and is not intended to benefit any third party, including any Participant, Sales Licensee, Brokerage Firm, or users of the Website. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

20. Miscellaneous

a. Independent Contractor. It is expressly agreed that Vendor's relationship to AAOR is that of an independent contractor only and that no other relationship is intended or created by this Agreement. Specifically, nothing in this Agreement shall be in any way construed so as to make AAOR a joint venturer with, or a partner, agent, or employee of, Vendor.

b. Notice. Each party shall designate the name, address, telephone number, fax number and e-mail address of a person who shall be the contact person under this Agreement:

AAOR: Amarillo Association of REALTORS®  
5601 Enterprise Circle  
Amarillo, Texas 79106  
[idx@amarillorealtors.org](mailto:idx@amarillorealtors.org) 806-358-7736 806-359-4140 (F)  
Contact Person: Kerri Grabber

VENDOR:

c. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such provision had never been contained herein, provided that such provision shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

d. Non-Waiver. No waiver by AAOR of any breach by Vendor of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding

breach of the same or any other provision hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. No Assignment. Vendor agrees that it will not assign or delegate, license, sublicense, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of the rights or obligations of Vendor under this Agreement.

f. Entire and Sole Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written communications regarding it, all of which are merged herein.

AGREED:

AAOR

VENDOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Dan Dhy

Title: \_\_\_\_\_

Title: Data and Compliance Manager

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

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

Website

Agent & Company

Date checked/by:

Minimum Required Fields	In Compliance?	Comments (print page if not in compliance)
Additional Sq Ft		
Bathrooms		
Bedrooms		
City		
Finished Basement Sq Ft		
Garage Salls		
Glassed In Porch Sq Ft		
List Price		
Listing Agent		
Listing Office (same size font)		
MLS Area		
One Picture of Property		
Source of Square Footage		
Square Footage		
Unfinished Basement Sq Ft		
AAOR MLS shown as source of info?		

Private Fields (not to be displayed)	In Compliance?	Comments (print page if not in compliance)
Begin Date		
End Date		
Lockbox Number		

**Private Fields (not to be displayed)      In Compliance?      Comments (print page if not in compliance)**

Flood Insurance Required		
Private Remarks		
Title Company		
Buyer's Agency Compensation		
Subagency Compensation		
Var Comm		
Listing Type		
How to Show		
Owner		
Sales Comments		
Office Remarks		

NOTE: All Contract Info fields are considered private including the Days on Market and Type of Listing Agreement

**Misc. Items to Verify**

**In Compliance?      Comments (print page if not in compliance)**

Is a disclaimer similar to this displayed?  
 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

**Misc. Items to Verify**

**In Compliance?**      **Comments (print page if not in compliance)**

Are these prohibited fields displayed?

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*Display of expired, withdrawn, closed, pending, and sold listings is prohibited.*

*Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.*

Additional comments:




# Website Options through FlexMLS

## for the Amarillo Association of REALTORS®, Inc.

Please fill out this form and any additional forms that are required for IDX and then submit them via email to [idx@amarillorealtors.org](mailto:idx@amarillorealtors.org) or fax to 806.359.4140. If you have any questions about this form, please call the Association office, 806.358.7736.

Agent's Name \_\_\_\_\_

FlexMLS User Name \_\_\_\_\_

Delivery Method: (please select ONE method below)		
<b>Requires Only This Completed Form</b>  <input type="checkbox"/> Minimum # of Fields WITHOUT an Address (link) <input type="checkbox"/> Minimum # of Fields WITH an Address (link) <input type="checkbox"/> Maximum # of Fields WITHOUT an Address (link) <input type="checkbox"/> Maximum # of Fields WITH an Address (link)  <input type="checkbox"/> <b>THIS IS AN FBS/AGENT SQUARED WEBSITE</b>	<b>Requires Additional Forms</b>  <input type="checkbox"/> RETS Feed <input type="checkbox"/> API (Data Dictionary Compliant Feed)	<b>Additional Fee Applies &amp; Additional Forms</b>  <input type="checkbox"/> Instant Agent IDX Website <input type="checkbox"/> 2.0 Smart Frames <input type="checkbox"/> IDX Wordpress Plugin Package <input type="checkbox"/> IDX API Key

URL: (Web Address) \_\_\_\_\_

Agent Email Address \_\_\_\_\_

Website Vendor's email address: brokersolutions@constellationws.com

X \_\_\_\_\_

**MLS User Signature (Agent)**

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

X \_\_\_\_\_

**MLS Participant Signature (Broker)**

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

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### For Staff Use Only

Date Received \_\_\_\_\_

\_\_\_\_ Subscription Agreement Signed

\_\_\_\_ MLS Participant Signed Participation Agreement

\_\_\_\_ Participant Request

\_\_\_\_ License Agreement

\_\_\_\_ Hosting Agreement

Date Sent Request to FlexMLS \_\_\_\_\_

Notes: