

Central Arizona Association of REALTORS®, Inc.
Rim Country (Payson-Pine-Strawberry) Multiple Listing Service

Internet Data eXchange Agreement for Broker/Agent Website Use of MLS Listing Data

This Agreement is entered into between the Central Arizona Association of REALTORS®, Inc. Rim Country Multiple Listing Service (RC-MLS) and

_____ (Designated Broker) of

_____ (Firm) and,

_____ (Agent, if applicable.)

- 1. General Provisions:** This Agreement addresses Broker/Agent use of RC-MLS Listing Data for publication on Internet websites. Any Broker or Agent (“Agent” includes Associate Broker) who desires to place RC-MLS listing data from other Brokers’ listings on their website (hereinafter referred to as RC-MLS listing data), must enter into this Agreement with RC-MLS. A separate agreement is required for each Internet Address (URL) on which the RC-MLS listing data will appear. For Broker or Company based websites, only the Broker must complete this Agreement. For Agent websites both the Agent and that Agent’s Broker must complete this agreement. If the Agent moves from one Broker to another, or becomes a Broker, a new Agreement must be completed.
- 2. Data Ownership and Use:** All data obtained from the MLS System is federally copyrighted and remains the property of RC-MLS. RC-MLS data is provided solely for publication on the Internet as a tool for consumers to search and view properties available for sale, which have been listed with RC-MLS members. Utilizing the listing data for any purpose not outlined in this Agreement is not permitted and violates the copyright held by RC-MLS.
- 3. Listings Authorized to be Displayed:** Only those active listings which indicate an Advertising Option Feature stating that the listing is available for ALL Internet Websites and/or Other Brokerage Company and Agent Websites shall be downloaded and used on Broker/Agent websites. No portion of the IDX database shall be co-mingled with any non-MLS listings on the Broker/Agent Internet website (such as FSBO listings).
- 4. Website Appearance and Control:** For ALL websites publishing RC-MLS listing data pursuant to this Agreement, Broker approval and oversight is required. Responsibility for meeting the terms of the Agreement as well as the MLS Rules and Regulations and Bylaws falls upon both the Broker and Agent (if applicable). The Broker and Agent (if applicable) signing this agreement shall be responsible for making sure the site adheres to all relevant federal, state, and local laws and regulations, including, but not limited to, the regulations of the Arizona Department of Real Estate and the Federal Fair Housing Act.
- 5. Information:** RC-MLS listing data that appears on a website shall not be modified and may not contain any more information than is contained in the approved downloadable fields list. **Listing Office Name must be displayed on all listings.** A Broker must make changes to an Internet site necessary to cure a violation of RC-MLS Rules and Regulations within five (5) business days of notice from RC-MLS of the violation.
- 6. Search Screen:** The Broker/Agent website “search screen” shall contain the unaltered “RC-MLS IDX Data Banner” in a clear and conspicuous manner. A search result producing a detailed listing report of another Broker’s listing shall bear the listing Broker’s name and the RC-MLS IDX Banner immediately following the property information. The listing Broker’s name and RC-MLS IDX Banner shall be at least as large as the largest type size used to display the listing data. A detailed display of another Broker’s listings may not include any contact information or branding of the Broker who owns the website or any of its agents within the “body” of the listing data. The “body” is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- 7. Site Scraping:** The Broker and Agent (if applicable) must take all reasonable precautions to prevent other sites from copying the RC-MLS listing data (“site scraping”) from the Broker/Agent’s website. Furthermore, the Broker and Agent (if applicable) must take reasonable action to stop known unapproved use of RC-MLS information, including but not limited to blocking the IP address of the offending site.
- 8. Updating:** The RC-MLS listing information used by Broker/Agent must be updated a minimum of once per week.
- 9. Disclaimer:** The RC-MLS disclaimer “All information deemed reliable, but not guaranteed” must appear on any page viewed or printed which contains RC-MLS listing data.

10. **Violation of Agreement:** Any violation of this agreement can result in immediate revocation of authorization to publish RC-MLS listing data on the Broker/Agent website as well as any other penalties specified in the MLS Rules and Regulations. In addition to the terms of the Agreement, Broker/Agent use of RC-MLS listing data is subject to RC-MLS Rules and Regulations. As always, knowledge of and compliance with RC-MLS Rules and Regulations is the responsibility of the Broker and Agent (if applicable).
11. **Term and Termination:** The term of this Agreement begins on the date the Agreement is signed by RC-MLS. RC-MLS has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
- RC-MLS notice to Broker's office that this Agreement is terminated.
 - Broker office's notice to RC-MLS that it no longer intends to display IDX Data on its website.
 - Termination of Broker's privileges as a Participant in the RC-MLS.
12. **Warranty:** RC-MLS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR ONGOING AVAILABILITY OF THE DATA OBTAINED FROM THE RC-MLS COMPUTER SYSTEM. Broker and Agent (if applicable) shall indemnify and hold RC-MLS harmless, as well as waive any claim against RC-MLS for their access or inability to access the RC-MLS Computer System or specific data. The parties acknowledge that, by reason of the complexity of the equipment involved, there may be periods of time during which the computer equipment involved may not be capable of transmitting data. There may also be incompatibilities between the Broker/Agent's hardware and/or software and RC-MLS hardware and/or software that affects access to the RC-MLS Computer System. RC-MLS has NOT made and does NOT make any representation, warranty, or covenant, expressed or implied, with respect to the condition, quality, durability, fitness, suitability, or merchantability of access to the RC-MLS system and any accompanying software.

Agreed to:

Not Agreed to:

Internet Address (URL): The Internet Address (URL) used for the Broker/Agent Website will be:

http://_____

Designated Broker Printed Name
(Required for all websites)

Signature

Date

Agent Printed Name
(Required only for Agent websites)

Signature

Date

Approved by RC-MLS:

Signature

Title

Date

Approved RC-MLS IDX Data Banner

<p>Data Provided and Copyrighted By: IDX Central Arizona Association of REALTORS® Inc. Rim Country Multiple Listing Service</p>
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Approved RC-MLS Thumbnail Icon

<p>IDX</p>
