

Internet Data eXchange (IDX) Agreement for Broker/Agent Website
Use of “persistent*” MLS Listing Data

This Agreement is entered into between the New Smyrna Beach Board of REALTORS®, Inc. Multiple Listing Service (NSBBOR - MLS) and:

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- Print (Designated Broker, and)
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- Print (Firm/Office, and)
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- Print (Consultant/website host, and)
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- Print (Agent, if applicable.)

- 1. General Provisions:** This Agreement addresses Firm/Broker/Agent use of persistent* NSBBOR-MLS Listing Data for publication on Internet websites. Participants must notify the MLS of their intention to establish an IDX site utilizing MLS data and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. Any Firm, Consultant, Broker or Agent who desires to place or otherwise use “persistent*” NSBBOR-MLS listing data from other Brokers’ listings on a website, the internet or otherwise publish in any form, must enter into this Agreement with NSBBOR-MLS and subscribe to, and pay NSBBOR the prescribed fee for, the IDX database (FTP Push or RETS server) from MarketLinx, our MLS provider; alternately, a Broker can utilize the Florida Association of REALTORS® (FAR) free Broker Download from florida.living.net. A separate agreement is required for each Internet Address (URL) on which the NSBBOR-MLS listing data will appear. For Broker or Company based websites, the designated 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. Any Internet website used for publication of the IDX Database or any portion thereof must be controlled by a single IDX Participant, (alternatively, by a single IDX Subscriber or IDX Subscriber “team”, subject to their Participant’s consent and control), and advertised as that IDX Participant’s (or Subscriber’s) internet web site, subject to the requirements of state law and/or regulations. When displaying listing content, a participant's or user’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. Listings displayed pursuant to IDX shall not display contact information for, or in any way portray being serviced by, real estate licensees who are not NSBBOR REALTOR® (Primary or Secondary) MEMBER MLS Participant or Subscriber.
- 2. Data Ownership and Use:** All data obtained from the MLS System is copyrighted and remains the property of NSBBOR-MLS and must be labeled “**Copyright [Date (Year)] New Smyrna Beach Board of REALTORS®, Inc. All rights reserved**”. NSBBOR-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 NSBBOR-MLS members. Participants (and their affiliated licensees, if applicable) shall indicate on their websites that “**IDX information is provided exclusively for consumers’ personal, non-commercial use and may not be used for any purpose other than to identify prospective properties to consumers that may be interested in purchasing, and that the data is deemed reliable but not guaranteed accurate by the MLS**”. All listings displayed pursuant to IDX shall **show the MLS as the source of the information**. Utilizing the listing data for any purpose not outlined in this Agreement is not permitted and violates this agreement and the copyright held by NSBBOR-MLS.
- 3. Listings Authorized to be Displayed:** Only those active listings which indicate “Internet “YES”” Option Feature indicating that the listing is available for ALL Internet Websites and/or Other Brokerage Company and Agent Websites can be downloaded and used on Broker/Agent websites. Participant may not download or frame the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. 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 NSBBOR-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 Florida Real Estate Commission (FREC) and the Federal Fair Housing Act.

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5. **Information:** NSBBOR-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.
6. **Search Screen:** The Firm/Broker/Agent website “search screen” shall contain the unaltered “NSBBOR-MLS IDX Data Banner” in a clear and conspicuous manner. A search result producing a detailed listing report of another Broker’s listing must show the NSBBOR-MLS approved IDX logo immediately following the property information. 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.” This requirement is met by adding, below the IDX logo, the statement “Courtesy of: [Name of Listing Firm]. Listings displayed pursuant to IDX shall not display contact information for, or in any way portray being serviced by, real estate licensees who are not NSB BOARD of REALTOR® (Primary or Secondary) MEMBER MLS Participants or Subscribers..
7. **Disclosure(s) to be located, as a minimum, on the website property search results page.**
“The data relating to real estate for sale/lease on this web site comes in part from the New Smyrna Beach Board of REALTORS® Multiple Listing Service (MLS) in which this real estate firm (Broker) participates. The properties displayed may not be all of the properties in the MLS’s database, or all of the properties listed with the Brokers participating in the cooperative data exchange program. Properties listed by Brokers other than this Broker are marked with the MLS IDX logo. Information provided is thought to be reliable but is not guaranteed to be accurate; you are advised to verify facts that are important to you. No warranties, expressed or implied, are provided for the data herein or for their use or interpretation by the user. Federal law prohibits discrimination on the basis of race, color, sex, religion, handicap, familial status or national origin in the sale, rental or financing of housing.”
8. **Site Scraping:** The Firm, Broker, **Consultant**, and Agent (if applicable) must take all reasonable precautions to prevent other sites from copying the NSBBOR-MLS listing data (“site scraping”) from the Firm/Broker/Agent’s website. Furthermore, the Firm/Broker/**Consultant**, and Agent (if applicable) must take reasonable action to stop known unapproved use of NSBBOR-MLS information, including but not limited to blocking the IP address of the offending site.
9. **Updating:** The NSBBOR-MLS listing information used by Broker/Agent must be updated a minimum of once per week. All IDX web sites must include a statement indicating the date of the last update similar to, “Data last updated: xx/xx/xx” on the first page displaying search results.
10. **Violation of Agreement:** Any violation of this agreement can result in immediate revocation of authorization to publish NSBBOR-MLS listing data on the Firm/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 NSBBOR-MLS listing data is subject to NSBBOR-MLS Rules and Regulations. As always, knowledge of and compliance with NSBBOR-MLS Rules and Regulations is the responsibility of the Broker and Agent (if applicable). A Broker must make changes to an Internet site necessary to cure a violation of NSBBOR-MLS Rules and Regulations within five (5) business days of notice from NSBBOR-MLS of the violation. The fine for violations is \$100 per occurrence. Continuing violations, past five (5) business days, will insure a \$500 fine per day and/or suspension from the MLS and/or IDX.
11. **Consultant** - In the event that Firm/Broker/Agent desires to make the NSBBOR-MLS copyrighted MLS IDX Data available to any third party (I.E., website designer and/or website hosting), Broker/Agent agrees to require such third party to also execute this Agreement and become a Consultant. If the NSBBOR-MLS notifies the Firm/Broker of a breach of the Rules or this Agreement and Firm/Broker does not immediately cure such breach, Firm, Broker, and Agent agrees that the NSBBOR-MLS may seek cure from the Consultants, or any one or all - Firm, Broker, and Agent. Consultants are required to execute a separate agreement with NSBBOR-MLS for each Internet Address (URL) hosted.
12. **Term and Termination:** The term of this Agreement begins on the date the Agreement is signed by NSBBOR-MLS. NSBBOR-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:
 - a) NSBBOR-MLS notice to Broker’s office that this Agreement is terminated.
 - b) Broker office’s notice to NSBBOR-MLS that it no longer intends to display IDX Data on its website.
 - c) Termination of Broker’s or Agent’s privileges as a board member Participant/Subscriber in the NSBBOR-MLS.
13. **Warranty:** NSBBOR-MLS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR ONGOING AVAILABILITY OF THE DATA OBTAINED FROM THE NSBBOR-MLS SYSTEM. Firm/Broker/**Consultant**, and Agent (if applicable) shall indemnify and hold NSBBOR-MLS harmless, as well as waive any

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claim against NSBBOR-MLS, the Florida Association of REALTORS® (FAR), and/or MarketLinx for their access or inability to access the NSBBOR-MLS 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/Consultant/Agent’s hardware and/or software and NSBBOR-MLS data format and/or software that affect access to the NSBBOR-MLS server. NSBBOR-MLS, the Florida Association of REALTORS® (FAR), and MarketLinx 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 NSBBOR-MLS system and any accompanying software.

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

| | |
|----------------------------------|------------------|
| Consultant - Printed Name | Signature |
| Date | |

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|--|----------------------------|
| Consultant Firm Name – Printed | Address/Phone/Email |
| <small>(Website designer and/or website hosting - Before you will be permitted to have access to the IDX data or any test sample of it, you must sign this agreement with your client and the NSBBOR-MLS. You must sign such an agreement for each Firm/broker/Agent for whom you provide services. (If you do not, you may lose access to the IDX data if one of your clients leaves the NSBBORs or ceases to participate in the MLS and/or IDX program)</small> | |

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| Designated Broker Printed Name | Signature |
| Date | |
| <small>(Required for all websites)</small> | |

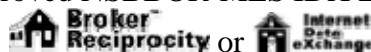
| | |
|---|------------------|
| Agent Printed Name | Signature |
| Date | |
| <small>(Required only for agent websites)</small> | |

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|--------------------------------|--------------|
| Approved by NSBBOR-MLS: | |
| Signature /MLS Chair | Title |
| Date | |

Approved NSBBOR-MLS IDX Data Banner

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|---|
| <p align="center">“Data Provided and Copyrighted [Year] New Smyrna Beach Board of REALTORS®, Inc. All rights reserved”.</p> <p align="center">“This data updated periodically, at an interval not to exceed 7 days”, alternatively, show the actual valid date or date updated.</p> <p align="center">“Some properties which appear for sale on this website may subsequently have sold and may no longer be available”</p> |
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Approved NSBBOR-MLS IDX Logos



* Persistent data - features movement of listing data from the MLS server to the MLS Participant or Subscriber’s IDX website server before Consumer’s access it. The download is performed periodically (nightly or hourly), and data is stored in a file on the IDX website server.