

# IDX Paperwork Cover Sheet

## IMPORTANT

This cover sheet **MUST** be filled out and returned via Email or Fax with your IDX paperwork. If this cover sheet is not included your IDX may not be approved and set-up properly.

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### How To Return

*Scan & Email Cover Sheet & Paperwork to:* [IDXAdmin@z57.com](mailto:IDXAdmin@z57.com)

*Fax Cover Sheet and Paperwork to:* (858) 430-5599

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### Please Print Clearly

**First Name:** \_\_\_\_\_ (REQUIRED)

**Last Name:** \_\_\_\_\_ (REQUIRED)

**Email Address:** \_\_\_\_\_ (REQUIRED)

**Domain Name:** \_\_\_\_\_ (REQUIRED)

IF FACEBOOK PREMIUM CLIENT, PLEASE USE YOUR FACEBOOK BUSINESS PAGE URL AS THE DOMAIN NAME

**MLS Agent ID:** \_\_\_\_\_ (REQUIRED)

**Office ID:** \_\_\_\_\_

# Pensacola Association of REALTORS®

## Third-Party Access Agreement

This **AGREEMENT** is made and entered into by and between Pensacola Association of REALTORS® ("MLS"), with offices at 107 West Main Street, Pensacola, Florida 32502; and Constellation Web Solutions ("Licensee"), a \_\_\_\_\_ individual/partnership/corporation/limited liability company with offices at \_\_\_\_\_.

### DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Confidential Information:** "Confidential Information" means information and material proprietary to the disclosing party, or designated "confidential" by the disclosing party, and not generally known to the public that the receiving party may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form): (a) all MLS Data, except to the extent to which this Agreement permits its disclosure; (b) IP addresses, access codes and passwords; (c) any information the disclosing party obtains from any third party that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned or developed by the disclosing party; and (d) any information designated as confidential or private from time to time by any applicable state, federal, local or other law, regulation or directive. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; is independently developed by the receiving party; is received from a third party who has lawfully obtained and disclosed it without breaching any confidentiality agreement; or is already known by the receiving party at the time of its disclosure.

**Data Interface:** The transport protocols and data storage formats described in Exhibit A, if any. If no such description appears in Exhibit A, then the Data Interface consists of those protocols and formats typically provided by MLS for use by other licensees of the MLS Data, which MLS may modify in its sole discretion from time to time.

**Licensed Data:** That subset of the MLS Data Licensed for use under this Agreement, which is more fully described in Exhibit A and C. If no such description appears in Exhibit A and C, then the Licensed Data consists of those records and fields typically provided by MLS for use by other licensees of the MLS Data, which MLS may modify in its sole discretion from time to time.

**Licensed Marks:** Those trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, set out in Exhibit A as Licensed Marks. If no Licensed Marks appear in Exhibit A, then there are no Licensed Marks.

**Licensed Materials:** The Licensed Data and Licensed Marks.

**MLS Data:** Data relating to real estate for sale, previously sold, or listed for sale and data relating to Subscribers (including text, photographs, and all other data formats now known or hereafter invented) entered into the MLS's databases by Subscribers and MLS.

**Subscriber:** Any real estate broker, appraiser, or real-estate-related business professional that purchases multiple listing services from MLS.

### LICENSE

2. MLS grants to Licensee the license to copy, distribute, and display the Licensed Materials, only to the extent necessary to achieve the purposes set out in Exhibit B, only during the term of this Agreement,

and only to the extent permitted by and subject at all times to the terms and restrictions of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. MLS retains all rights not expressly granted herein.

3. MLS represents that MLS has no actual knowledge that should reasonably cause MLS to conclude that the Licensed Materials infringe the rights of any third party.

### DATA ACCESS

4. During the term of this Agreement, MLS shall provide to Licensee (a) access to the Licensed Data via the Data Interface; and (b) seven days' advance notice of changes to the Data Interface.

### LICENSEE'S ACKNOWLEDGEMENTS

5. Licensee acknowledges that MLS provides the Licensed Data on an as-is, as-available basis. MLS shall not be liable to Licensee for any claim arising from inaccuracies in the Licensed Data or any failure, whether on the part of Licensee or of MLS, to update the data promptly.

6. Licensee is responsible for any liability or loss of goodwill associated with problems in data integrity, accuracy, or timeliness arising from Licensee's use of the Licensed Data.

7. The listings of some Subscribers may not be included in the Licensed Data if the listing Subscriber's permission is required under MLS's policies before its listings may be distributed to Licensee.

### LICENSEE'S OBLIGATIONS

8. Licensee shall display the Pensacola Association of REALTORS® approved disclosure found in exhibit A, on each display screen, web page (whether Internet- or Intranet-based), and printout displaying any part of the Licensed Data. Licensee shall replace "2009" with the current year as of January 1 of each year.

9. Licensee shall employ reasonable measures to prevent "data piracy" and other unauthorized access and use of the Licensed Data; from time to time, MLS may, in its sole discretion, specify particular reasonable security measures Licensee must take.

10. Licensee shall not make the Licensed Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement.

11. Licensee shall pay the initial and periodic fees and provide the other consideration set forth in Exhibit D, if any, according to the terms set forth therein. Licensee shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

12. Licensee acknowledges that, as among the parties to this Agreement, MLS is sole owner of and possesses all right, title, and interest in all copyrights in the Licensed Data.

13. Licensee shall conform to the supplemental use restrictions set forth in Exhibit C, if any.

### AUDITS OF COMPLIANCE

14. MLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Licensee to the extent reasonably necessary to ascertain Licensee's compliance with this Agreement (an "Audit"). MLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Licensee's web sites and systems to ensure that Licensed Data is

displayed in accordance with the MLS Policies; using all features available to end-users of Licensee's systems that employ the Licensed Data; and posing as consumers to register and test services Licensee makes available to consumers using the Licensed Data. MLS shall pay the costs it incurs, and the out-of-pocket costs Licensee incurs, as part of any Audit; Licensee shall be liable, however, for all costs of any Audit that discloses that Licensee has breached this Agreement.

## CONFIDENTIAL INFORMATION

15. Each party shall protect the Confidential Information with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if law, court order, or regulation requires such disclosure; provided, however, that party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.

16. Within five days after the termination of this Agreement, each party shall return to the other party all Confidential Information and all other materials provided by the other party hereunder. Licensee shall also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of either party, an officer of the other party shall certify in writing that all materials have been returned and all magnetic or computer data have been destroyed.

## TERM AND TERMINATION

17. The term of this Agreement begins on the date that MLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) 30 days after either party's notice to the other of its intent to terminate; (b) 3 days after either party's notice to the other that the other has breached this Agreement, provided the breach remains uncured; (c) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm. In the event of any suspension or termination of this Agreement, Licensee shall make no further use of the Licensed Data or any derivative works based on it until and unless Licensee's rights under this Agreement are restored.

18. In the event Licensee breaches this Agreement and entitles MLS to terminate under Paragraph 17, MLS may in its sole discretion suspend its performance instead of terminating this Agreement. MLS may make this election by notice to Licensee within three days after the initiation of the suspension. Licensee's obligations hereunder continue during any period of suspension.

## GENERAL PROVISIONS

19. **Applicable law.** The laws of the State of Florida shall govern this Agreement and its interpretation. Any action to enforce or interpret this Agreement shall have venue in Escambia County, Florida or the United States District Court for the Northern District of Florida, and the parties hereby submit to personal jurisdiction in that venue.

20. **Survival of Obligations.** Paragraphs 1, 10, 12, 15, and 16, and Paragraphs 19 through 31, and all Exhibits to which they refer, shall survive termination or expiration of this Agreement.

21. **MLS's Remedies.** (a) Injunctive relief. Because of the unique nature of the MLS Data and Confidential Information, Licensee acknowledges that MLS would suffer irreparable harm in the event that Licensee breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLS for a breach. MLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing, or further breach by Licensee without showing or proving any actual damages sustained by MLS, and without posting any bond or other security. (b) Liquidated damages: Licensee acknowledges that damages suffered by MLS from access to the Licensed Data or Confidential

Information by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Licensed Data or Confidential Information to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLS to enter into this Agreement, Licensee agrees that in the event Licensee discloses any password to access the Licensed Data or Confidential Information or discloses the Licensed Data or the Confidential Information to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Licensee shall be liable to MLS for liquidated damages in the amount of \$30,000 for each such disclosure and termination of this Agreement.

22. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL MLS BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; LICENSEE'S SOLE REMEDIES AGAINST MLS HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF THE AMOUNTS LICENSEE HAS PAID TO MLS HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR BREACH. MLS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PARAGRAPH SETS OUT LICENSEE'S EXCLUSIVE REMEDIES, AND UNDER NO CIRCUMSTANCES SHALL LICENSEE BE ENTITLED TO EQUITABLE REMEDIES, EXCEPT IN THE EVENT MLS BREACHES OR THREATENS TO BREACH PARAGRAPH 15. MLS makes no warranty, including those of title, availability, or non-infringement, regarding marks licensed under this Agreement, if any.**

23. **Attorney's fees.** If any party prevails in any action to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for such legal action.

24. **Indemnification.** Subject to Paragraph 22, in the event any party breaches any provision of this Agreement, that party (the "Indemnifying Party") shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the "Indemnified Parties"), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the Indemnifying Party's breach. The Indemnified Parties shall (a) promptly notify the Indemnifying Party in writing of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any such claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

25. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

26. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

27. **No Assignment.** No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement (each a "Transfer") to any other party without the prior written consent of the other party. Any purported Transfer in contravention of this paragraph is null and void.

28. **Entire Agreement.** This Agreement contains the full and

complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same subject matter.

29. **Relationship of the Parties.** The relationship of MLS to the Licensee is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of MLS or have any authority to make any agreements or representations on the behalf of MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

30. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other

provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability, exclusion of warranty, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

31. **Precedence.** In the event of any conflict between the terms of the main body of this Agreement and any Exhibit to this Agreement, the terms of the body of the Agreement shall prevail.

In consideration of the mutual covenants set forth in this Agreement, the parties affirm and adopt this Agreement by setting their signatures below.

**MLS -Pensacola Association of REALTORS®**  
(This section to be filled out by PAR Staff)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_  
(effective date of this Agreement)

**Contact for notices and operations matters**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing: \_\_\_\_\_

\_\_\_\_\_

**LICENSEE**

(This section to be filled out by website consultant)

Constellation Web Solutions

\_\_\_\_\_  
Licensee (Company) Name

Trevor Peterson

\_\_\_\_\_  
Name of owner or officer

\_\_\_\_\_  
Signature of owner or officer

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

**Contact for notices and operations matters**

Name: Trevor Peterson

Phone: 425-636-6910

Email: brokersolutions@constellationws.com

Mailing: 6737 W Washington St Ste 2120

West Allis, WI 53214

**Subscriber Information and Signature:**

Note: If "subscriber" is a non-principal broker or sales licensee, then the affiliated principal real estate broker or broker in charge must also sign this agreement.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

Both agent  
and broker  
signatures  
are  
required

Broker  
Info.

# Pensacola Association of REALTORS®

## Third-Party Access Agreement

### Exhibit A: Specification of Licensed Materials and Data Interface

## Licensed Data

PAR allows the following fields to be displayed:

<u>RESIDENTIAL</u>		<u>LAND</u>	<u>RENTAL</u>
ACREAGE	LA_CODE	ACREAGE	AREA
AREA	LIST_PRICE	AREA	BATHS
BATHS	LOT_DIMENSIONS	CATEGORY	BATHS_FULL
BATHS_FULL	LO_CODE	CITY	BATHS_HALF
BATHS_HALF	MEDIA_FLAG	COUNTY	BEDROOMS
BEDROOMS	MIDDLE_SCHOOL	CO_LA_CODE	CITY
CATEGORY	MLS_ACCT	CO_LO_CODE	COUNTY
CITY	PHOTO_COUNT	CURRENT_PRICE	CURRENT_PRICE
COUNTY	PROP_TYPE	ELEM_SCHOOL	ELEM_SCHOOL
CO_LA_CODE	REMARKS	FTR_ELECTRIC	FTR_COOLING
CO_LO_CODE	STATE	FTR_GAS	FTR_DININGTYPE
CURRENT_PRICE	STATUS	FTR_LOTDESC	FTR_EXTERIOR
DIRECTIONS	STREET_DIR	FTR_SHORELINE	FTR_FLOORS
ELEM_SCHOOL	STREET_NAME	FTR_WATER	FTR_HEATING
FTR_APPLIANCE	STREET_NUM	FTR_WATERFRONT	FTR_INTERIOR
FTR_CONSTRC_STATUS	SUBDIVISION	FTR_ZONING	FTR_PARKING
FTR_CONSTRUC	SUB_AREA	HIGH_SCHOOL	FTR_POOL
FTR_COOLING	TOT_HEAT_SQFT	LA_CODE	FTR_TERM
FTR_DESIGN	UNIT_NUM	LISTING_TYPE	FTR_WATERFRONT
FTR_DININGTYPE	VT_YN	LOT_DIMENSIONS	HIGH_SCHOOL
FTR_ENERGY	YEAR_BUILT	LO_CODE	LA_CODE
FTR_EXTERIOR	ZIP	MEDIA_FLAG	LO_CODE
FTR_FLOORS		MIDDLE_SCHOOL	MEDIA_FLAG
FTR_HEATING		MLS_ACCT	MIDDLE_SCHOOL
FTR_INTERIOR		PARCEL_ID	MLS_ACCT
FTR_LOTDESC		PHOTO_COUNT	PHOTO_COUNT
FTR_MISCEQUIPMENT		PHOTO_DATE_MODIFIED	PROJ_NAME
FTR_MSTR_BATH_DESC		PRICE_ACRE	PROP_TYPE
FTR_MSTR_BDRM_DESC		PROP_TYPE	RNT_PET_FEE
FTR_PARKING		REMARKS	RNT_PET_YN
FTR_POOL		STATE	STATE
FTR_ROOF		STREET_DIR	STATUS
FTR_SIDING		STREET_NAME	STORIES
FTR_STYLE		STREET_NUM	STREET_NAME
FTR_WATERFRONT		SUBDIVISION	STREET_NUM
HIGH_SCHOOL		SUB_AREA	SUB_AREA
		VT_YN	TOT_HEAT_SQFT
		WF_FEET	VT_YN
		ZIP	YEAR_BUILT
		ZONING	ZIP

## Licensed Data

PAR allows the following fields to be displayed (continued):

### COMMERCIAL LEASE

ACREAGE	MAX_CONT_SQFT
AREA	MEDIA_FLAG
AREA_DESCRIPTION	MIN_DIV_SQFT
AVAIL_SQFT	MLS_ACCT
BLDG_SQFT	OFF_SQFT
CATEGORY	PHOTO_COUNT
CATEGORY_COM_LEASE	PROP_DESC
CITY	PROP_NAME
COUNTY	PROP_TYPE
CO_LA_CODE	STATE
CO_LO_CODE	STREET_DIR
CURRENT_PRICE	STREET_NAME
DIRECTIONS	STREET_NUM
FLU_CODE	SUB_AREA
FTR_ELECTRIC	VT_YN
FTR_PROP_IND	YEAR_BUILT
FTR_PROP_LAN	ZIP
FTR_PROP_OFF	ZONING
FTR_PROP_RET	
FTR_TYPEUSE	
IND_CLEARANCE	
IND_DOCK_HIGH	
IND_GROUND_LEVEL	
IND_POWER	
IND_RAIL	
IND_SPRINKLER	
LA_CODE	
LEASE_TERM	
LEASE_TYPE	
LISTING_TYPE	
LIST_PRICE	
LOT_DEPTH	
LOT_DIMENSIONS	
LOT_FRONTAGE	
LOT_SQFT	
LO_CODE	

### COMMERCIAL SALES

ACREAGE	MEDIA_FLAG
AREA	MLS_ACCT
AREA_DESCRIPTION	MUL_NUM_UNITS
AVAIL_SQFT	OFF_SQFT
BLDG_SQFT	PHOTO_COUNT
CATEGORY_COM_SALE	PHOTO_DATE_MODIFIED
CITY	PRICE_CHANGE_DATE
COUNTY	PROP_DESC
CO_LA_CODE	PROP_NAME
CO_LO_CODE	SQFT
CO_SA_CODE	STATE
CO_SO_CODE	STATUS
CURRENT_PRICE	STREET_DIR
DATE_MODIFIED	STREET_NAME
DIRECTIONS	STREET_NUM
FLU_CODE	SUB_AREA
FTR_ELECTRIC	TOT_HEAT_SQFT
FTR_PROP_IND	VT_YN
FTR_PROP_LAN	YEAR_BUILT
FTR_PROP_NET	ZIP
FTR_PROP_OFF	ZONING
FTR_PROP_RET	
FTR_TYPEUSE	
IND_CLEARANCE	
IND_DOCK_HIGH	
IND_GROUND_LEVEL	
IND_POWER	
IND_RAIL	
IND_SPRINKLER	
LA_CODE	
LEASE_INFO	
LISTING_TYPE	
LOT_DEPTH	
LOT_DIMENSIONS	
LOT_FRONTAGE	
LOT_SQFT	
LO_CODE	