

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.

How To Return

Scan & Email Cover Sheet & Paperwork to: IDXAdmin@z57.com

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

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: _____

Central Louisiana REALTORS® Association, Inc.
IDX USER AGREEMENT

Note: This form is a legally binding contract between you and Central Louisiana REALTORS® Association Inc. This form/contract must be filled out completely, and signed by the MLS Participant and MLS Subscriber. There are no exceptions. Once you have filled it out and signed it, fax or mail it to Central Louisiana REALTORS® Association, Inc., P.O. Box 12608, Alexandria, LA 71315 or fax #318-473-9735. Central Louisiana REALTORS® Association, Inc. will sign the form/contract and return a copy to you with information on how to access the data feed.

AGREEMENT

1. This Agreement is made and entered into by and among Central Louisiana REALTORS® Association, Inc" and the MLS Participant and/or MLS Subscriber (collectively "IDX Use!") and the companies/individuals (collectively "the Consultant"), all of whose names and contact information appear on the signature pages of this Agreement.

RECITALS

2. IDX User wishes to obtain, and Central Louisiana REALTORS® Association, Inc. wishes to provide, data for IDX User's web site, including the active listing data of other real estate brokerages participating in the Central Louisiana REALTORS® Association, Inc., IDX program. IDX User may wish to engage Consultants, i.e., other companies or individuals who are not employees of IDX User, to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

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

3.1 **Internet Data Exchange Database or IDX Data:** The current aggregate compilation of all active exclusive right to sell listings of all MLS Participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. Central Louisiana REALTORS® Association, Inc. owns the IDX Data.

3.2 **IDX User:** A MLS Subscriber who has given permission to other MLS Subscribers to display his/her active listings on other MLS Subscribers' web sites in return for their permission to advertise their listings on its web site. The MLS Participant (Designated REALTOR® or Broker-In-Charge), of the firm the MLS Subscriber is affiliated with must join into this agreement as an IDX User.

3.3 **Multiple Listing Service:** A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

3.4 **Rules:** The MLS Rules and Regulations of Central Louisiana REALTORS® Association, Inc. as amended from time to time, and any operating policies relating to the IDX Data promulgated by Central Louisiana REALTORS® Association, Inc.

3.5 **MLS Participant:** A REALTOR®, irrespective of where he holds primary membership who is a principal, partner, or corporate officer of a real estate brokerage and holds a current, active, valid real estate broker's license and is participating in MLS.

3.6 **MLS Subscriber:** A licensee employed by or affiliated with a MLS Participant as an independent contractor.

3.7 **Listing Data:** Data relating to real estate for sale, previously sold, or listed for sale, and data relating to MLS Participants and MLS Subscribers, entered into the MLS System. Central Louisiana REALTORS® Association, Inc. owns the Listing Data.

Central Louisiana REALTORS® Association, Inc. OBLIGATIONS

4. During the term of this Agreement, Central Louisiana REALTORS® Association, Inc. agrees to provide to IDX User and its consultants:

4.1 Access to the IDX Data via (select only one of the following options):

() Download data via RETS Server or manually enter authorized listings.

() Subscription to Central Louisiana REALTORS® Association, Inc. IDX Data Feed

4.2 Seven (7) days' advance notice of changes to the file and record formats of the IDX Data;

4.3 Seven (7) days' advance notice of changes to the Rules.

IDX USER'S OBLIGATIONS

5. IDX Users shall comply with the Rules at all times.

6. IDX User acknowledges Central Louisiana REALTORS® Association, Inc.'s ownership of the copyrights in the Listing Data and the IDX Data.

7. IDX User shall comply with the requirements relating to Confidential Information set forth below.

8. In the event that IDX User desires to make the IDX Data or the Confidential Information available to any consulting third party, IDX User agrees to require such third party to execute this Agreement and become a Consultant.

9. If Central Louisiana REALTORS® Association, Inc. notifies IDX User of a breach of the Rules or this Agreement and IDX User does not immediately cure such breach, IDX User agrees that Central Louisiana REALTORS® Association, Inc. may seek cure from the Consultants, or anyone of them.

10. IDX User shall notify Central Louisiana REALTORS® Association, Inc. within five (5) business days of any change to the information relating to IDX User on the IDX User information and Signature page below.

11. If the Central Louisiana REALTORS® Association, Inc. IDX Data Feed is selected, remittance of \$250 annual fee will be required.

CONSULTANT'S OBLIGATIONS

12. Consultant warrants that it has the technical capability to carry out its activities without jeopardizing the Listing Data, the IDX Data or the operating system, or other data or system of Central Louisiana REALTORS® Association, Inc., and in particular, it will not retrieve or download data with a frequency or at a rate that will cause damage to Central Louisiana REALTORS® Association, Inc. databases or operating or other systems.

13. If Central Louisiana REALTORS® Association, Inc. notifies IDX User of a breach of the Rules or this Agreement and IDX User does not immediately cure such breach, Central Louisiana REALTORS® Association, Inc. may contact Consultants to cure any such breach that is within Consultant's control.

14. Consultant agrees to cooperate with Central Louisiana REALTORS® Association, Inc. and act immediately upon notification by Central Louisiana REALTORS® Association, Inc. of an uncured breach by IDX User.

15. Consultant acknowledges Central Louisiana REALTORS® Association, Inc. ownership of the copyrights in the MLS Participant Data and the IDX Data.

16. Consultant shall comply with the requirements relating to Confidential Information set forth below.

17. Consultant shall notify Central Louisiana REALTORS® Association, Inc. within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

18. "Confidential Information" is information or material proprietary to Central Louisiana REALTORS® Association, Inc. or designated "confidential" by Central Louisiana REALTORS® Association, Inc. and not generally known to the public that IDX User or Consultants or anyone of them (the Receiving Party) may obtain knowledge of or access to as a result of access under 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).

18.1 All Participant Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;

18.2 All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models;

18.3 Software, source code, object code, diagrams, and flow charts;

18.4 Techniques. Procedures;

18.5 IP addresses. Access codes and passwords;

18.6 Information that obtains from any third party that Central Louisiana REALTORS® Association, Inc. treats as proprietary or designates as Confidential Information, whether or not owned or developed by Central Louisiana REALTORS® Association, Inc.

19. **Exceptions.** The Confidential Information does not include information that

19.1 Is in the public domain at the time of disclosure;

19.2 Is known to the receiving party at the time of disclosure;

19.3 Is used or disclosed by the receiving party with the prior written consent of Central Louisiana REALTORS® Association, Inc., to the extent of such consent;

19.4 Becomes known to the receiving party from a source other than Central Louisiana REALTORS® Association, Inc. without breach of this agreement by the receiving party and provided that such source is not known by the receiving party to be bound by a confidentiality agreement with Central Louisiana REALTORS® Association, Inc.;

19.5 Is required to be disclosed by judicial order or other compulsion of law, provided that the receiving party provides to Central Louisiana REALTORS® Association, Inc. prompt notice of any such order.

20. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with Central Louisiana REALTORS® Association, Inc. or with the third parties in whom title existed prior to this Agreement or prior to disclosure by Central Louisiana REALTORS® Association, Inc.

21. **Restrictions on Use -Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the

Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

22. Restrictions on Use -Unauthorized Uses. The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of Central Louisiana REALTORS® Association, Inc. to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

23. Restrictions on Use -No Third Party Access. Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from Central Louisiana REALTORS® Association, Inc. grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

24. Restrictions on Use - Location restriction. The Receiving Party will not remove the Confidential Information from its principal place of business without Central Louisiana REALTORS® Association, Inc. prior written consent. In the event Central Louisiana REALTORS® Association, Inc. grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

25. Termination and Return of Materials. Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by Central Louisiana REALTORS® Association, Inc., the Receiving Party will return to Central Louisiana REALTORS® Association, Inc. all Confidential Information and all other material provided by Central Louisiana REALTORS® Association, Inc., to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of Central Louisiana REALTORS® Association, Inc., an officer of the Receiving Party will certify in writing that all materials have been returned to Central Louisiana REALTORS® Association, Inc. and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

26. Term. The term of this Agreement begins on the "Effective Date" set forth on the Central Louisiana Board of REALTORS® Inc, Information and Signature Page below. Central Louisiana REALTORS® Association, Inc. 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.

26.1 If the Central Louisiana REALTORS® Association, Inc. IDX Data Feed is selected, non-payment of the annual IDX fee;

26.2 IDX User's notice to Central Louisiana REALTORS® Association, Inc. that it no longer intends to display IDX Data on its web site;

26.3 Suspension or termination of MLS services by MLS Participant or Central Louisiana REALTORS® Association, Inc.

26.4 Violation of the "Internet Data Exchange" Section of the MLS Rules and Regulations.

GENERAL PROVISIONS

27. Survival of Obligations. The obligations of IDX User set forth under "IDX User's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

28. Central Louisiana REALTORS® Association, Inc. Remedies. Because of the unique nature of the IDX User Data and Confidential Information, IDX User and Consultants acknowledge that Central Louisiana REALTORS® Association, Inc. would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate Central Louisiana REALTORS® Association, Inc. for a breach. Central Louisiana REALTORS® Association, Inc. is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by IDX User or Consultants or anyone of them, without showing or proving any actual damages sustained by Central Louisiana REALTORS® Association, Inc. Consultant shall be liable for all damages, which it causes to the Listing Data, the IDX Data, or the operating systems of Central Louisiana REALTORS® Association, Inc, or its vendors, or any other database, or system, which Consultant uses in connection with its activities. Consultant acknowledges that the owners of any operating systems and the IDX Users are third-party beneficiaries of this Agreement.

29. Attorney's fees. If Central Louisiana REALTORS® Association, Inc. prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay Central Louisiana REALTORS® Association, Inc. reasonable attorney's fees and costs for such legal action.

30. **Limitation of Liability.** Central Louisiana REALTORS® Association, Inc. liability to IDX User and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by IDX User and Consultants to Central Louisiana REALTORS®, Inc., if any, under this Agreement. IDX Users and Consultant's only other remedy shall be termination of this Agreement. Central Louisiana REALTORS® Association, Inc. shall not be liable for any incidental or consequential damages under any circumstances, even if Central Louisiana REALTORS® Association, Inc. has been advised of the possibility of such damages. Central Louisiana REALTORS® Association, Inc. shall have no liability for inaccuracies in the IDX Data or the Listing Data.

31. **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 below or such other address of which any party may advise the others in writing during the term of this Agreement.

32. **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.

33. **No Assignment.** Neither IDX User nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of Central Louisiana REALTORS® Association, Inc.

34. **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. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

35. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Louisiana.

Central Louisiana REALTORS® Association, Inc.
MLS Information and Signature Entered
into on behalf of
Central Louisiana REALTORS® Association, Inc. by:

Signature

Print Name

Effective Date

IDX User Information and Signature

IDX User Name: _____ Central Louisiana REALTORS® Association, Inc. Member No.
(MLS Subscriber)

IDX User Name: _____ Central Louisiana REALTORS® Association, Inc. Member No.
(MLS Participant/Principal Broker/Broker-in-Charge)

Primary Contact Name: _____ (MLS Participant or MLS Subscriber)

Primary e-mail address: _____ You must supply an e-mail address here, this address will be Central Louisiana REALTORS® Association, Inc.'s principal means of communicating with you for notices under this Agreement.

Web site address: _____

Agent signature
required

Signature: IDX User/MLS Subscriber / Date

Address: _____

Phone: _____

Other (Cell/Pager/Fax): _____

Broker signature
required

Signature: IDX User/MLS Participant / Date

Address: _____

Phone: _____

Other (Cell/Pager/Fax): _____

Consultant Information and Signature

NOTE TO IDX USER: Reproduce this page for each Individual/company to whom you intend to provide access to the IDX Data under this Agreement

Consultant (company or individual) Name: Constellation Web Solutions

E-mail address: brokersolutions@constellationws.com (You must supply an e-mail address here. This address will be Central Louisiana REALTORS® Association Inc.'s principal means of communicating with you for notices under this Agreement.)

Consultant's web site address: www.constellationws.com

Signature-Consultant / Date

Print Name
Title _____

Address 6737 W Washington St Ste 2120 West Allis, WI 53214

Phone: 425-636-6910

Other (cell/pager/fax) F: 414-918-9215

NOTE TO CONSULTANT: Be sure to enter into this IDX agreement with Central Louisiana REALTORS® Association, Inc. and every real estate broker to which you provide services. If you sign only one and that IDX Data is terminated, you will not be able to get the data for your other clients.