

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: _____

FORM: Adding/Dropping Broker ReciprocitySM

This form permits you to opt in or out of the Broker ReciprocitySM program. If you opt in, you are considered a Broker ReciprocitySM Subscriber (BRS). Becoming a BRS does not cost you anything, and it does not require you to do anything else. It is only if you wish to display BR Data on your web site that you need to take any further steps. See NORIS MLS's *Broker ReciprocitySM Broker Informational Packet* for further details. **This form must be filled out completely and signed by the broker/office manager for your office. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to Northwest Ohio Real Estate Information Systems, Inc., 2960 S. Republic Blvd., Toledo, OH 43615., Fax: 419.535.7990.

Firm Name: _____

Designated Broker Name: _____

E-mail address: _____

(If you are becoming a BRS, you **must** supply an e-mail address here. This address will be NORIS' primary means of communicating with you about BR developments.)

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ **Fax:** _____

Check one of these two boxes. By so doing, you are agreeing to the understandings indicated next to it.

My firm is a Broker ReciprocitySM Subscriber. I understand that I am hereby giving every other Broker ReciprocitySM Subscriber in the NORIS MLS permission to advertise my active/contingent MLS listings on its own web site, subject to the Rules and Regulations of the NORIS MLS. Other BRSs are not obliged to display my listings. I authorize the NORIS MLS to distribute my active/contingent listing data to other Broker ReciprocitySM Subscribers pursuant to its Rules and Regulations and policies.

My Firm Is Not a Broker ReciprocitySM Subscriber. I understand that this means that other Broker ReciprocitySM Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Broker ReciprocitySM program of the NORIS MLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so. I also understand that it is my responsibility to ensure that my listings are designated with an "N" in the "Broker Reciprocity" field in the MLS.

I am the designated Broker for the MLS Firm who appears above. I represent that I have authority to execute this form on behalf of my firm.

Date: _____ **Signature:** _____

Broker signature
required

CONTRACT: Access to Broker ReciprocitySM data feed

Note: This form is a legally binding contract between you and Northwest Ohio Real Estate Information Systems, Inc. (NORIS).

Simultaneously or prior to submitting this form/contract, you must become a Broker ReciprocitySM Subscriber (BRS). See NORIS' *Broker ReciprocitySM Broker Informational Packet* for further details.

This form/contract must be filled out completely and signed by the designated broker of your firm. There are no exceptions. Once you have filled it out and signed it, mail it to Northwest Ohio Real Estate Information Systems, Inc., 2960 S. Republic Blvd., Toledo, OH 43615. NORIS 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 NORIS and the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" (the "**Firm**"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "**the Consultants**"), if any.

RECITALS

2. Firm wishes to obtain, and NORIS wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in NORIS. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, 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.

Broker ReciprocitySM Database or BR Data: The current aggregate compilation of all active/contingent listings of all Broker ReciprocitySM Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. NORIS owns the BR Data.

Broker ReciprocitySM Subscriber or BRS: A Subscriber who gives permission to other Subscribers to display its active/contingent listings on their web sites in return for their permission to advertise their listings on its web site.

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.

Rules: The Rules and Regulations of NORIS MLS, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by NORIS.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from NORIS directly.

Subscriber Data: Data relating to real estate for sale, previously sold or listed for sale, including the Broker ReciprocitySM Database, and data relating to Subscribers, entered into the MLS system. NORIS owns the Subscriber Data.

NORIS' OBLIGATIONS

4. During the term of this Agreement, NORIS grants to Firm a license to:
 - a. display the BR Data on Firm's web site, and
 - b. make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Firm's web site.
5. During the term of this Agreement, NORIS agrees to provide to Firm and its Consultants:
 - a. access to the BR Data via the Internet using File Transfer Protocol ("**FTP**"), under the same terms and conditions NORIS offers to other Subscribers;
 - b. seven (7) days' advance notice of changes to the file and record formats of the BR Data; and
 - c. seven (7) days' advance notice of changes to the Rules.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges NORIS' ownership of the copyrights in the Subscriber Data and the BR Data.
8. Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm desires to make the BR Data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If NORIS notifies Firm of a breach of the Rules or this Agreement and Firm does not cure such breach within 14 days, Firm agrees that NORIS may seek cure from the Consultants, or

any one of them and hereby authorizes such Consultants to act immediately to cure the breach without further action by Firm.

11. Firm shall notify NORIS within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANTS' OBLIGATIONS

12. If NORIS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach [****SEE NOTE ABOVE CONCERNING CURE PERIODS****], NORIS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with NORIS and act immediately upon notification by NORIS of an uncured breach by Firm.

13. Each Consultant acknowledges NORIS' ownership of the copyrights in the Subscriber Data and the BR Data.

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

15. Each Consultant shall notify NORIS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

16. "**Confidential Information**" is information or material proprietary to NORIS or designated "confidential" by NORIS and not generally known to the public, that Firm or Consultants or any one 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):

a. all Subscriber Data, except the BR Data to the extent to which this Agreement and the Rules permit its disclosure;

b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;

c. software, source code, object code, diagrams, flow charts;

d. techniques, procedures;

e. IP addresses, access codes and passwords; and

f. any information that NORIS obtains from any third party that NORIS treats as proprietary or designates as Confidential Information, whether or not owned or developed by NORIS.

17. **Exceptions.** The Confidential Information does not include information that:

- a. is in the public domain at the time of disclosure;
- b. is known to the Receiving Party at the time of disclosure;
- c. is used or disclosed by the Receiving Party with the prior written consent of NORIS, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than NORIS 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 NORIS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to NORIS prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with NORIS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by NORIS.

19. **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.

20. **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 NORIS 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.

21. **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 NORIS. If NORIS 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.

22. **Restrictions on Use - Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without NORIS' prior written consent. In the event NORIS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

23. **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 NORIS, the Receiving Party will return to MLS all Confidential Information and all other materials provided by NORIS 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 NORIS, an officer of the Receiving Party will certify in writing that all materials have been returned to NORIS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

24. The term of this Agreement begins on the “Effective Date” set forth on the “NORIS Information and Signature Page” below. NORIS 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. NORIS’ notice to Firm that this Agreement is terminated.
- b. Firm’s notice to NORIS that it no longer intends to display BR Data on its web site.
- c. Termination of Firm’s privileges as a Subscriber by NORIS to purchase Multiple Listing Services.

GENERAL PROVISIONS

25. **Survival of Obligations.** The obligations of Firm set forth under “Firm’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.

26. **NORIS’ Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that NORIS 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 NORIS for a breach. NORIS 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 Firm or Consultants or any one of them, without showing or proving any actual damages sustained by NORIS.

27. **Attorney’s fees.** If NORIS 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 NORIS’ reasonable attorney’s fees and costs for such legal action.

28. **Limitation of Liability.** NORIS’ liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to NORIS, if any, under this Agreement. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. NORIS shall not be liable for any incidental or consequential damages under any circumstances, even if NORIS has been advised of the possibility of such damages. NORIS shall have no liability for inaccuracies in the BR Data or the Subscriber Data.

29. **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.

30. **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.

31. **No Assignment.** Neither Firm 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 NORIS.

32. **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.

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

Firm Information and Agreement Signature Page

Firm Name: _____
(Please Print)

Broker Owner or Designated Broker Name: _____
(Please Print)

Broker Owner or Designated Broker E-mail address: _____

(You **must** supply an e-mail address here. This address will be NORIS' principal means of communicating with you for notices under the Broker Reciprocity Agreement.)

Firm Street Address: _____
(Please Print)

Firm City, State, Zip: _____
(Please Print)

Firm Phone: _____ **Fax:** _____

This is for (please check) Agent website Broker website VOW (Virtual Office Website)
(Additional Agreements may be needed, contact TBR at 419-535-3222)

If Agent website, please print agent's name: _____

Website address (URL): _____
(Please Print)

Broker signature required

Agreement entered into on behalf of Firm by:

Signature

Print Name

Title

Date

Consultant Information and Agreement Signature Page

NOTE TO BROKER: Reproduce this page for each individual/company to whom you intend to provide access to the BR Data under the Broker Reciprocity Agreement. "PLEASE COMPLETE THE ENTIRE FORM"

Consultant (Vendor) Name: Constellation Web Solutions
(Please Print)

Consultant (Vendor) Contact Name: Trevor Peterson
(Please Print)

Consultant (Vendor) E-mail address: brokersolutions@constellationws.com
(Please Print)

(You **must** supply an e-mail address here. This address will be NORIS' principal means of communicating with you for notices under the Broker Reciprocity Agreement.)

Consultant (Vendor) Street Address: 6737 W Washington St Ste 2120
(Please Print)

Consultant (Vendor) City, ST, Zip: West Allis, WI 53214
(Please Print)

Phone: 425-636-6910 Fax: 414-918-9215

Current RETS Login ID: (Required) RETS159

IDX Type: (please check): IDX (Link that can be embedded on a web site) RETS (Issued to pull raw data from RETS Server to a web site)

RETS APPLICATION NAME: (Required) Wrecks
(Please Print)

RETS USER-AGENT: (Required) WRECKS/1.0
(Please Print)

Agreement entered into on behalf of Consultant (Vendor) by:

Signature

Trevor Peterson

Print Name

MLS Compliance Administrator

Title

Date

NOTE TO CONSULTANT: Be sure to enter into this Access to Broker ReciprocitySM data feed contract with NORIS and every real estate broker to which you provide services. If you sign only one and that Firm's access to the BR Data is terminated, you will not be able to get the data for your other clients.

For NORIS Internal Use:

Date: ___/___/___ Username: _____ Password: _____

Firm: _____ Agent: _____