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:_____

Coastal Bend MLS WEBSITE DEVELOPMENT AGREEMENT
STANDARD DATAFEED

This Agreement is made by and between COASTAL BEND MLS hereinafter referred to as "CBMLS", and:

	Constellation Web Solutions
_____	_____
Name	Name
_____	6737 W. Washington St. Ste 2120 West Allis, WI 53214
Street Address City State Zip	Street Address City State Zip
( )_____	(425)636-6910_____
Phone Contact Phone Contact	
hereinafter referred to as "Member"	hereinafter referred to as "Developer"

A. License. Subject to the provisions, terms and conditions of this Agreement, CBMLS hereby grants to Member and Developer during the Term a non-exclusive, non-transferable right to access the CBMLS Data for the sole purpose of integrating the CBMLS Data into the Member Web Site for display to prospective real estate purchasers only in conjunction with the Member's ordinary business activities.

B. Term. The Term of this Agreement shall be one (1) year commencing on the date the last party executes this Agreement (the "Effective Date") and shall automatically extend for additional one (1) year Terms unless any party shall notify the other of its intention to terminate this Agreement, in writing, sixty (60) days prior to the end of the initial Term or any extension thereof.

C. Fees. Member shall pay a non-refundable sum of ($29.95 + tax) per month for access to the MLS Data. In the event the member changes vendors there will be a $50.00 fee.

D. Set-Up Costs. Member and Developer shall provide its own hardware, software and bear its own programming, technology and methodology expenses, if any, relating to the integration of CBMLS Data into Members' Web Site and shall provide for all telecommunications needs in order to facilitate the accessibility of the CBMLS Data.

E. Security of Access ID and Penalties for Disclosure. Developer's Access ID is owned by CBMLS. Developer shall treat the Access ID as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. Member and Developer shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of Developer's Access ID, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages.

F. Membership Status. Member and Developer acknowledge that if Member is no longer a Member of the Coastal Bend MLS ("CBMLS") or if Member's status with CBMLS is inactive, neither Member nor Developer shall be granted access to the CBMLS Data and access will be denied until Member's status is returned to active.

G. CBMLS Logo. Developer shall not integrate the CBMLS Data into the Member Web Site unless and until the CBMLS logo, in a form and format presented by CBMLS to Developer, is displayed on the first screen of such Member Web Site.

H. Access Format. The CBMLS Data shall be accessed by Developer during the Term commencing within two (2) business days of the Effective Date.

I. Limitation and Disclaimers. CBMLS and its data suppliers are not responsible for errors or omissions. The CBMLS Data are provided on an "as is, as available" basis. Neither CBMLS nor any of its suppliers makes any warranties, express or implied, including without limitation, those of merchantability and fitness of a particular purpose, with respect to the CBMLS Data.

J. NEITHER MEMBER NOR DEVELOPER SHALL REPRODUCE, SELL, PUBLISH, OR IN ANY MANNER COMMERCIALLY EXPLOIT ANY INFORMATION OBTAINED THROUGH ACCESS TO THE CBMLS DATA OR PARTICIPATE IN OR ALLOW SUCH REPRODUCTION, SALE, PUBLICATION OR EXPLOITATION BY ANY PERSON EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF CBMLS.

COASTAL BEND MLS.	**MEMBER: _____**	**DEVELOPER:** Constellation Web Solutions
By: _____	By:_____	By:_____
_____	_____	Dan Dlhy_____
Print Name	Print Name	Print Name
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

1. Billing and Payment: Member and Developer agree to pay the annual access fee set forth on the face hereof in advance. The annual access fee is non-cancelable and accrues whether or not Member and Developer accesses the System. Member and Developer are responsible for and will be charged for any overdue account collection expenses including, but not limited to, agent fees, attorney's fees, court costs and other associated expenses. CBMLS reserves the right to exclude Member and Developer from access to the CBMLS Data if Member's and Developer's account becomes delinquent or Member becomes inactive until Member and Developer brings its account current or reinstates membership.

2. Confidentiality & Suspension: (a) Member and Developer shall use the CBMLS Data only for the purposes set forth on the face of this Agreement, and shall make no copies, extracts, digests or summaries for any other purpose. Member and Developer shall not disclose or provide the CBMLS Data, or access thereto, to any affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties or any persons within its organization not having a need to know for the purposes permitted on the face hereof. The Member and Developer agree not to provide or otherwise make available any licensed program or material or access to the CBMLS Data to any person other than Member and Developer's designated Authorized Users without prior written consent from CBMLS. (b) Member and Developer acknowledge that the CBMLS Data are proprietary to CBMLS and its supplier and has been, have been developed as commercial trade secrets at the expenditure of CBMLS's time and money, and are furnished to Member and Developer in trust. Member and Developer agree that it will hold and CBMLS Data in the same manner as it deals with its own proprietary information and trade secrets. (c) Member and Developer will issue appropriate instructions its Authorized Users having access to the CBMLS Data concerning the restrictions contained herein, and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of the access identification to the CBMLS Data, with particular respect to consumer information that is considered "sensitive". (d) Upon Member's and Developer's violation of this paragraph and without cause stated, CBMLS may exclude Member and/or Developer from access to the CBMLS Data and suspend or terminate this agreement upon notification by CBMLS.

3. Ownership and Dissemination of the Database: Member and Developer shall acquire no proprietary rights in or to CBMLS Data or in any data contained therein. CBMLS and its data suppliers shall remain the exclusive owners of all rights, title and interest in the CBMLS Data licensed hereunder and all copyrights and renewals thereof, heretofore or hereafter secured therein. All publication, dissemination and other rights to the CBMLS Data licensed hereunder are reserved for CBMLS in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by CBMLS or its assignees or grantees at anytime and from time to time without obligation or liability to Members and Developers.

4. Responsibility For Use and Limitation of Liability: Member and Developer assume sole responsibility for all use of the CBMLS Data on the Members web site, which use Member acknowledges to be at its own risk. Access to CBMLS Data are made on an "as is, as available" basis without any warranty express or implied by either CBMLS or its data suppliers, including without limitation, those of merchantability and fitness for a particular purpose. The data contained therein is sourced from public, publicly available or non-public documents. No CBMLS data supplier is responsible for errors or omissions. CBMLS disclaims any warranty that the CBMLS Data are error-free or that access to the CBMLS System will be uninterrupted. CBMLS's full liability hereunder for any and all claims of damages, for any cause whatsoever, and regardless of the form of the actions, whether in contract or tort, including negligence, shall be limited to the fee paid by Member and Developer for access to and use of the CBMLS System, during the period any events which are the basis for any such claim(s) occur. IN NO EVENT SHALL CBMLS BE LIABLE FOR ANY DAMAGES RESULTING FROM MEMBER OR DEVELOPER'S INABILITY OR FAILURE TO PERFORM PROFESSIONAL WORK OR FOR ANY LOST PROFITS OR ANY OTHER CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES RELATING IN WHOLE OR PART TO MEMBER OR DEVELOPER'S RIGHTS UNDER THIS AGREEMENT, EVEN IF CBMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CBMLS's data suppliers are not responsible for any damages including, but not limited to, those incurred as a result of lost profits or revenue, loss of use of access to the System, or CBMLS Data, loss of the CBMLS Data, or the cost of recovering access to such System and CBMLS Data, the cost of any substitute therefore, or claims by third parties, or for other similar costs. In no event shall any of CBMLS's data suppliers be liable for any damages resulting from Member or Developer's inability or failure to access the System or any CBMLS Data.

5. Membership Termination Results in Termination of Web Site Development Agreement: Should Member terminate its membership with CBMLS or are terminated from participation in CBMLS such that Member or any licensed agent, or employee and/or non-licensed office staff affiliated with Member is not entitled to access the System and CBMLS Data provided by CBMLS, Member understands and agrees that access by Member and/or any licensed agent, employee and/or non-licensed office staff affiliated with Member may be terminated.

6. Jurisdiction: In any dispute arising out of this Agreement, this Agreement shall be construed and governed in accordance with the laws of Nueces County, Texas, without giving effect to conflict of law provisions, and the parties hereby submit to the exclusive jurisdiction of and venue in any state or federal courts located within Nueces County, Texas with respect to such dispute.

7. Assignment: This agreement may not be assigned by Member and Developer without CBMLS's prior written consent.

8. Consequential Damages: Neither party shall be liable to the other party for any indirect, special or consequential damages.

9. Force Majeure: Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulation superimposed after the fact, fire, communication line failures, power failures, hurricanes, tropical storms or other disasters.

10. Compliance: Each party agrees that it will perform its obligations hereunder in accordance with all the applicable laws, Rules and Regulations now or hereafter in effect.

11. Severability: If any term or provision of this agreement shall be found to be illegal or unenforceable then, nothwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

12. Amendments: No amendment of this agreement shall be effective unless it is in writing and signed by a duly authorized representative of both parties.

13. Non-Waiver: Waiver by CBMLS of any breach of any provision of this agreement by Member or Developer shall not operate or be construed as a waiver of any subsequent or other breach by Member or Developer.

14. Authority: Each party has full power and authority to enter into and perform this contract and the persons signing this contract on behalf of each has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

15. Entire Agreement: This contract constitutes the entire agreement between the parties with respect to this subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

16. Notices: Any notice required or permitted to be given hereunder shall be by "confirmed email" (effective only upon confirmation of receipt by the recipient) to Jessica@ccarmail.com or in writing sent by accountable means such as Federal Express to Member or Developer at the address on the face hereof and to CBMLS at 4825 Everhart Rd. Corpus Christi, TX 78411.

17. Privacy: Member and Developer understand and agree to comply with all applicable privacy, data security, best practices and all other laws, rules and regulations relevant to Member and Developer's business model, including but not limited to, the Gramm Leach Bliley Act, the Final Rules promulgated by the Federal Trade Commission in furtherance of the Gramm Leach Bliley Act, the Telephone Consumer Protection Act of 1991, as amended, the Fair and Accurate Credit Transactions Act, Federal Do-Not-Call laws, various State Do-Not-Call laws, and the Direct Marketing Association's applicable privacy and information security policies.