

Instructions for MLKAR IDX Application:

Please find attached the IDX application you need to fill out, sign and return.

Page 5 I will fill out. **At the bottom of page 5 please put your web address this link will be going on.**

Page 6 is your office information also the page that needs to be signed by your broker.

Once this is done send it to your Vendor.

Page 7 is the Vendor page that they fill out.

Once they are done it comes back to me for signature and I send it to Flex to get your link.

MLS AUTHORIZATION FOR FBS TO PROVIDE DATA VIA RETS

Check only *one* option below (Required)

Option 1: Confidential RETS Data (All Statuses)

Permission Level for Confidential Data

MLS (all MLS listings)

Company (Company listings only)

Office (Office listings only)

Member (Member listings only)

_____ Option 2: RETS IDX Feed (Used for display on Public web sites)

_____ Option 3: VOW (Used for display on VOW web sites)

The undersigned MLS authorizes Financial Business Systems, Inc. ("FBS") to provide the MLS approved IDX database by RETS (Real Estate Transaction Standard) to the MLS member indicated below (IDX Participant). MLS understands that once the data has been transferred to the IDX Participant, FBS has no control or responsibility for how such data is used or displayed, and MLS holds FBS harmless from any and all liability related to the provision of such data or use or display by the IDX Participant.

Please note: fields designated in red are required for FBS to process your paperwork, however, your MLS may mandate that the form be completed in its entirety to obtain approval.

MLS Name (Required)

MLS Authorized Personnel (President, EO, etc.) (Required)

Signature (Required)

Date (Required)

IDX Participant's Name (MLS, Company, Office, Member) (Required)

flexmls Login ID/Username (xxx.company, xxx.office, xxx.member)

Webmaster E-Mail Address (Required)

Web Site URL Address for this data

(The URL Address listed is the only site which this data is approved for use)

Please send this form to rets-support@fbsdata.com or Fax to 701-234-0224 Attn: RETS

Revised 11/07/2014

REAL ESTATE FIRM CONTRACT

(rev. 6/2013)

Access to IDX Data Feed

Note: This form is a legally binding contract between you and MLS. Simultaneously or prior to submitting this form/contract, you must become an IDX Broker. See MLS's *Rules and Regulations* for further details. **This form/contract must be filled out completely and signed by a Principal MLS Participant. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to the Marathon and Lower Keys Association of Realtors®, Inc., at 5800 Overseas Highway #15, Marathon, FL 33050 Fax: 743-4679. The Association 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 the Marathon and Lower Keys Association of REALTORS®, Inc., the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" ("Firm"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "Consultants"), if any.

RECITALS

2. Firm wishes to obtain, and MLS wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in MLS. 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.
 - a. **Affiliated Association:** Any association or board of REALTORS that purchases Multiple Listing Services from MLS for resale to its members.
 - b. **IDX Database or IDX Data:** The current aggregate compilation of all active exclusive listings of all IDX Brokers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. MLS owns the IDX Data.
 - c. **IDX Broker:** A Participant who gives permission to other Participants to display its active listings on their web sites in return for their permission to display their listings on its web site.
 - d. **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, lease and appraisal of real property.
 - e. **Rules:** The Rules and Regulations of MLS, as amended from time to time, and any operating policies relating to the IDX Data and IDX Brokers promulgated by MLS.
 - f. **Participant:** Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from an Affiliated Association or from MLS directly.
 - g. **Participant Data:** Data relating to real estate for sale or lease, previously sold or listed for sale or lease, including the IDX Database, and data relating to Participants and Affiliated Associations, entered into the multiple listing system by Participants, the Affiliated Associations, and MLS. MLS owns the Participant Data.

MLS'S OBLIGATIONS

4. During the term of this Agreement, MLS grants to Firm a license to:
 - a. Display the IDX Data on Firm's web site, and

- b. Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's web site.
5. During the term of this Agreement, MLS agrees to provide to Firm and its Consultants:
- a. Access to the IDX Data via the Internet using File Transfer Protocol ("FTP") or Real Estate Transaction Standard (RETS), under the same terms and conditions MLS offers to other Participants;
 - b. Seven (7) days' advance notice of changes to the file and record formats of the IDX 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 MLS's ownership of the copyrights in the Participant Data and the IDX 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 IDX 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 MLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that MLS may seek cure from the Consultants, or any one of them.
- 11. Firm shall notify MLS within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

- 12. If MLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with MLS and act immediately upon notification by MLS of an uncured breach by Firm.
- 13. Each Consultant acknowledges MLS's ownership of the copyrights in the Participant Data and the IDX Data.
- 14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
- 15. Each Consultant shall notify MLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.
- 16. Should Consultant engage a sub-contractor of Technical Consultant, Consultant agrees to take full responsibility for the act or omissions of the sub-contractor, and shall indemnify and hold harmless MLS to the extent of Consultants liability under Paragraph 29 herein. Sub-contractor shall also execute an addendum to this agreement in which sub-contractor agrees to be bound by the terms of its license agreement with The Marathon and Lower Keys Association of REALTORS® and the MLS IDX Rules and Regulations.

CONFIDENTIAL INFORMATION

17. **"Confidential Information"** is information or material proprietary to MLS or designated "confidential" by MLS 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 Participant Data, except the IDX 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 MLS obtains from any third party that MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLS.
18. **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 MLS, to the extent of such consent;
 - d. Becomes known to the Receiving Party from a source other than MLS 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 MLS; or

- e. Is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to MLS prompt notice of any such order.
19. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by MLS.
 20. **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.
 21. **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 MLS to do so. At no time and under no circumstances will the Receiving Party reverse engineer, de-compile, 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.
 22. **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 MLS. If MLS 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.
 23. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without MLS’s prior written consent. In the event MLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
 24. **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 MLS, the Receiving Party will return to MLS all Confidential Information and all other materials provided by MLS 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 MLS, an officer of the Receiving Party will certify in writing that all materials have been returned to MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

25. The term of this Agreement begins on the “Effective Date” set forth on the “MLS Information and Signature Page” below. 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. MLS’s notice to Firm that this Agreement is terminated.
 - b. Firm’s notice to MLS that it no longer intends to display IDX Data on its web site.
 - c. Termination of Firm’s privileges as a Participant either by MLS or the Affiliated Association from which Firm purchases Multiple Listing Services.

GENERAL PROVISIONS

26. **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.
27. **MLS’s Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Firm and Consultants acknowledge that MLS 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 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 continuing or further breach by Firm or Consultants or any one of them, without showing or proving any actual damages sustained by MLS.

28. **Attorney's fees.** If MLS 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 MLS's reasonable attorney's fees and costs for such legal action.
29. **Limitation of Liability.** MLS's 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 MLS, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. MLS shall not be liable for any incidental or consequential damages under any circumstances, even if MLS has been advised of the possibility of such damages. MLS shall have no liability for inaccuracies in the IDX Data or the Participant Data.
30. **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.
31. **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.
32. **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 MLS.
33. **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.
34. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Florida.

[The remainder of this page is left blank intentionally.]

MLS Information and Signature

Entered into on behalf of MLS by

Wayne Carter Association Executive

Signature

Print Name ___Wayne Carter_____

Effective Date _____

This area is for MLS's use only. MLS will fill out the information in it after signing this Agreement. MLS will then return a copy of this Agreement to Firm and Consultants. The contents of this area are Confidential Information under this Agreement.

FTP/RETS URL: _____

FTP/RETS User ID: _____

FTP/RETS Password: _____

Consultants Identified: _____

Consultant(s) Name(s): _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____

Web Site URL Address for this data:_____

Real Estate Firm Information and Signature

Firm Name: _____

Firm MLS ID: _____

Designated Broker Name: _____

Broker MLS ID: _____

E-mail address: _____

(You *must* supply an e-mail address here. This address will be MLS's principal means of communicating with you for notices under this Agreement.)

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Entered into on behalf of Firm by

Signature

Print Name

Title

Consultant Information and Signature

NOTE TO FIRM: Reproduce this page for each individual / company which you intend to provide access to the IDX Data under this Agreement.

Consultant (company or individual) Name: _____

E-mail address: _____

(You *must* supply an e-mail address here. This address will be MLS's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: _____

Consultant City, ST, ZIP: _____

Phone: _____ Fax: _____

Entered into on behalf of Consultant by

Signature

Print Name

Title

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

If Consultant is using a Sub-Contractor, then the following section must be completed by said Sub-Contractor.

Sub-Contractor (company or individual) Name: _____

E-mail address: _____

(You **must** supply an e-mail address here. This address will be MLS's principal means of communicating with you for notices under this Agreement.)

Sub-Contractor Street Address: _____

Consultant City, ST, ZIP: _____

Phone: _____ Fax: _____

Entered into on behalf of Sub-Contractor by

Signature

Print Name

Title

INTERNET DATA EXCHANGE POLICY AND RULES (Revised 6/13)

Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants.

Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display 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 where the seller has prohibited all Internet display.

A participant may elect to display framed or downloaded active listings of the FLORIDA KEYS MLS (consisting of The Florida Keys Board MLS and the Marathon and Lower Keys Association of REALTORS) on participant's Web site, or a Web site under participant's exclusive and complete control, provided that the participant comply with the rules, regulations and policies of the participant's MLS as may be modified from time to time.

Downloadable data will be made available in a format established at the sole discretion of the Marathon and Lower Keys Association of REALTORS®, Inc. MLS and in accordance with the rules and regulations of The Marathon and Lower Keys Association of REALTORS®, Inc. MLS.

Section 18.2 Participation

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.

Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2

MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs).

Section 18.2.4

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or

exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant.

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays fed by those downloads at least once every three (3) days.

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or review about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice or professional judgment.

Section 18.2.10 Display of IDX information by Real Estate Franchise Organizations

Participants may provide IDX information to their respective real estate franchise organizations ("franchisors" to be indexed for display on such franchisors' websites, subject to the following requirements and limitations. Failure of a franchisor to comply with the following requirements and limitations can, at the discretion of the MLS, result in suspension or termination of the participant's(s') authority to provide IDX information to the franchisor.

- a. Initial search results that provide minimal information (e.g., “thumbnails”) are exempt from MLS-required disclosures (e.g., listing firm, listing agent, source of information, notice that information is deemed reliable but is not guaranteed accurate) provided that a direct link to a detailed (“full view”) display that includes all required disclosures is provided.
- b. Consumers can link directly to a detailed (“full view”) display that complies with disclosure/display rules of the source MLS.
- c. IDX information cannot be used for any unauthorized purpose.
- d. Inaccurate or incomplete information related to any listing must be promptly corrected by the franchisor at the request of the source MLS.
- e. No advertising may appear on pages displaying IDX information.
- f. IDX listing information cannot be modified, manipulated, or permanently retain.

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

Section 18.3.2

Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

Section 18.3.16

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

Section 18.3.17

If a thumbnail view of listing is provided on the site, then the Participant must display the MLS logo on each listing not owned by the Participant with an indication that the logo represents listings not owned by the displaying Participant. All detailed listing information must also display the MLS logo indicating that the listing is not owned by the displaying broker. (See disclosure requirements.)

Section 18.3.18

Any Participant utilizing the download function for MLS data must enter into a "Downloading Agreement" prior to any data being displayed from The Marathon and Lower Keys Association of REALTORS®, Inc. MLS. All downloads will be by the method and in the format set forth by The Marathon and Lower Keys Association of REALTORS®, Inc. MLS, at their sole discretion for Participants use.


Section 18.3.19

A participant or an agent may choose to use the Smart Frame Solution of the Florida Keys MLS to display MLS active listings. In that case, the Listing Broker's Company name is not required to be listed nor would the use of the MLS Logo be necessary on this site to identify listings not belonging to the displaying Broker.

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

MLS Required Disclosure on detailed and thumbnail information:

<p><i>"The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange program of the Marathon and Lower Keys Association of REALTORS®, Inc. MLS. Real Estate listings held by brokerage firms other than (name of displaying real estate firm) are marked with the MLS logo and detailed information about them includes the name of the listing broker's office."</i></p>	
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