



BrokerSM Reciprocity

INTERNET

DATA

EXCHANGE

MLS Listings on Broker and Agent Web sites

Information Handbook and Technical Overview

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Table of Contents

What is IDX?	2
<i>Quick Start: How to use IDX data</i>	2
FTP & IDX SmartFrame Options Summary	3
Rules and Regulations	4
Web Site Agreement	4
Disclosures	5
Frequently Asked Questions	6
Broker Technical Overview	8
Fees	8
Technical Implementation Guide	10
Technical Advisors Overview	10
Definitions and Purpose of IDX	10
Rules of the Road	11
Data Update Process in General	11
FTP Files	12
Photo Export file naming	12
Appendix A Public Report Fields	13
Appendix B MLS Rules & Regulations	14
Appendix C Application for Data, Broker/Vendor Confidentiality Agreement	17
Appendix D Dropping Broker Reciprocity	20

What is IDX?

IDX is Internet Data eXchange. When a listing is entered into the MLS, it may be electronically distributed for display on public websites. Listings may be individually marked IDX=No or IDX without Address for confidentiality purposes. Any Broker who decides to may completely opt out of allowing their listings to be distributed through IDX by filling out and returning Appendix D to the MLS. However, Brokers who choose to completely opt out may not receive or display IDX listings on their own sites.

Quick Start: How to use IDX data

There are two options for Brokers/Agents:

FTP. A raw data file which is distributed to a specified location. Your web programmer receives data & photo files, creates a search engine and reports, and updates the data daily. Your web programmer is responsible for insuring that the listing display adheres to the MLS Rules and Regulations for display.

IDX SmartFrame This also allows public access through a live link to the SARMLS Paragon server that frames the MLS data on broker or agent websites. This ensures the most accurate and up-to-date information available for public property information searches. You or your webmaster receives a URL (link) to put on your website that creates the frame. Your website must support framing.

Putting IDX Data on Your Web Site:

First, you must complete the application form in Appendix C, Spokane Association of REALTORS® MLS's (SAR) "Application for Data, Broker/Vendor Confidentiality Agreement" to become an IDX Subscriber.

Next, get a web site if you don't already have one. If you intend to use IDX SmartFraming make sure your website is set up to support smart frames.

Then, what can be the toughest part – incorporating the IDX data into your web site, for which you may need a consultant to build and maintain. The easiest and least expensive way is to utilize IDX SmartFraming. See comparisons on page 3, "FTP & IDX SmartFrame Options Summary".

Finally, follow the MLS Rules and Regulations and associated policy statements for IDX.

FTP & IDX SmartFrame Options Summary

	IDX SmartFraming	FTP
Who wants this data	Brokers and agents wanting an easy, accurate, up-to-date search and display.	Participants (Brokers) and agents wishing to offer their own custom search and display.
Who may receive this data	Broker and agent members of the SARMLS who participate in IDX. Agent websites must be under the supervision of the Broker.	
Daily updated files	IDX SmartFrame data is always current	Active listings text & photos marked IDX Include=Y
Minimum Data required	Is automatic with IDX SmartFrame	See section Rules and Regulations, page 4.
Maximum data	Is automatic with IDX SmartFrame	See Appendix A
Photos	N/A All data is accessed through the Paragon server.	Initial file will contain all photos for all current active listings marked IDX Include=Y. The daily photo update file will include all new or changed photos entered since the previous file delivered.
Signed form required by SAR	Application for Data, Broker/Vendor Confidentiality Agreement signed by Broker and agent (if applicable) and 3rd party vendor (if applicable). Must be renewed annually.	
Charge to Broker	\$100 set up fee \$50 Annual fee (billed w/Annual Dues)	\$200 Set up fee Monthly fee varies by frequency (See page 9)

Rules and Regulations

To the extent that this document supplements Spokane Association of REALTORS® MLS Rules and Regulations relating to Internet Policy, it is a statement of SARMLS policy regarding such matters. You may also refer to the SARMLS Rules and Regulations Section 18 for specific rules relating to use of the MLS data for Internet advertising (see Appendix B).

- You must provide the SARMLS with the web address or URL where the data will be displayed **and access to the site if requested.**
- The Broker (and agent when applicable) and the vendor sign the SAR's Confidentiality Agreement and provide a copy to the SAR. **This Agreement must be renewed annually.**
- Rules and regulations: Sections 11, 12, 13 and 18 of SARMLS Rules and Regulations contains provisions relating to Internet Policy. These provisions are reproduced in their entirety in Appendix B.

Web Site Agreement.

For any requesting party wishing to display consenting Participants' listings, SARMLS shall not transfer data for display by such party until such party has submitted an Application for Data and Vendor/Broker Confidentiality Agreement which must be approved by the SARMLS Steering Committee and the Board of Directors in which the owner of the web site agrees as follows:

1. No Internet republication of an SARMLS listing accessible by the public shall contain more fields of information than allowed for in Appendix A
2. Only listings marked IDX Include=Yes may be displayed by the web site.
3. All information on the site shall be updated at least weekly and display the last update date.
4. Listing data may not be modified for display by anyone other than the listing Participant.
5. All listings displayed pursuant to IDX shall show the MLS as the source of the information. This may be a blanket disclaimer on each page stating that all listings are from SARMLS or, if results display from more than one MLS, SARMLS listings will be individually identified.
6. All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.
7. When displaying listing content, a Participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.
8. Any search result shall include a disclaimer disclaiming liability for inaccuracies in the data.
9. The web site owner must commit to do everything practical to prevent other sites from "scraping" the Participant's site. The web site owner shall take responsible action to stop unapproved use of SARMLS information.
10. The web site owner must make changes within ten (10) days of written notice from SARMLS, as necessary, to correct or cure any violation of SARMLS Rules and Regulations or any breach of the agreement.
11. Web site owner shall disclose the URL (Internet Address) where data is to be displayed and provide an access ID and login if requested.
12. To hold SARMLS harmless if unable to supply data.

Disclosures

1. Listing office name: Section 18.3.4 of Spokane Association of REALTORS® MLS Rules and Regulations states that “All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.”

2. Courtesy of SARMLS Section 18.3.3 of Spokane Association of REALTORS® MLS Rules and Regulations states that any listing displayed shall show the SARMLS as the source of the information.

3. Accuracy disclaimer: Section 18.3.6 of the Spokane Association of REALTORS® MLS Rules and Regulations states that your web site must display a disclosure indicating that IDX Data 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 SARMLS.

4. Copyright notice: Per section 11.1 of Spokane Association of REALTORS® MLS Rules and Regulations one of the following copyright notices must appear on any detailed listing data of another BRS. **This notice must appear exactly as in one of these two options:**

Option A: “Copyright nnnn of the Spokane Association of REALTORS® MLS. All rights reserved.”
[Where nnnn is the current year.]

Option B: “© nnnn of Spokane Association of REALTORS® MLS. All rights reserved.” [Where nnnn is the current year.] Note, you may not substitute a “c” in parentheses – “(c)” – for the copyright symbol – “©.” If your web site cannot display the copyright symbol, use option A and spell out the word “Copyright.”

5. Update frequency: Section 18.2.5 of the Spokane Association of REALTORS® MLS Rules and Regulations requires participants refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

6. Update date disclosure: Section 13 of the Spokane Association of REALTORS® MLS Rules and Regulations requires that the site include a statement indicating the last update “Based on information from the Spokane Association of Realtors® for the period (date) through (date).” Alternatively, a “Data last updated: xx/xx/xx” on the search page would be effective.

7. Truth in Advertising: Websites should not advertise access to the SARMLS or all the listings from the SARMLS. No member shall indicate or imply in any manner that the member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. “Search the MLS” or “Access SARMLS”) on the member’s website or otherwise. Because of IDX=No, public websites do not contain every listing in the SARMLS.

Frequently Asked Questions

CAN AGENTS HAVE IDX WEB SITES? Here is the only way that an agent can have IDX data on his/her web site:

1. The agent's brokerage firm must be contributing its listings to the program.
2. The agent must have the brokerage's permission to display IDX listings.
3. The agent's web site must retain the brokerage's branding at all times. This will frequently mean the brokerage's banner appears at the top of every page.

WHAT HAPPENS IF SOMEONE ABUSES BR? SARMLS will monitor brokers who develop web sites using the BR data. It will also monitor other real estate web sites. If SARMLS finds that a website is misusing data, that broker will be notified of the wrongdoing and will be required to correct the problem. If the broker fails, he or she may be fined and possibly even suspended from the SARMLS; additionally, transmittal of IDX data will stop without further notice if the problem is not remedied within the required timeframe. Also, brokers should note that IDX data is a service of the SARMLS and all current policies for payment of financial obligations will apply. If a broker's account becomes delinquent, IDX data will be discontinued immediately and the service will not be reinstated until account is current and all re-activation fees are paid.

HOW MUCH WILL IT COST? Depending on the solution you choose, fees vary (See page 9). What does a web site cost? That's another matter!

WHAT DATA WILL CONSUMERS SEE? A public IDX site may only display active listings that are marked IDX=Yes. They may display any or all of SAR's property types. Fields displayed may not exceed the approved display list as described in Appendix A.

WHAT KIND OF ADVERTISING FOR OTHER SERVICES OR COMPANIES CAN BROKERS HAVE ON THEIR WEB SITES WITH BR DATA? Anything that will not violate Spokane Association of REALTORS® MLS's Rules or Regulations regarding IDX. This means that if your firm puts up a web site hosting the IDX Data, you may sell advertising space to an automobile dealership on the site. Every page of your web site could have an ad for a different advertiser. Keep in mind the following things:

- 1) The site still has to be for your real estate firm.
- 2) The advertising must not jeopardize the goodwill of the SARMLS or the listing broker; for example, advertising an obscene web site above listing data. This will result in the IDX Data Feed being terminated.
- 3) The banner must not mislead consumers. If the banner seems to contradict information about the listing firm or information in the listing data itself, it cannot be used.

DO I NEED TO HIRE A WEB DEVELOPER? You may not need to hire someone to build a website for you. Two solutions are:

DOING IT YOURSELF: With IDX SmartFraming you don't have to be a "techie." If you have a website already, all you have to do is insert a link from the SARMLS into your webpage. If you are a fairly sophisticated designer of web sites, and particularly if you have experience building, maintaining, and accessing databases on the web, you may want to build your own IDX web site.

WORKING WITH A WEB DESIGNER: Most brokers do not possess the resources or staff required to perform the tasks identified in the Technical Documentation. If you want the maximum amount of control over how your web site looks and works, you will want to engage a web site design and maintenance firm. They will use the instructions provided in the Technical Documentation to build a web site for you according to your specifications.

Questions to ask BEFORE you hire a Vendor!

The SARMLS strongly advises you to ask questions, many questions, before signing up with any web site provider. The questions you ask at the beginning of the process will go a long way toward preventing disputes down the road. Before you contact any web site designer, look at other IDX web sites. Use them as you would imagine a consumer using them. Find the best features of each and you'll have an idea of what you want on your site.

Before you begin discussions with a web designer, ask for the web addresses of other brokerage sites they have built. While nothing prevents you working with a designer that has no previous IDX experience, you may find it more economical to work with one who has. Here are a few important questions to ask web site designers. This list is not exhaustive but will get the process started for you.

What are the set up costs for the web site? Most web site designers will want some kind of up front fee to create your web site. Find out exactly what steps the designer will take during these initial stages.

What is included in the up front fees? Find out if the package you are considering includes the complete design of a custom web site, or if it only includes certain "template" elements. Find out how much control you have over things like the graphic design of your site, the color scheme, etc.

Can I integrate the IDX site with my existing web site? You may already have a web site and a web site designer who has been doing a good job maintaining it. You may just want to incorporate the IDX piece into that existing site. If you want to keep your existing designer, have him/her contact other designers who have IDX experience and help you select one who is best for you.

What are the maintenance costs and how frequently are they due? Most web site designers will charge you a monthly or quarterly maintenance fee. You should find out what you are receiving for this fee – at a minimum, it should include automatic updates of the Broker Reciprocity listing data on your web site, preferably daily.

Is a hosting fee included, or is it payable separately? Once a designer creates your site, it will have to be "hosted" on a computer connected to the Internet. Your designer may include the cost of hosting in the maintenance fees. Or you may have to make separate arrangements for hosting. **If the designer will host your site, ask for the web address of another site they host. Visit this site and make sure that it loads quickly. Consumers will hate your site if it runs slowly.**

Does the maintenance fee include periodic changes to your site? You will want to change information on your site, things like firm special events, salesperson of the month, etc. Find out how many such changes are included in any maintenance fee, and how much additional changes will cost.

Does the maintenance fee include access to statistics about who is visiting your web site and when? Critical to any marketing plan involving the Internet is an understanding of who is visiting your web site and from where they are being referred. There are software packages available that will track activity on your web site and provide important answers to these questions. Will your web site designer provide this information to you? Is the cost included in your maintenance?

How much personal interaction will you have with the designer, or is it all online? Any face-to-face? How much? Any phone? How much? If you are accustomed to face-to-face or telephone customer service, you may find it harder to find among web site designers. They are creatures of e-mail. If this is important to you, you'll want to discuss it with candidate designers in advance.

What is the cost for additional work and features? If you see something on another site your designer has created, he/she should be able to tell you how much it would cost to add it to your own site. **Do not assume that a feature will appear on your site just because it appears on another site your designer created for another broker. The other broker may have paid a premium price for that feature.** The contract you write with the designer should list all the features you want and indicate their price. (If you're asking for a novel feature, the designer may hesitate to give you a price up-front. This is not unreasonable, and you'll have to negotiate the best deal you can.)

Discuss changes you will probably have to make and the charges. Find out how much they will charge to change an agent name, add a link, add a banner or add an additional web page.

Will the vendor display all photos on each listing, or just the main photo?

Will you own the domain name? If you are paying the designer to register your domain name, it's important that the designer commit to registering it in your name. You will be putting this address on all of your marketing materials from here on out. You don't want the designer to take it with him/her if you choose to work with a different designer.

Does the Broker own the site content? You will want to be able to take your web site design with you if you choose another designer down the road. Seek provisions in your contract that will guarantee this. (Note: this is probably only applicable to "custom" site content. If you buy a "template" package, the web site vendor will not relinquish any rights in the template or the search interface to you).

Who is the designer/vendor? Is it a corporation, sole proprietor, LLC? Who will deliver on the promises the salesperson makes if that salesperson leaves? It's important here, as in every business deal, to know who you are dealing with.

What is vendor's experience web-based databases, real estate web sites, etc., and with who have they worked? CHECK THESE REFERENCES! If they have built other broker web sites, visit them. Make sure they work, that they look good, and that they are fast (consumers hate slow web sites).

How soon after you sign a contract will your web site be up? It is important to clarify all parties' expectations.

Where is the designer located and how will you communicate with them?

Ask the designer why they deserve your business. There are many options out there. Make the designer explain why they are the best.

Encourage the designer to contact Spokane Association of REALTORS® MLS. You may encourage the vendor to contact the SARMLS to talk about what's entailed in an IDX web site if they have any questions. They will provide better cost estimates if they know more about the MLS's systems and the rules and regulations of the program.

Broker Technical Overview

The easiest method for acquiring IDX data is through IDX SmartFrame. Another option is FTP. FTP is Internet lingo that stands for File Transfer Protocol. It's the way that a client computer – like your PC – downloads or receives a whole file from a host. It is a very fast and efficient method of transferring large amounts of data. This is pretty technical so you will probably want to hire a webmaster to do this for you.

Using an FTP file can save you lots of upfront programming charges to get your website set up.

- In order to obtain the data, the SARMLS will receive an ID and password to access your vendor's ftp server. Data files will directly delivered to this server.

To initiate FTP access, you need to fill out and send to SARMLS the contract at the end of this document. SARMLS will verify the necessary information and contact the vendor to arrange for a login/password to the FTP server. Don't be offended if you don't understand all of this! However, if you don't you should be working with a qualified consultant or web design firm to put this data on your site.

Fees

Effective August 1st, 2007, Spokane Association of REALTORS® will charge the following to our IDX/VOW subscribing members:

For an IDX SmartFrame provided by the SARMLS, there is a onetime \$100 set up fee and \$50 annual fee billed with membership dues. Annual fees are not subject to refund.

For FTP, there is a onetime \$200 setup fee. There is a monthly fee depending on how often the database will be updated. The monthly fee table is below.

For VOW, there is a onetime \$400 setup fee. There is a monthly fee depending on how often the database will be updated. The table is below.

Frequency of Data Scale Monthly Fee

Daily (or less) - \$25
2x a day - \$50
3x a day - \$75
4x a day - \$100
6x a day - \$125
8x a day - \$150
12x a day - \$175
24x a day - \$200

Any requested custom FTP modifications must be approved by the Spokane Association of REALTORS® MLS and are billed at \$400. Custom Modifications are modifications to the file structure/content/frequency which require completely new setup in close coordination with the data recipient.

The SARMLS and Board of Directors reserve the right to change the fees with a 30 day notice. Service fees and charges for participation in IDX/VOW shall be as established annually by the Board of Directors.

Note: A Broker must keep his/her Association/MLS Account current. Data feeds to delinquent accounts will stop immediately upon suspension of services and will not be restored until account is brought current and all reinstatement fees have been paid. All current policies regarding payment of financial obligations will apply to the Broker Reciprocity service.

Technical Advisors Overview

This section is designed to provide information to the technical advisors and contractors of brokers participating in the SAR, so that they may incorporate IDX data into those brokers' web sites. When this section refers to "you," it is referring to the technical advisor or contractor. When it refers to "your client," it is referring to a broker participating in SARMLS who you are assisting in developing a web site. To the extent that this section supplements SAR's Rules and Regulations relating to Broker Reciprocity, it is a statement of SAR's policy regarding such matters.

Definitions and Purpose of IDX

"Internet Data eXchange (IDX) is a means by which each MLS participant subscribing to the program permits the display of its active listings appearing in MLS on each other's Internet web site. The "IDX Database" is the current aggregate compilation of all active listings of all IDX Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. The goal of the IDX program is to permit participants in the Spokane Association of REALTORS® MLS, i.e., real estate brokers, to display the most complete set of data regarding listings for sale on their own web sites.

Getting a data feed:

Any Subscriber may display the IDX Database on its own web site, provided it:

- a. Signs the required agreement with Spokane Association of REALTORS® MLS (See the Contract at the end of this document.); and
- b. Pays the required setup fee and monthly subscriber fee to the SARMLS; and
- b. Abides by the SARMLS Rules and Regulations relating to IDX set forth in this document as well as periodic policy statements promulgated by SAR.

Limitations on use:

The IDX system has been created to encourage those whose principal business is the brokerage of residential real estate to display the most complete, accurate, and up-to-date compilations of listing information on their own web sites.

Any use for any other purpose is STRICTLY PROHIBITED; Spokane Association of REALTORS® MLS will act aggressively to protect its copyrights in the IDX Database, to enforce its contractual rights, and to protect listing brokers' listing data from distribution in any way inconsistent with their legitimate business interests.

Rules of the Road

For the best results the SARMLS recommends that you review this entire Broker Informational Packet for further details, particularly regarding rules and regulations and disclosures that should appear on your client's web site if she is a BRS. You will be required to be signatory on the BRDS agreement – be sure to review it carefully!

Access methods: IDX SmartFrame is now available (a URL link you put on your website) or an FTP data file delivered to your vendor's FTP server.

Any Subscriber intending to use any other method for downloading and updating the IDX Database must seek approval of its method from Spokane Association of REALTORS® MLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the BR rules and regulations, in degradation of the performance of any of Spokane Association of REALTORS® MLS's systems or compromises the security of the MLS server and programs. The use of any other method also requires payment to Spokane Association of REALTORS® MLS of the IDX data feed fees it has established.

Rules and Regulations: Your client will be held responsible for any failure on your part to comply with those rules; SARMLS therefore suggests very strongly that you review them before building your client's site. See Appendix B, Rules & Regulations relating to IDX web sites.

Agreements: Before you will be permitted to have access to the IDX data or any test sample of it, you must sign an agreement with your client and Spokane Association of REALTORS®. See Appendix C the Vendor/Broker Confidentiality Agreement at the end of this document for details. **You must sign such an agreement for each broker for whom you provide services.**

Data Update Process in General

The Broker and Vendor must fill out and sign the Confidentiality Agreement (Appendix C). ***This agreement must be renewed annually.***

IDX SmartFrame:

This method does not require any download. It is direct query into the Paragon Server. You will be provided with a url for the link. This link is inserted into the website. It creates a frame that has a search engine that accesses the Paragon server and includes reports. It has limited customization capability.

FTP Data Method of Transfer:

IDX files will be pushed via FTP on the frequency that the agent subscribed. SARMLS will provide you with:

1. Data file of all active listings marked IDX Include=Yes public access fields.
2. Photo file in .jpg format of all active listings marked IDX Include=Yes
3. Optional Office/Agent files containing directory information for linking listings.

Support

The SAR shall respond to any system down during regular business and limited weekend/holiday hours. If the system down cannot be resolved within a timely manner, the SAR may activate a backup system to meet the frequency demands.

Support issues should be reported to Mike Bentson at the Spokane Association of REALTORS®. Either call (509) 326-9222 or email Mike@spokanerealtor.com.

FTP Files

Files will be delivered in a ZIP format.

Photos: A full active photo file will be initially delivered to the vendor. Daily, the photo file will contain photos for any listings which are new or photos have changed since the last delivery received. It is the vendor's responsibility to maintain the photo database. The SARMLS may re-send photos at vendor's request, but charges may apply.

Data: Data files are in tab delimited format with headers in the first row. Vendors may receive a SQL table to synch data types and fields if their database type is supported.

Data Files Included:

IDX__DATE_TIME.zip (ex. IDX__20061227_013052.zip) – this is the primary zip file which contains the four individual property class files and may contain the two optional office and agent files.

IDX_PROPERTYCLASS_DATE_TIME.txt (ex. IDX_Residential_20061227_013052.zip) – Tab delimited text files for each of the four property types: Residential, RentalIncome, Land, and Commercial. Field headers may be different between property types.

Optional Files Available Upon Request

IDX_OFFICE_DATE_TIME.txt – Contains office information which allows for mapping listings to offices.

IDX_AGENT_DATE_TIME.txt – Contains agent information which allows for mapping listings to agents.

Customized FTP Files

FTP files may be customized but the broker may be billed for custom programming from the SARMLS.

Photo Export file naming

Photo files are received in a Zip file with the naming format DailyPhotos_DATE_TIME_img.zip (ex. DailyPhotos_20061227_020553_img.zip).

Photo naming convention follows MLS#_Seq#.jpg (ex. 27011234_1.jpg). Sequence number may go to nine as we allow up to nine photos to be associated with a listing.

Additionally, there is a DailyPhotos_DATE_TIME_dat.zip which lists number of photos per MLS number which vendors may use for confirmation/auditing.

Appendix A Public Report Fields

Fields listed are approved for display (with the exception of list date. This is provided for vendor use only.)

MLS #	Bsmt FP	HEAT/COOLING
Class	Bsmt Fam Rm	KITCHEN&APPL
Sub-Type	Bsmt Apx SqFt	LOT INFORMATION
Area/Grid	1st BR	LOT VIEW
List Price	1st Bth	MANUF SIZE
Address Number	1st FP	MASTER BDRM
Address Direction	1st Fam Rm	OUTBUILDINGS
Address Street	1st Apx Sq Ft	PARK/PUD
Town	2nd BR	SITE
State	2nd Bth	IMPROVEMENTS
Zip Code	2nd FP	SPECIAL FEATURES
Status	2nd Fam Rm	STOVE
List Agent ID	2nd Apx Sq Ft	STYLE OF CONST
List Agent First Name	3rd BR	WTRFRONT PROP
List Agent Last Name	3rd Bth	
List Agent Phone	3rd FP	Virtual Tour (Note:
Listing Office 1 ID	3rd Fam Rm	Only use for listings
Listing Office 1 Name	3rd Apx Sq Ft	of Agent/Office)
Listing Office 1 Phone	LR Length	
Listing Agent 2 ID	LR Width	List Date (Note: Not
Listing Agent 2 First Name	DR Length	for Public Display –
Listing Agent 2 Last Name	DR Width	For Vendor Use
Listing Agent 2 Phone	MBR Length	Only!)
Listing Office 2 Name	MBR Width	
Listing Office 2 Phone	FR Length	
Listing Agent 3 ID	FR Width	
Listing Agent 3 First Name	# Fireplaces	
Listing Agent 3 Last Name	# Family Rooms	
Listing Agent 3 Phone	Total Apx Sq Ft	
Listing Office 3 Name	Assessed Sq Ft	
Listing Office 3 Phone	Year Built	
County	Year Remodeled	
Acres MOL	Name of MH Park	
Lot Frt Ft Apx	Make of MH	
Lot Depth Apx	MH Length	
Apx Lot Size Sq Ft	MH Width	
Frontage	Mo Lot Rent	
Body of Water Name	Serial #	
Subdivision/Development	Land Home Pkg	
Elementary	L & I Inspection	
Jr High	Title Eliminated	
Sr High	Space #	
School District	Mo Assmt	
Bedrooms	Public Remarks	
Bathrooms	DESIGN	
Gar Size	DINING	
Bsmt Y/N	EXTERIOR	
New Construction	FAMILY/REC RM	
Bsmt BR	FEATURES	
Bsmt Bth	FIREPLACE	
	FOUNDATION	
	GARAGE/PARKING	

Appendix B MLS Rules & Regulations

Section 11.1 All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Spokane Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Spokane Association of REALTORS®.

Use of Copyrighted MLS Compilations

Section 12 DISTRIBUTION. Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Spokane Association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the Spokane Association of REALTORS® is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by the Spokane Association of REALTORS® where access to such information is prohibited by law.

Section 12.1 DISPLAY. Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation.

Section 12.2 REPRODUCTION. Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or

other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client.

However, only such information that the Spokane Association of REALTORS® has deemed to be nonconfidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

Use of MLS Information

Section 13 LIMITATIONS ON USE OF MLS INFORMATION. Use of information from MLS compilation of current listing information, from the Association's "Statistical Report", or from any "sold" or "comparable" report of the Association or MLS for public mass-media advertising by a MLS Participant or in other public representations may not be prohibited.

However, any advertisement or other forms of public representations based in whole or in part on information supplied by the Association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"Based on information from the Spokane Association of REALTORS® for the period (date) through (date)."

INTERNET DATA EXCHANGE (IDX)

Section 18 IDX DEFINED. IDX affords MLS Participants the option of authorizing display of their active listings on other Participants' Internet Websites.

Section 18.1 AUTHORIZATION. Participants' consent for display of their active 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 or frame 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 as instructed by the seller.

Section 18.2 PARTICIPATION. Participation in IDX is available to all MLS Participants of the Spokane Association of REALTORS® MLS who are engaged in providing real estate brokerage who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers (or both).

Section 18.2.1 Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2 Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

Section 18.2.3 Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

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, exclusive agency, or open listing), or the level of service provided by the listing firm. Selection of listings to be displayed on an IDX site must be independently made by each Participant.

Section 18.2.5 Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

Section 18.2.6 Except as provided in these rules, an IDX site or a Participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7 When displaying listing content, a Participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 18.3 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 instruction, property security information, etc.) may not be displayed on IDX sites.

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 18.3.3 All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 18.3.4 All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

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 18.3.6 Participants (and their affiliated licensees, if applicable) shall indicate on their web sites 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 18.3.7 Display of expired, withdrawn, and pending listings is prohibited.

Section 18.3.8 The web site owner must make changes within ten (10) days of notice from SAR as necessary to correct or cure any violation of SAR Rules and Regulations or any breach of the agreement.

Section 18.3.9 SAR will provide listing data for active properties with a Y in the "IDX Y/N" field.

Section 18.3.10 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Section 18.3.11 No member shall indicate or imply in any manner that the member is a multiple listing service or that the public has access to or may search the multiple listing service (e.g. "Search the MLS" or "Access SARMLS") on the member's website or otherwise.



Appendix C Application for Data, Broker/Vendor Confidentiality Agreement.

Spokane Association of REALTORS®

1924 North Ash Street
Spokane, WA 99205

In order to provide services for _____ (broker or agent) this application is for _____ (Vendor) to access the real property database maintained by the Spokane Association of REALTORS® (SAR) Multiple Listing Service. In exchange for allowing access, the aforementioned hereby warrants and makes the following promises:

1. All information contained in these databases is proprietary and remains property of the SAR.
2. Vendor agrees to keep in confidence and trust all proprietary information. I, nor any of this company's employees, will use or disclose any proprietary information or anything relating to it without the written consent of the SAR.
3. Every employee of _____ will execute a Confidentiality Agreement with the following language:

I understand that from time to time in the process of configuring, installing and servicing our programs on the PC's of clients, employees of this company will come into contact with copyrighted, proprietary and/or confidential information of these customers and the Multiple Listing Service of the Spokane Association of REALTORS®.

I further understand that my sole reason for coming into contact with this copyrighted and proprietary information is to allow employees to configure or install equipment, or otherwise service the Spokane Association of REALTORS® members, and that I may make no use of this information except to configure or install equipment and/or provide services for these members such as creating and maintaining a Broker's web site.

In the event that any data shared may include confidential and/or proprietary information, I will not retain, nor make any use of this information other than for the purposes enumerated above, unless specifically authorized in writing to do so.

I understand SARMLS members are required to first obtain authorization from the SARMLS before accessing the MLS database with any software programs, and I shall engage in no activities which might compromise these customers obtaining this permission before accessing the SAR Multiple Listing Service data.

4. Broker and Vendor hereby consents to and waives any and all claims against the Spokane Association of REALTORS®, now existing or hereafter arising, relating to SARMLS delivering to Broker any or all of such data.
5. Daily files include text and photos. An initial one time file containing photos of all active listings will be scheduled. Daily files will include a complete text file and new or changed photo file for the prior day. A charge may be incurred for additional requests for the full photo database.
6. A one time set up fee of \$200 must be submitted with this application. Thereafter, monthly fees will be charged based on frequency of updates. This may be charged to the broker.
7. The Rules & Regulations of the Spokane Association of Realtors® MLS are hereby incorporated as a part of this agreement
8. The Vendor shall take reasonable efforts to avoid scraping data and/or framing of the data by unauthorized web sites.
9. Indemnification: The Vendor hereby indemnifies and agrees to indemnify and hold harmless SARMLS and its officers, directors, employees, and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees

and costs, arising out of or connected with any material breach of any of the terms and conditions of the Agreement, and the creation, use or display of the modified MLS Compilation.

10. Vendor and Broker understand that the SARMLS may at any time, modify the FTP Server and/or data files and method of delivery. The SARMLS will provide written 30 day notice of changes that may require modifications to the website.
11. Web site owner shall disclose the URL (Internet Address) where data is to be displayed and provide an access ID and login if requested.
12. The web site owner must make changes within ten (10) days of written notice from SARMLS, as necessary, to correct or cure any violation of SARMLS Rules and Regulations or any breach of the agreement.
13. **This application must be approved by the Spokane Association of REALTORS® MLS Steering Committee and the Board Of Directors.**

FTP Address: _____

Access ID: _____ Password: _____

Daily Frequency: 1x 2x 3x 4x 6x 8x 12x 24x

Web address or URL where this data will be displayed:

The SARMLS must be notified of changes in this address or URL and provided access to site if requested, or when the Broker discontinues using the services of this vendor.

MLS Participant Name printed

Signature

Broker Name printed (If applicable)

Signature

Company Name: _____

Address: _____

_____ Phone: _____

Email address: _____

Vendor name: _____
(Please print)

Address: _____

City/State/Zip: _____ Phone: _____

Email address: _____

By: _____ Date: _____
(Please print)

Vendor authorized representative: _____
(Signature)

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Appendix D Dropping Broker Reciprocity

Spokane Association of REALTORS®

1924 North Ash Street
Spokane, WA 99205

- I do not wish to participate in Broker Reciprocity. Remove all my company listings from the shared IDX data files.
- I understand that if my company's listings are not shared in IDX then I cannot display other brokerage listings on my company's web site.

These listings will be removed from the IDX FTP files as soon as possible but no more than 10 working days from date this notice is received by the SAR.

Name: _____

Company: _____

Company MLS ID# _____ Date: _____

Broker Name: _____
(Please print)

Signature: _____

Date Received: _____