

**Telluride Association of REALTORS®**  
**Internet Data Exchange Vendor**  
**AGREEMENT**

This Agreement, dated \_\_\_\_\_ shall be between \_\_\_\_\_, the Internet Data Exchange (IDX) Vendor, having a principal place of business at \_\_\_\_\_ (herein referred to as The Company) and the Telluride Associations of REALTORS® (herein referred to as TAR), having a principal place of business at 300 S. Mahoney Drive #C14, Telluride, CO 81435.

**RECITALS**

- A. TAR is a Colorado corporation organized to provide real estate related information, products and services to real estate brokers and appraisers (MLS participants).
- B. The Company designs, develops, operates and/or hosts Internet web sites for real estate brokers. Hereinafter, that certain TAR participant who has retained The Company's services for design, development, operation and/or hosting of an Internet web site shall be referred to as "IDX Subscriber" and the Internet web site shall be referred to as "IDX Subscriber's Web Site".
- C. The Company desires a license to use that portion of the TAR Database that constitutes the Internet Data Exchange (IDX) Database for display in connection with IDX Subscriber's Web Site.
- D. The parties desire to enter into this Agreement for Internet Data Exchange Vendor, which will govern The Company's license and will govern the relationship between the parties.

NOW, THEREFORE, in consideration of the Recitals and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration between the parties, the receipt of which is hereby acknowledged, each of the parties signing this Agreement for Internet Data Exchange Vendor has agreed to enter into, execute and perform this Agreement for Internet Data Exchange Vendor and the various acts expressed herein and AGREES as follows:

1. **SERVICES PROVIDED**

- a. **License Grant**- Provided The Company is in full compliance with the terms of this Agreement for Internet Data Exchange Vendor, TAR hereby grants The Company a non-exclusive license to access the TAR Database and (2) a non-exclusive worldwide license to reproduce, transmit, and display the IDX Database "Licensed Data" solely in connection with IDX Subscriber's Web Site. Subject to the foregoing License, as between The Company and TAR, TAR shall retain all right, title, and interest in the Licensed Data and the TAR Database.
- b. **Unauthorized Use**

- i. The Company shall not display the Licensed Data other than in IDX Subscriber's Web Site without the prior, written consent of TAR.
  - ii. The Company shall not use the Licensed Data for any purpose other than that set forth in Subsection (a) of this Section 1 without the prior, written consent of TAR.
  - iii. Except to the extent that The Company is authorized to access the TAR Database and to use the Licensed Data pursuant to Subsection (a) of this Section 1, without the prior, written consent of TAR, The Company shall not reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner commercially exploit or allow anyone else to reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner commercially exploit any information accessed from the TAR Database in any format to anyone.
  - iv. The Company shall not use the TAR Database or Licensed Data for research, lead generation, or market analysis.
  - v. The Company shall immediately destroy or delete and not use or display in any manner any and all information it accesses from the TAR Database that it is not authorized to use.
  - vi. The Company shall immediately destroy or delete and not use or display in any manner any and all Off Market Information it accesses from the TAR Database, if applicable.
  - vii. Upon receiving notification from TAR or from a real estate broker that certain Licensed Data is no longer licensed, The Company shall destroy or delete and not use or display such data within five (5) days.  
Upon termination of this agreement for Internet Data Exchange Vendor, The Company shall immediately destroy or delete and not use or display in any manner any and all Licensed Data. Off Market Information, any other information between TAR and The Company remains in effect.
  - viii. Upon termination for any reason of the Internet Data Exchange Agreement between TAR and an IDX Subscriber (or any agreement between TAR and an IDX Subscriber that provides IDX Subscriber with access to the TAR Database, regardless of the title of such agreement), The Company shall immediately destroy or delete and not use or display in any manner any and all Licensed Data. Off Market Information, any other information it accessed from the TAR Database, IDX logos and IDX disclaimers in such IDX Subscriber's Web Site.
- c. **One-Time License Fee and Payment; Expenses.**  
In consideration for the License granted under this Agreement, any "New" or unaffiliated Vendor agrees to pay to Telluride MLS the license fee (see Fee and Payment Terms below). Vendor agrees to pay all costs of collection of all amounts owing to MLS under this Agreement, including reasonable attorneys' fees and costs. Vendor shall be responsible for its own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse Vendor for any expenses or costs incurred by Vendor in the exercise of Vendor's rights or the performance of Vendor's duties under this Agreement. Participant may pay the one time-license fee on behalf of Vendor if Participant so chooses, however is under no obligation.

i. **Fees and Payment Terms**

**PAYMENT.** In consideration of this License Agreement, the one-time license fee of \$500 is due upon execution of this agreement.

2. **AUTHORIZED PARTIES** - Products, services and/or licenses provided to The Company pursuant to this agreement for Internet Data Exchange Vendor are provided solely for the benefit of The Company and IDX Subscriber in connection with IDX Subscriber's Web Site and shall not be used by, licensed to, transferred to, sold to, sublet to, or otherwise made available to any unauthorized party without the express written consent of TAR. The Company shall not use the TAR Database or Licensed Data for any purpose other than that defined in this agreement for Internet Data Exchange Vendor. The Company may not encourage IDX Subscriber to use the TAR Database or Licensed Data for any purpose other than that defined in this agreement for Internet Data Exchange Vendor.
3. **NON-EXCLUSIVE RIGHTS** - The Company's rights to access the TAR Database and to use the Licensed Data pursuant to this agreement for Internet Data Exchange Vendor are not exclusive.
4. **ACCESS**
  - a. **Equipment** – The Company is responsible for obtaining and configuring all computers, telecommunications, software and other equipment and technology resources that may be necessary or useful for accessing the TAR Database and for the proper use of the Licensed Data.
  - b. **Access Codes** – TAR may provide The Company with one or more codes to access that portion of the TAR Database that constitutes Licensed Data.
  - c. **IDX Database RETS Access** – If The Company designs, develops, operates and/or hosts IDX Subscriber's Web Site on behalf of IDX Subscriber, until modified by TAR pursuant to Subsection (d) of this Section 4, The Company may use The following method to access that portion of the TAR Database that constitutes Licensed Data for display of Licensed Data in IDX Subscriber's Web Site: RETS Access (RETS Access), detailed under paragraph (i) of this Subsection (c). IDX Subscriber's Web Site must comply with the provisions of this agreement for Internet Data Exchange Vendor throughout the Initial Term and any Subsequent Terms.
    - i. **RETS Access** – The Company shall use the RETS Access to retrieve the Licensed Data and TAR will provide access to RETS web site containing the Licensed Data in electronic form, without formatting and without a search engine. The Company must update the Licensed Data in IDX Subscriber's web site at least once every three (3) days. The Company will be responsible for formatting the Licensed Data for providing a search engine and for complying with the display requirements set forth in Section 5 of this Addendum.
  - d. **Access Means** – TAR reserves the right to modify the method, means or times of accessing the TAR Database and/or Licensed Data or to modify the form of the TAR Database and/or Licensed Data. In the event of an anticipated significant change, as

determined in the sole discretion of TAR, TAR shall provide The Company with written notification at least thirty (30) days prior to the date on which the change is scheduled to occur.

5. **DISPAY** – The Company shall ensure that IDX Subscriber’s Web Site complies with the following provision at all times:
- a. **Disclaimers, etc.** - IDX Subscriber’s Web Site shall display the Licensed Data in a manner that is acceptable to TAR. IDX Subscriber’s Web Site shall include the IDX Logos and IDX Disclaimers as set forth on attached Exhibit “A”. IDX Subscriber’s Web Site shall contain disclaimers and copyright information in prominent locations in language substantially similar to that contained on attached Exhibit “B”.
  - b. **Licensed Data Fields for Display** – IDX Subscriber’s Web Site shall display only those fields listed on attached Exhibit “C”, which Exhibit sets forth the fields that are required and optional. Required fields must be prominently displayed within each listing in a font size equal to or greater than the font size used for the required and optional fields (Times New Roman 10). IDX Subscriber’s Web Site shall not contain any field listed in the prohibited column on attached Exhibit “C”.
  - c. **Optional Fields** – TAR reserves the right to modify Exhibit “C” display fields. TAR shall provide The Company with written notification of at least thirty (30) days prior to the date on which the change in optional fields is scheduled to occur.
  - d. **No Off Market Information** – IDX Subscriber’s Web Site shall contain no TAR Off Market Information.
  - e. **No Aggregation of Data**
    - i. IDX Subscriber’s Web Site shall not manipulate, compile, or aggregate the Licensed Data with any other data, so that the Licensed Data shall maintain its integrity. IDX Subscriber’s Web Site shall not permit or enable any entity or person to manipulate, compile, or aggregate the Licensed Data with any other data. IDX Subscriber’s Web Site shall contain no Listing data from any entity or person other than TAR unless The Company has given notice to TAR and TAR has approved in writing, pursuant to Paragraph (iii) of this Subsection (e).
    - ii. The Company shall not manipulate, compile, or aggregate the Licensed Data with any other data. The Company shall not permit any other person to manipulate, compile, or aggregate the Licensed Data with any other data.
    - iii. If The Company desires to display the Licensed Data with listing data from any entity or person other than TAR in IDX Subscriber’s Web Site, The Company shall give at least thirty (30) days’ prior written notice to TAR. TAR shall notify The Company of its approval or disapproval within thirty (30) days after actual receipt of The Company’s notice. Until TAR has approved in writing, The Company shall not permit such joint display.
  - f. **End User** – Neither The Company nor IDX subscriber’s Web Site shall enable the Licensed Data, as a compilation, to be downloaded or electronically reduced to tangible form. The Company shall not remarket, resell, rebrand, or release any

Licensed Data, in whole or in part. It is the intent of the parties that the License grants The Company the right to display the Licensed Data only for the personal use of the end user, as a buyer or seller of real estate. Consistent with this intent, The Company may permit substantially all information from one listing at a time to be downloaded or reduced to tangible form by the end user for his personal use.

- g. **No Links** – IDX Subscriber’s Web Site shall contain no Links, Gateways, or Integrated Applications, that may be displayed, viewed, heard, accessed, or otherwise encountered simultaneously with the display of the Licensed Data, without the express written consent of TAR.
- h. **No Alterations** – The Company may not alter the content of the Licensed Data in any capacity or manner.
- i. **CHANGE OF PURPOSE** - The Company shall not change the nature or purpose of IDX subscriber’s Web Site without the prior written consent of TAR.

- 6. **LAWFUL USE OF LICENSED DATA** – The Company shall use the Licensed Data lawfully.
- 7. **PROMOTION** – Any promotion or advertisement by The Company regarding the Licensed Data shall refer only to the display of the Licensed Data in IDX Subscriber’s Web Site.
- 8. **COMPANY’S CONDITIONS, LIABILITIES, AND RESPONSIBILITIES** – The Company shall be responsible for all risk of loss occurring from the malfunction of the IDX Subscribers Web Site in the case of operational failure. The Company shall have operational, technical, managerial, editorial and day-to-day control over IDX Subscriber’s Web Site. Further, The Company shall provide all necessary computers, telecommunications, software and other equipment and technology or resources to display the Licensed Data and to design, develop, implement, support, operate, host and/or maintain IDX Subscriber’s Web Site so that the same will function as an operational world wide web site on the Internet.
- 9. **TAR’S DISCLAIMERS**
  - a. IDX Subscriber’s Web Site – TAR shall not be responsible for any operational, technical, managerial, day-to-day control or other matters concerning the operation of IDX Subscriber’s Web Site. TAR shall not be held liable for any damages resulting from IDX Subscriber’s Web Site.
  - b. Editorial Control – TAR shall not be responsible for reviewing, editing, or exercising any form of editorial control over the content of the TAR Database, the Licensed Data or IDX Subscriber’s Web Site. Nonetheless, TAR may perform periodic audits of IDX Subscriber’s Web Site for compliance with this agreement for Internet Data Exchange Vendor.
- 10. **MATERIAL BREACH** – failure to comply with the terms of Sections 1 and 5 shall be deemed to constitute a material breach of this Agreement for Internet Data Exchange Vendor, shall result in immediate termination of the License and this Agreement for Internet Data Exchange Vendor.

11. **SIGNATURES** - The parties, by the signatures of the officers below, warrant that they have authority to enter into this Agreement. Consent to this Agreement is evidenced by the signatures of the parties which may be executed in counterparts, each of which shall be deemed an original, and all counterparts and originals shall constitute one Agreement. Facsimile signatures shall be effective as originals.

I CERTIFY that the following information furnished by me is true and correct and that I agree to the terms and conditions of this Agreement for Internet Data Exchange Vendor.

COMPANY (please print)\_\_\_\_\_

BY (signature)\_\_\_\_\_ Date:\_\_\_\_\_

Title:\_\_\_\_\_  
(Must be signed by a duly authorized corporate officer, partner, or proprietor)

Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Office Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address:\_\_\_\_\_

Web Site Address:\_\_\_\_\_

The Telluride Association of REALTORS®  
300 S. Mahoney Drive #C14, Telluride, CO 81435  
970-728-5172, fax 970-728-5270  
email: [admin@telluriderealtors.net](mailto:admin@telluriderealtors.net)

By:\_\_\_\_\_ Date \_\_\_\_\_  
Robyn Pale, Executive Vice President

## EXHIBIT "A"

### IDX Logo and IDX Disclaimer

Attached to and made a part of that certain AGREEMENT FOR INTERNET DATA EXCHANGE VENDOR, dated on or about \_\_\_\_\_ between the Telluride Assoc. of REALTORS® (TAR) and \_\_\_\_\_ (The Company).

**IDX Logo** – IDX Subscriber’s Web Site shall include the following IDX Logo with each Listing that is not listed by IDX Subscriber, regardless of method of display. For example, if IDX Subscriber’s Web Site includes a single Listing per screen, the IDX Logo must be displayed with the Listing on the screen, or if IDX Subscriber’s Web Site includes multiple Listing per page, the IDX Logo must be displayed with each Listing on the page



(Logo available in electronic format from the TAR office).

**IDX Disclaimer** – IDX Subscriber’s Web Site shall include the following IDX Disclaimer and IDX Logo on every page or screen of IDX Subscriber’s Web Site in which Licensed Data is displayed (recommended to be displayed at the bottom of the web page as a footnote), in a font no smaller than 8 points. Compliance with this rule is achieved if a link is present at the bottom of every webpage that will take website visitors to a page containing the following disclaimer (i.e., a “Legal Notice” link).



The data relating to real estate on this web site comes from REALTORS who submit listing information to the Internet Data Exchange (IDX) Program of the Telluride Association of REALTORS, Inc. The inclusion of IDX Program data on this web site does not constitute an endorsement, acceptance, or approval by the Telluride Association of REALTORS of this web site, or the content of this web site. The data on this web site may not be reliable or accurate and is not guaranteed by the Telluride Association of REALTORS, Inc.

The IDX data on this web site is provided exclusively for the web site user’s personal, non-commercial use and may not be used for any purpose other than to identify prospective properties that the user may be interested in purchasing.

# EXHIBIT "B"

## Disclaimers and Copyright Language

### Disclaimers and Copyright Language

The following disclaimers and language MUST appear on every page of the website.

The data was last updated on \_\_\_\_\_ (date and time)

**Copyright Disclaimer** – The following copyright must appear in full on every page or screen of IDX Subscriber’s web site on which TAR data is displayed:

©Copyright 2018 by Telluride Association of REALTORS, Inc.  
ALL RIGHTS RESERVED WORLDWIDE.

No part of this publication may be reproduced, adapted, translated, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written consent of the Telluride Association of REALTORS, Inc.

**Fair Housing Disclaimer and Logo** – The following fair housing logo must appear on every page or screen of IDX Subscriber’s web site on which TAR data is displayed:



Logo available in electronic format from the TAR office.



## Licensed Data Fields for IDX Display

### Residential Single Family Property Class – Active, Under Contract and Sold Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Property Type	Zip	Appx SqFt
Type	Land SqFt	List Agent Contacts -Cell Phone
Area	Caretakers Unit	List Agent Contacts -E-Mail
Asking Price	Zoning	Realtor.Com
Address	Garage SqFt	Listing Date
City/Town	Deck SqFt	Expiration Date
Status	Phone Lines	Original Price
Bedrooms	Primary Heat	List Agent 2 Contact -Direct Phone
Lofts	Other Dues	List Agent 2 Contact -Cell Phone
Full Baths	Paid Per	List Agent 2 Contact -E-Mail
Half Baths	Special ASM	List Agreement
Deed Restrict	Public Remarks	Variable/Commission
Garage	Features, et al	Commission -TBC
Number of Acres	Pictures	Commission -BBC
Subdivision	View 1, View 2	Bonus
Legal	HOA Fee Includes	Owner
SqFt Finished Est	HOA Amenities	Showing Instructions
Source SqFt	Appliances	Occupant
Year Built	Extras	Terms
Year Remodeled	REO, Short Sale	Min Earn\$
Disclosures	Green Features	Possession
Listing Member	List Price Per/SqFt	CDOM
Listing Office 1	SqFt Unfin Est	ADOM
Listing Agent 2 (if applicable)	County	Addendum
Listing Office 2 (if applicable)	Address 2	How Sold
Taxes	Major Area	Selling Office
Tax Year	Irrigation	Selling Member/Agent
Hoa Dues	Proposed Closed Date	Sold Price/Acre
Payment Per	Under Contract Date	Sold Price
RETT	UC Status	
	Lockbox	
	Historical Qualification	
	Age	
	List Agent Direct Phone	
	Directions	
	Special Location	
	Lot #	
	Tax ID	
	Sold Non MLS, Sold Date	



## Licensed Data Fields for IDX Display

### Commercial Property Class – Active, Under Contract and Sold Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Property Type	Zip	Imp/Size
Type	# of Tenants	APPX/AGE
Area	Number of Acres	List Agent 1 Contact -Cell Phone
Asking Price	SqFt Unfin Est	List Agent 1 Contact -E-Mail
Address	Phone Lines	Listing Date
City/Town	Primary Heat	Expiration Date
Status	Spec Asm	Original Price
Parking	Terms	List Agent 2 Contact -Direct Phone
Full Baths	MinEarn\$	List Agent 2 Contact -Cell Phone
Half Baths	Possession	List Agent 2 Contact -E-Mail
Unit #	Gross Income	List Agreement
Total Number of Units	Operating Income	Variable/Commission
Subdivision	P/P/Inve 1	Commission -TBC
Zoning	P/P/Inve 2	Commission -BBC
Legal	Public Remarks	Bonus
SqFt Finished Est	Features, et al	Owner
Source SqFt	Pictures	Showing Instructions
Disclosures	Lease Info 1	Leased
View 1	Lease Info 2	CDOM
View 2	Density	ADOM
Year Built	Directions	Addendum
Year Remodeled	HOA Amenities	Sold Price
Listing Member	REO	How Sold
Listing Office 1	Short Sale	Selling Office
Listing Agent 2 (if applicable)	List Price Per/SqFt	Selling Member/Agent
Listing Office 2 (if applicable)	County	
Taxes	Address 2	
Tax Year	Major Area	
HOA Dues	Proposed Closed Date	
Payment Per	Under Contract Date, UC Status	
RETT	Lot#, Special Location, Tax ID	
	Sold Non MLS, Sold Date	
	Historical Qualification, Lockbox	
	List Agent Direct Phone	

## Licensed Data Fields for IDX Display

### Condo Property Class – Active, Under Contract and Sold Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Property Type	Zip	Approx SqFt
Type	Total Number of Units	List Agent Contact -Cell Phone
Area	Phone Lines	List Agent Contact -E-Mail
Asking Price	TV Service	Realtor Com
Address	Primary Heat	Listing Date
City/Town	Public Remarks	Expiration Date
Status	Features, et al	Original Price
Bedrooms	Pictures	List Agent 2 Contact -Direct Phone
Lofts	HOA Amenities	List Agent 2 Contact -Cell Phone
Full Baths	REO	List Agent 2 Contact -E-Mail
Half Baths	Short Sale	List Agreement
Garage	Appliances	Variable/Commission
Deed Restrict	Green Features	Comm% -TBC
Unit #	List Price Per/SqFt	Comm% -BBC
Complex	SqFt Unfin Est	Bonus
Zoning	County	Owner
Legal	Address 2	Showing Instructions
Est Finished Sq Ft	Major Area	Occupant
Source SqFt	Proposed Closed Date	Terms
Year Built	Under Contract Date	MinEarn\$
Year Remodeled	UC Status	Possession
Disclosures	Lockbox	CDOM
View 1	Historical Qualification	ADOM
View 2	Age	Addendum
Listing Member	List Agent Direct Phone	How Sold
Listing Office 1	Directions	Selling Office
Listing Agent 2 (if applicable)	Special Location	Selling Member/Agent
Listing Office 2 (if applicable)	Lot Info-Lot#	Sold Price
Taxes	Tax Id	
Tax Year	Condo Plat	
HOA Dues	Garage SqFt	
Payment Per	Decks SqFt	
RETT	Other Dues	
	Paid Per	
	Spec Asm	
	Sold Non MLS	
	Sold Date	

## Licensed Data Fields for IDX Display

### Fractional Property Class – Active, Under Contract and Sold Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Property Type	Zip	Approx SqFt
Type	Total Number of Units	List Agent Contact -Cell Phone
Area	Zoning	List Agent Contact -E-Mail
Asking Price	Phone Lines	Realtor Com
Address	TV Service	Listing Date
City/Town	Primary Heat	Expiration Date
Status	Other Dues	Original Price
Bedrooms	Paid Per	List Agent 2 Contact -Direct Phone
Lofts	Spec ASM	List Agent 2 Contact -Cell Phone
Full Baths	Public Remarks	List Agent 2 Contact -E-Mail
Half Baths	Features, et al	List Agreement
Frac Size	Pictures	Variable/Commission
Garage	Tax Id	Comm% -TBC
Unit #	Rotation #	Comm% -BBC
Complex	Rotation System	Bonus
Legal	HOA Amenities	Owner
Deed Restrict	REO	Showing Instructions
Est Finished SqFt	Short Sale	Occupant
Source SqFt	List Price Per/SqFt	Terms
Year Built	SqFt Unfin Est	MinEarn\$
Year Remodeled	County	Possession
Disclosures	Address 2	CDOM
View 1	Major Area	ADOM
View 2	Proposed Closed Date	Addendum
# of Weeks/Year	Under Contract Date	How Sold
Listing Member	UC Status	Selling Office
Listing Office 1	Lockbox	Selling Member/Agent
Listing Agent 2 (if applicable)	Age	Sold Price
Listing Office 2 (if applicable)	List Agent Direct Phone	
Taxes	Directions	
Tax Year	Special Location	
HOA Dues	Lot#	
Payment Per	Garage SqFt	
RETT	Decks SqFt	
	Sold Non MLS	
	Sold Date	