

Telluride Association of REALTORS®

Internet Data Exchange Agreement

This Internet Data Exchange Agreement is entered into on this _____ day of _____, 20__, by and between Telluride Association of REALTORS®, Inc. (TAR) a Colorado corporation having a principal place of business at 300 S. Mahoney Drive #C14, Telluride, CO, 81435, and the undersigned (IDX SUBSCRIBER).

RECITALS

- A. TAR is a Colorado corporation organized to provide products and services related to the MLS and other real estate information.
- B. The Multiple Listing Service "MLS" is that service as it is defined in the MLS Rules and Regulations adopted by TAR for the operation of the MLS. Hereafter, "MLS Rules and Regulations" shall refer to those MLS Rules and Regulations as they may be amended from time to time and any other rules and regulations adopted by TAR in substitution of the MLS Rules and Regulations.
- C. IDX Subscriber is:
 - 1. A Designated Broker or Broker-Associate and MLS subscriber who uses the MLS and other TAR products and services pursuant to TAR's bylaws.

IDX SUBSCRIBER desires to use the Internet Data Exchange "IDX" Database, as defined below.

- D. The parties desire to enter into this IDX Agreement, which, in addition to the MLS Rules and Regulations, will govern the use of the IDX Database by IDX SUBSCRIBER 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 AGREES as follows:

- 1. **AUTHORIZED PURPOSE/PARTIES** – Use by IDX Subscriber of the IDX Database pursuant to this agreement is provided solely for the benefit of IDX Subscriber to display property listings on IDX Subscriber's Internet website(s) (hereinafter referred to as "IDX Subscriber's Web Site" regardless of whether IDX Subscriber operates the web site). The IDX Subscriber shall not use the IDX Database for any purpose other than that defined in this IDX Agreement. The IDX Database shall not be used by,

licensed to, transferred to, sold to, sublet to, or otherwise made available to any unauthorized party. At all times during the term of this agreement, IDX Subscriber shall comply with this agreement and the MLS Rules and Regulations in the use of the IDX Database.

2. **TERM OF AGREEMENT** – This agreement shall become effective on the date signed. This agreement shall be in full force and effect for three months and shall automatically renew for equivalent successive three-month terms. This agreement may be terminated pursuant to section 18 below.
3. **IDX DATABASE** – TAR shall make available through its MLS vendor (Financial Business Systems, Inc-FLEX MLS) a unique database for the purpose of IDX (the “IDX Database”). This IDX Database shall include all active, under contract and sold status listings submitted to TAR’s MLS by a Participant, except for any individual listings specifically excluded as indicated below in paragraphs 3(a) and 3(b). TAR, via FNIS shall update the IDX Database every business day by seven o’clock (07:00) am.
 - a. **PARTICIPANT** – A Participant is any TAR REALTOR® who does not opt out of and withdraw from the IDX Database program. A Participant may exclude any individual listing from the IDX Database by obtaining a written request from their seller to exclude the listing and present a copy of such to TAR upon request. Participants need not have a web site nor utilize the IDX database.
 - b. **NON- PARTICIPANT** – a Non-Participant is a TAR REALTOR® who opts out of and withdraws from the IDX Database program by completing the IDX Opt-Out Form and submitting such form to TAR. The IDX Database will not include listings submitted by Non-Participants. Non-Participant may not access the IDX Database or display its contents.
4. **ACCESS/DISPLAY OPTIONS** – TAR shall provide RETS Access detailed below in this paragraph.

Regardless of the method of accessing the IDX Database, IDX Subscriber’s web site must comply with the provisions of this agreement and the MLS Rules and Regulations throughout the term of this agreement.

- a. **RETS ACCESS** – To use the RETS Feed to access the IDX Database, TAR will provide access containing the IDX Database in electronic form, without formatting and without a search engine. TAR will update this feed every business day with the IDX Database listings. IDX Subscriber must update his own web site at least once every three (3) days. IDX Subscriber will be responsible for formatting the data from the IDX Database, for providing a search engine, and for including fair housing disclaimers and logos, copyright disclaimers, IDX logos and IDX disclaimers. The RETS Access will allow IDX Subscriber to display the IDX Database fields as IDX Subscriber desires; provided, however, that mandatory database fields must appear with each

listing. The attached list entitled “**Licensed Data Fields for IDX Display**” indicates which fields are required, optional, and not permitted to be displayed on IDX Subscriber’s Web Site.

- i. **Listing Agent and Brokerage** – All listings displayed via IDX, whether obtained via the IDX Database or any other means pursuant to the Telluride IDX program, must **clearly** display the listing agent(s) and listing brokerage(s) in a font no smaller than the font used in the property description.
- b. For RETS ACCESS, IDX Subscriber will be responsible for formatting the data from the IDX Database, including fair housing disclaimers and logos, copyright disclaimers, IDX logos, and IDX disclaimers.
 - i. **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 upon request.

- ii. **Copyright Disclaimer** – The following copyright must appear 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.

- iii. **IDX Logo** – The following IDX Logo must appear with each listing that is not owned by IDX Subscriber, regardless of method of display, either single listing per screen (logo must be displayed with the listing) or multiple listings per page (logo must be displayed with each listing on the page):



Logo available in electronic format from the TAR office upon request.

- iv. **IDX Disclaimer** – The following IDX Disclaimer and IDX Logo must appear on every page or screen of IDX Subscriber’s web site on which TAR 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.



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.

5. **REGISTRATION** – IDX Subscriber shall provide TAR with the following information (Registration Information) prior to obtaining access to the IDX Database: IDX Subscriber’s office name, email address, phone number, and signature; the web site administrator’s name, email address, home number and fax number and the domain name where the data will reside. IDX Subscriber shall notify TAR of any changes to the Registration Information immediately. IDX Subscriber MUST also submit a design layout of their IDX website before implementation, for review by TAR to ensure that all requirements are met. TAR will have 10 days to review the IDX website design layout before it goes live on the site.
6. **EQUIPMENT** – IDX Subscriber is responsible for obtaining and configuring all personal computers, modems, telecommunications connections, and computer hardware and software that may be necessary or useful for accessing the IDX Database and maintaining a web site and for the proper use thereof.
7. **COMPLIANCE** – IDX Subscriber shall be responsible for his web site’s compliance with this agreement and the MLS Rules and Regulations regardless of any other party’s involvement in the management, administration, and operation of IDX Subscriber’s web site.
8. **ENFORCEMENT** – TAR may perform periodic audits of IDX Subscriber’s web site. TAR and participants may report violations or misuse of the IDX Database to TAR for investigation. If the investigation results in a finding of a violation, the matter will be brought to the attention of TAR’s MLS Committee.

9. **SANCTIONS** – The ability to display other participants’ listings on the Internet carries a heavy responsibility to protect the interests of every participant. Sanctions for misuse of the IDX Database must be swift and meaningful. Therefore, regardless of the nature of the violation, the MLS Rules and Regulations Committee will impose the following sanctions:
- a. Any violation of this IDX agreement is defined as a single offense regardless of the number of listings affected. For example, if a required field is not displayed, a single offense has occurred, regardless of the number of listings affected. If a required disclaimer is not displayed, a separate single offense has occurred, regardless of the number of listings affected. The time period for offenses will be over a 12-month period.
 - b. A first offense will result in a written notification to IDX Subscriber by certified mail, fax and email, of a fine of Fifty Dollars (\$50) and a demand that the violation be corrected within five (5) business days from the date the written notification was sent, and demand that the violation be corrected within five (5) business days from the date the written warning of the first offense was sent. Failure to comply constitutes a second offense.
 - c. A second offense, within a 12-month period, defined as a repeat of a first offense or failure to remedy a first offense, will result in written notification to IDX Subscriber by certified mail, fax and email, of a fine of Five Hundred Dollars (\$500) and a demand that the violation be corrected within five (5) business days from the date the written notification of the second offense was sent. Failure to comply constitutes a third offense.
 - d. A third offense, within a 12-month period, defined as a repeat of a second offense or failure to remedy a second offense, will result in written notification to IDX Subscriber by certified mail, fax and email of a fine of One Thousand Dollars (\$1,000) and a demand to cease displaying on the Internet listings obtained from TAR. Additionally, RETS access will be disabled, and IDX Subscriber will be treated as a Non-Participant, whose listings will not be included in the IDX Database.
 - e. No more than a total of four (4) offenses (a combination of first and second offenses) may occur within a twelve (12) – month period. Upon notification to IDX Subscriber by certified mail, fax and email of the fourth violation of the IDX Agreement, access to the IDX Database will be terminated, RETS access will be disabled, and IDX Subscriber will be treated as a Non-Participant whose listings will not be included in the IDX Database.
 - f. Written appeal for reinstatement as a Participant and to access the IDX Database may be made at any time and will be considered by the TAR Board of Directors at their next regularly scheduled meeting. However, under no circumstances will the IDX Subscriber be reinstated as a Participant or to access the IDX Database until a waiting period of one hundred twenty (120) days has passed from the IDX Database termination date. After the waiting period, reinstatement shall be in the sole discretion of the TAR Board of Directors.

- g.** IDX Subscriber agrees that the fines and penalties set forth herein are reasonable.
 - h.** No violations, penalties, sanctions or fines will be assessed to IDX Subscriber for errors in data or display made by TAR.
10. **OWNERSHIP OF PRODUCT AND CONFIDENTIALITY** – IDX Subscriber hereby agrees that all knowledge and information regarding the IDX Database and any other information provided to IDX Subscriber in connection with this agreement, belongs to TAR and is confidential and proprietary in nature. IDX Subscriber warrants that he will not challenge, interfere with, or violate TAR’s copyright in the IDX Database. The terms of this agreement are confidential. This agreement and the MLS Rules and Regulations govern the extent to which IDX Subscriber may use the information. IDX Subscriber agrees to hold any trade secrets, source codes and technical expertise obtained from TAR confidential and not disclose such information to any unauthorized party. This obligation to maintain the confidentiality of the information shall survive the termination of this agreement.
11. **COVENANT NOT TO COMPETE** – IDX Subscriber may not, either directly or indirectly, use their access to TAR’s information to become engaged as a director, officer, majority shareholder/owner, employee, or agent in any business or activity which is directly or indirectly in competition with any products or services sold or developed by TAR. IDX Subscriber shall at all times during the course of this agreement act in good faith.
12. **RISK OF LOSS/LIMITATIONS OF LIABILITY** – IDX Subscriber shall be responsible for all risk of loss associated with IDX Subscriber’s web site. TAR shall not be held liable for any damages resulting from IDX Subscriber’s use of the IDX Database or IDX Subscriber’s web site.
13. **NO WARRANTIES** – TAR makes no expressed or implied warranties hereunder including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. TAR’s IDX site are provided on an “as is”, “as available” basis. Use of the site is at the sole risk of the IDX Subscriber. TAR, its licensors, and third-party information suppliers do not warrant that TAR’s IDX site will be uninterrupted or error-free.
14. **CONTENT OF IDX DATABASE** – TAR, its licensors and third-party information suppliers do not warrant or guarantee the accuracy, adequacy, completeness, currency, reliability, or content of the IDX Database.
15. **NO FAIR HOUSING WARRANTY** – TAR, its licensors and its third-party information suppliers do not warrant or guarantee that the content of the IDX Database complies with all fair housing laws and regulations. TAR shall not be responsible for reviewing the content of the IDX Database for compliance with fair housing laws and regulations.

16. **FORCE MAJEURE** - Neither party shall be responsible for any failure or delay in performance under this agreement if such failure or delay results from circumstances in any way beyond its control including but not limited to, government regulations, fire, natural disaster, or act of God.
17. **MAINTENANCE** - Neither party shall be responsible for or issue credits or refunds for any failure or delay in performance that results from the required procedures of system preventative maintenance, operations or repair.
18. **TERMINATION** - This Agreement shall terminate immediately upon termination of Subscribers participation in TAR's MLS. In the event IDX Subscriber opts out of the IDX Database program or otherwise becomes a Non-Participant, this agreement shall terminate simultaneously. Upon termination of this agreement for any reason, IDX Subscriber shall immediately discontinue displaying any of the IDX Database on IDX Subscriber's web site.
19. **OTHER DOCUMENTATION** - The parties to this agreement agree to execute and deliver any documents or legal instruments necessary or desirable to carry out the provisions of this agreement.
20. **ASSIGNABILITY** - The provisions of this agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns. Neither party may assign this agreement without prior written consent of the other.
21. **ARBITRATION** - The parties shall arbitrate any and all disputes arising out of this agreement or out of the use of the IDX Database. Such arbitration shall occur in San Miguel County, Colorado, and shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time the dispute arose. The arbitration award shall be final and binding. Either party may enter the award in any court having jurisdiction and may make application to the court for enforcement.
22. **NOTICES** - All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.
23. **AMENDMENT** - This agreement may be altered, amended, terminated or modified only by a written agreement executed by all of the parties to this agreement.
24. **COMPLETE AGREEMENT** - The terms of this agreement, together with any exhibits and schedules attached hereto or referenced herein, constitute the final, complete and exclusive understandings, inducements and conditions, expressed or implied, oral or written.

25. **NON-WAIVER** – No delay or failure by either party to exercise any right under this agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided in this agreement.
26. **SEVERABILITY OF TERMS** – The terms of this agreement are independent of and severable from each other and neither this agreement nor any provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other of the provisions may be invalid or unenforceable, in whole or in part, for any reason. Paragraph and section headings are for convenience only.
27. **LAW** – This agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Colorado.
28. **CONSTRUCTION** – Nothing in this agreement shall be considered to constitute or create a partnership, association or joint venture between TAR and IDX Subscriber.
29. **GENDER** – The singular includes the plural. The masculine includes the feminine and the neuter.

30. **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 on agreement. Facsimile signatures shall be effective as originals.

Executed this _____ day of _____, 20__.

IDX Subscriber (please print): _____

Managing Broker: _____ Date: _____

Subscriber's Signature: _____ Date: _____

Office Name: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Telephone: (____) _____

Fax: (____) _____

Email Address: _____

X: I _____ **(Opt-In)(Opt-Out)** for Sold listings to appear on my IDX Site
(Name of Participant and Date) (Circle One)

Vendor Acknowledges Participant's choice by signature and date: _____
(Vendor Signature)

IDX Subscriber MUST register all website addresses where IDX will be displayed. Displaying IDX on a website that is not registered with TAR will result in a violation and subject to the sanctions described above.

Web Site address: _____

Web Site Administrator: _____

IDX Vendor: _____

IDX Vendor Signature: _____

Telephone: (____) _____ Fax: (____) _____

Email Address: _____

Acknowledged as received and granting access:

Telluride Association of REALTORS® by:

Robyn Pale, Executive Vice President Date

Attach additional pages as necessary to list all Web Site Addresses and Administrators

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	