

MLSCO – IDX Policy

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REVISED: August 2014

I. Definitions – in alphabetical order

Broker: A real estate licensee associated with an active Designated Participant (Managing Principal Broker) member of MLSCO.

Brokerage Limited Data Collection: A data collection of listings that were listed by the requesting Designated Participant or a Broker licensee in the DP's office. This DP can be an Excluded Member or a User. Authorization for transmission of this data collection will be defined in writing on the Broker Limited Data Collection Agreement, Appendix E herein.

Designated Participant (DP): A Designated Participant Member of MLS of Central Oregon (Managing Principal Broker).

Excluded Member: A DP who has executed a written IDX Opt-Out Agreement, Appendix D herein. If an Excluded Member wishes to rescind a previous DP IDX Opt-Out Agreement in order to become a User, the rescission must be submitted to MLSCO in writing.

IDX Data Collection: A collection of listings derived from the aggregation of all DP's who are not Excluded Members. By permitting the display of their listings on other Users' sites, Users are given the reciprocal use of all IDX listing data belonging to other DP's who have not become Excluded Members.

Internet Data Exchange (IDX): The electronic process by which listing data is collected from all DP's who have not submitted the IDX Opt-Out Agreement, Appendix D herein, and provided to all Users with MLSCO IDX License Agreements on file for receipt and display of such data.

MLSCO: Multiple Listing Service of Central Oregon, a wholly-owned service available through membership in the Central Oregon Association of REALTORS®.

Service Provider: A third party providing website or data aggregation services to Users with authorization via the execution of a three-way MLSCO IDX License Agreement, Appendix F herein.

Uniform Resource Locator (URL): URL is the generic term for all types of names and addresses that refer to objects on the World Wide Web/Internet. Use of the terms "website," "site," and "domain" used in this Policy is synonymous with the URL.

User: A DP or the Broker licensee of a DP who has executed an MLSCO IDX License Agreement. A Broker can only be a User if their DP is not an Excluded Member.

II. Data Usage and Display

Listing content obtained via IDX may be displayed on the Internet or transmitted electronically only as specifically authorized by this Policy. All other Internet display, electronic transmission or use of such content is hereby expressly prohibited, and will constitute a violation of this MLSCO IDX License Agreement, and, therefore, of the MLSCO Statement of Policy/Rules and Regulations.

Listings: Upon authorization, MLSCO will provide the User a data collection containing all listings of non-Excluded Members.

IDX Data Usage: Use of the IDX data is available to all DP's and their Broker licensees who are authorized Users and who consent to the display of their listings by other Users. In addition to executing an MLSCO IDX License Agreement, Users must notify MLSCO of their intention to establish an IDX site and must make their site directly accessible to MLSCO for verification of compliance with applicable rules and policies.

IDX data may not be used for any purpose other than the display of real estate listings for sale or derivative metrics on User websites. This does not require Users to prevent indexing of IDX listings by recognized search engines whose listing data is obtained through a direct and separate agreement with MLSCO.

IDX Data Display: Listings displayed pursuant to IDX shall contain only those fields, or portion thereof, of data designated by this Policy in Appendix A. Display of all other fields is strictly prohibited. Confidential fields intended only for other MLSCO DP and Broker Users and for Service Providers (e.g., cooperative compensation offers, showing instructions, listing entry security codes, etc.) are not to be displayed on IDX sites.

1. Permissible Fields - IDX listing data search and display is restricted to the data fields defined in Appendix A herein.
2. Current Data - All IDX listing data displays must be refreshed to include data and status changes no less often than one time within each seventy-two (72) hours. See IV.5.b. for an example of Update Frequency terminology(unless a smart frame).
3. Alteration of Data - Users shall not in any way modify listing data relating to the properties listed by other DPs. IDX data may be enhanced with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified on the site.
4. Listing Brokerage Identification - All displayed IDX listings must clearly identify the listing Brokerage in a reasonably prominent location and in a readily visible manner.
5. Reciprocity Logo - The Reciprocity Logo must be placed directly adjacent to the property listing information for any IDX listing provided through the MLSCO IDX Data Collection by another Brokerage. Smart Frames from Rapattoni will automatically display the IDX logo.



6. Source - All listings derived from the IDX Data Collection shall show MLSCO as the source of the information. See IV.6.a. for an example of appropriate language.
7. Individual Broker Sites - Brokers affiliated with a DP who is not an Excluded Member may display information available through IDX on their own websites (i.e. Smart Frame) subject to their DP's consent and control, and the requirements of state law and/or regulation, pursuant to the restrictions included in this Policy.
 - (a) Brokers electing to display IDX data on their own unique website/s are subject to their DP's discretion. An executed MLSCO IDX License Agreement on behalf of the Broker User must be completed, authorized, and on file with MLSCO.
 - i. The Broker User is required to be affiliated with a non-Excluded Member in order to display IDX listings on the Broker User website. Should this Broker/DP relationship terminate, the right to use IDX data authorized by the former DP terminates immediately.
 - ii. The Broker User will have the same elective options for receiving the IDX Data as all other Users, and must obtain the IDX Data Collection directly from one of the sources defined in Appendix B in this Policy rather than from another User. Broker Users are subject to the same fee schedule as all other Users.
 - (b) Broker Users may display data derived directly from their DP User's IDX Data Collection. If the Broker User display follows the provisions set forth in II.12.b. herein, they are excluded from additional recurring Monthly IDX Data fees.
8. Public Use Disclaimer - Users must include a disclaimer on their website 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 the data is deemed reliable but is not guaranteed accurate by MLSCO. MLSCO may, at its discretion, require use of other disclaimers as necessary to protect Users and/or MLSCO from liability. See IV.5.c.&d. for examples of appropriate disclaimer language.
9. Listing Status - Display of listings other than those currently in Active or Contingent status is strictly prohibited. Contingent listings may be displayed as "Contingent", or, consistent with MLSCO Policy, as "Contingent Bumpable" and "Contingent ShortSale".
10. Restricted Addresses - Listings or property addresses of sellers who have provided written direction to their listing Broker to withhold their listing and/or property address from display on the Internet shall not be accessible via any IDX site.
11. Displayed Data - Users may determine the display of IDX listings based on objective criteria which might include (but is not limited to) fields such as geographic location, list price, property

type, level of service and cooperative compensation offered by listing brokers. The selection of listings displayed on any User site must be in accord with State and Federal law, and MLSCO Statement of Policy/Rules and Regulations.

12. Data Usage - Except as provided in this Policy, a User or Service Provider operating an IDX site may not distribute, provide, or make any portion of the IDX data available to any other person, entity nor franchise, for any use whatsoever.
- (a) IDX data may be provided to a specific third party in a manner not outlined in this Policy only under written agreement between the Service Provider and MLSCO Management to benefit all or the majority of MLSCO members, at MLSCO discretion.
- (b) A DP User may provide IDX data to their Broker/s for use in related and/or derivative microsites, for the fee defined in Appendix B, under the following conditions:
- i. The individual Broker receiving the IDX data must be a User and have executed an MLSCO IDX License Agreement with the DP User and MLSCO.
 - ii. The IDX Data Collection must be displayed unilaterally amongst all derivative Broker Users' websites or microsites and conform to the data display format of the parent DP User site. Each Broker website address (URL) must contain the parent URL name for identification and compliance verification unless the DP User has submitted to MLSCO a current list of websites not containing the parent URL name.
 - iii. The DP User is responsible for maintaining a current record of executed MLSCO IDX License Agreements of its Broker Users and will furnish current records to MLSCO in a consolidated form upon request.
 - iv. The MLSCO IDX License Agreement between the DP User, the Broker User and MLSCO must identify the domain of the site (URL) using the IDX Data Collection provided to them by the DP User.
- (c) A User may provide IDX data for use on other domains owned by the same User for the fee defined in Appendix B herein, under the following conditions:
- i. The IDX data can only be used for additional DP User websites with the same/originally authorized Service Provider. The use of the same IDX Data Collection for another Service Provider will incur a separate MLSCO IDX Data Collection one-time cost and recurring monthly fee as defined in Appendix B.
 - ii. The User will be charged a one-time fee for each and every subsequent unique domain in which the same original IDX Data Collection is used, as defined in Appendix B.

III. Brokerage Limited Data Collection



A User may request a data file of the User's own listings, segregated from the IDX Data Collection, to be displayed on a URL of their choosing and/or for internal use. See Appendix E for the Brokerage Limited Data Collection Agreement.

MLSCO will provide such a data collection only after the User has executed a Brokerage Limited Data Collection Agreement in which the User and their Service Provider agree as follows:

1. A Brokerage Limited Data Collection, whether for a DP or Broker User, may include any or all data fields available in User's listings for Internet display. Listings originally listed by the DP's office but now in Sold status will not be included, since the original listing authorization was given by a different entity than the current owner.
2. Up to 25 images per listing may be included in the data collection in .jpg format.
3. User may allow the Brokerage Limited Data Collection to be electronically or manually forwarded to additional websites.
4. A "Source of Data" statement must appear in the footer on every page where listing content derived from MLSCO appears. See Section IV.5. for Source of Data Language example.
5. The primary URL for display of Brokerage Limited Data Collection must be included on the MLSCO IDX License Agreement.
6. Any changes to or additional URL's that are authorized by User to display a Brokerage Limited Data Collection must be provided to MLSCO within five (5) business days of such change.

IV. Service Provider Policies

1. No Service Provider may maintain on their server a subset of IDX data without a current, fully executed MLSCO IDX License Agreement on file for each User they serve.
2. Quarterly Report - Service Providers accessing IDX data files must file a quarterly report with MLSCO identifying all added or removed MLSCO Users for whom Service Provider is providing IDX content, the URL/s of the website/s on which Service Provider is posting IDX data, and other audit information as MLSCO may request from time to time. The Service Provider must file the quarterly report during the first week of each calendar quarter to MLSCO via e-mail (info@coar.com) or regular mail at 2112 NE 4th Street, Bend, OR 97701, attention: IDX Administrator.
3. Corrections - The Service Provider must make changes within three (3) business days of notice from MLSCO as necessary to correct or cure any breach of this Policy, the MLSCO IDX License Agreement, and by extension the MLSCO Policy/Rules and Regulations.
4. The Service Provider shall take reasonable efforts to prevent unauthorized scraping and/or framing of the content.
5. Disclaimer Language Samples - The following language examples are provided for use on User websites for which MLSCO is the source of listing content. User language must match these examples, if not exactly, then in intent.
 - a. Source of Data – “The content relating to real estate for sale on this website comes in part from the MLS of Central Oregon. Real estate listings held by Brokerages other than < User real estate brokerage name > are marked with the Reciprocity/IDX logo, and detailed information about these properties includes the name of the listing Brokerage. © MLS of Central Oregon (MLSCO).”


 - b. Update Frequency – “This content last updated on <date/time>. Some properties which appear for sale on this website may subsequently have sold or may no longer be available.”
 - c. Disclaimer Language – “All information provided is deemed reliable but is not guaranteed and should be independently verified.”
 - d. Public Usage Language – “All content displayed on this website is restricted to personal, non-commercial use, and only for ascertaining information regarding real property for sale. The consumer will not copy, retransmit nor redistribute any of the content from this website. The consumer is reminded that all listing content provided by automatic transmission by MLSCO is © Multiple Listing Service of Central Oregon (MLSCO).”
6. Commingling Data- The commingling of data derived from multiple MLSs via RETS feeds is permitted provided that the following conditions are met and understood: the source of data

disclaimer language, see Paragraph 5(a) of this section, is displayed on any page where listing data derived from MLSCO is shown; in circumstances where listing data is derived from two or more MLSs and this data is displayed on the same page, you must, directly adjacent to each listing, display the name of MLS the data is derived from, Sample Language: "*Listing Information Provided By MLS of Central Oregon*"; By commingling data you do not receive any right to disregard any restriction included in this, or any other, MLS's IDX Policy.

7. Public Comment or Review of Listings - Any IDX site that allows site visitors to submit comments or reviews about particular listings, displays the comments or provides a hyperlink to such comments in direct conjunction with specific listings must immediately disable or discontinue this feature upon receipt of a request to do so by the property seller. The listing Broker shall communicate in writing to MLSCO (Attention: IDX Administrator) the property seller's desire for this feature to be disabled in connection with their listing. Upon receipt of this notification, MLSCO will forward that request to the Service Provider at the e-mail address furnished on the MLSCO IDX License Agreement.
8. Automated Market Valuation (AVM) - Any IDX site that displays an AVM of any listing or provides a hyperlink to such estimate in direct conjunction with a specific listing must disable or discontinue this feature upon receipt of a request to do so by the property seller. The listing Broker shall communicate in writing to MLSCO (Attention: IDX Administrator) the property seller's desire for this feature to be disabled in connection with their listing. Upon receipt of this notification, MLSCO will forward that request to the Service Provider at the e-mail address furnished on the MLSCO IDX License Agreement.
9. Notification of Removal - Except for the foregoing, a User's IDX site may communicate the User's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled "at the request of the seller."
10. Corrections - An IDX Service Provider shall display a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the IDX User beyond that supplied by MLSCO and that relates to a specific property displayed on the IDX site. The Service Provider shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Broker or MLSCO that explains why the data or information is false for the specific property.
11. Policy – In every instance, the Service Provider must adhere to every restriction included in any part of this Policy.

Appendix A – Data Fields Authorized For Display

Only the fields authorized below may be used for search and/or display on an IDX website.

Residential: Data Fields Authorized For Display

Residential	
MLSID	ElementarySchool
Status	JuniorHighSchool
Area	HighSchool
Section	Irrigation
PropertyType	IrrigatedAcres
PropertySub-Type	IrrigationDistrict
PropertyAddress	WaterDistrict
ListingPrice	ElectricCompany
City	Pre-SoldStatus
State	NewConstruction
Zip	EstimatedCompletionDate
TaxMap	Style
TaxLot	Levels
LotNumber	Construction
BlockNumber	Foundation
Addition	Rooms
Zoning	Interior
CrossStreet	Fireplace
Bedrooms	Floors
Bathrooms	Exterior
SquareFootage	Roof
YearBuilt	Garage
ApproxLotSquareFootage	View
ApproxAcres	Heat/Cool
Builder	ExistingWater
HOA	Sewer/Septic
HOAAmount	Community
Taxes	Terms
TaxYear	SignOnProperty
FarmDeferral	MarketingRemarks
SellerDisclosure	
Exempt	
DOM/CDOM	
CC&R	

Appendix A (continued)

Land: Data Fields Authorized For Display

Only the fields authorized below may be used for search and/or display on an IDX website.

Land	
MLS#D	Irrigation#District
Status	Mfg#Housing#Allowed
Area	Electric#Company
Section	Additional#Buildings
Property#Type	View
Property#Sub-Type#	Existing#Water
Property#Address	Community
Listing#Price	Road
City	Terms
State	Sign#on#Property
Zip	Current#Use
Tax#Map	Irrigation#Comments
Tax#Lot	Sewer/Septic#Comments
Lot#Number	Water#Comments
Block#Number	Zoning#Comments
Addition	Utility#Comments
Zoning	Other#Restrictions
Cross#Street	Marketing#Remarks
Approx#Lot#Square#Footage	
Approx#Acres	
HOA	
HOA#Amount	
Taxes	
Tax#Year	
Farm#Deferral	
Seller#Disclosure	
Exempt	
DOM/CDOM	
CC&R	
Elementary#School	
Junior#High#School	
High#School	
Irrigation	
Irrigated#Acres	

Appendix A (continued)

Farm: Data Fields Authorized For Display

Only the fields authorized below may be used for search and/or display on an IDX website.

Farm	
MLSID	LivestockIncluded
Status	Crop/usage
Area	AcresOfCrop/usage
Section	LegalDescription
PropertyType	Directions
PropertyAddress	SoilType
ListingPrice	Topography
City	UtilityComments
State	Style
Zip	Levels
TaxMap	Construction
TaxLot	Foundation
TotalAcres	Rooms
TotalDeededAcres	Interior
Zoning	Fireplace
CrossStreet	Floors
Bedrooms	Exterior
Baths	Roof
SquareFootage	Garage
YearBuilt	View
Taxes	Heat/Cool
TaxYear	ExistingWater
FarmDeferral	AdditionalBuildings
SellerDisclosure	Leases
Exempt	Terms
DOM/CDOM	SignOnProperty
ElementarySchool	MarketingRemarks
JuniorHighSchool	USFSAums
HighSchool	BLMAums
Irrigation	
IrrigatedAcres	
IrrigationDistrict	
DomesticWater	
ElectricCompany	
FarmType	

Appendix A (continued)

Multi-Family: Data Fields Authorized For Display

Only the fields authorized below may be used for search and/or display on an IDX website.

Multi-Family	
MLS#	BackupPackage
Status	PreSold
Area	NewConstruction
Section	EstCompetitionDate
PropertyType	WaterDistrict
CC&R's	ElectricCo
PropertyAddress	Style
ListingPrice	Levels
City	Construction
State	Foundation
Zip	Interior
TaxMap	Fireplace
TaxLot	Floors
LotNumber	Exterior
BlockNumber	Roof
Zoning	View
CrossStreet	Heat/Cool
Total#ofUnits	ExistingWater
TotalSqFt	Sewer/Septic
#UncoveredParking	Community
#Gargage	Terms
#Carports	SignonProperty
ApprxLotSqFt	MarketingRemarks
ApprxAcres	
YearBuilt	
Taxes	
TaxYear	
SellerDisclosure	
Exempt	
DOM	
Builder	
Units1-4	
#Bedrooms	
#Baths	

Appendix A (continued)

Income/Investments: Data Fields Authorized For Display

Only the fields authorized below may be used for search and/or display on an IDX website.

Income/Investments	
MLS#ID	Confidentiality Agreement
Status	Backup Package
Area	Pre-Sold
Section	New Construction
Property Type	Est. Completion Date
CC&R's	Personal Property/Fixtures/Equipment
Property Address	Owner/Tenant Pays
Listing Price	Marketing Remarks
City	Type
State	Lease Type
Zip	Construction
Tax Map	Foundation
Tax Lot	Floors
Lot Number	Roof
Block Number	Additional Buildings
Zoning	View
Cross Street	Heat/Cool
Addition	Exist. Water
Bldg SqFt	Sewer/Septic
#Floors	Special Assessments
#Tenants	Terms
Parking	Sign on Property
# of Spaces	
Year Built	
Apprx Lot SqFt	
Taxes	
Tax Year	
Seller Disclosure	
Exempt	
DOM/CDOM	
Water District	
Electric Company	
Owner Occupied	
Leased	

Appendix A (continued)

Business Opportunity: Data Fields Authorized For Display

Only the fields authorized below may be used for search and/or display on an IDX website.

Business Opportunity
MLS ID
Status
Area
Section
Property Type
Property Address
Listing Price
City
State
Zip
Tax Map
Tax Lot
Zoning
Cross Street
Furniture/Fixtures/Equipment
Lease SqFt
Lease Amount
Lease Option
Lease Start Date/Lease Expires
Desired Lease Term
Type of Business
Sale Includes
Lease Type
Construction
Foundation
Existing Water
Sewer/Septic
Special Assessments
Terms
DOMS
Sign on Property
Marketing Remarks

Appendix B: Service Levels and License Fees

Smart Frame (pre-formatted search through Rapattoni)

Example below is a typical Smart Frame search.

Property Search

General Criteria
Additional Criteria

Property Types

Residential
 Land
 For Lease

Multi-Family
 Commercial Building

Farm
 Business Opportunity

If you select ONE property type, you can click Additional Criteria to select amenities.

Areas

Sections

Cities

ZIP Codes

Price ,000 **Thru** ,000

Bedrooms **Thru** **Bathrooms** **Thru**

Structure (approx sq ft) **Thru**
 Include 0 SqFt

Lot Size (approx) **Thru**
 SqFt Acres Include 0 Acres

Year Built **Thru** Or

	One-Time Cost	Recurring Monthly Fee
Smart Frame – Company or Broker	\$50.00	N/A
¹ includes the option for a Brokerage Limited Data Collection (Section III.) at the same cost		

Appendix B (continued)

RETS (Real Estate Transaction Standard)

This data collection is standardized for the IDX/real estate industry throughout the nation. It is a universal communication protocol that is common in the Real Estate MLS IDX.

	One-Time Cost ^{2,3}	Recurring Monthly Fee
RETS ¹ (thru COAR)	\$200.00	\$20.00 (billed quarterly)
¹ includes the option for a Brokerage Limited Data Collection (Section III.) at the same cost		
² \$25 for each additional URL using the same feed under the guidelines set forth in Section II.13.b. & c.		
³ \$100 to transfer an individual broker's site/feed to a different Company.		

Appendix C: Violation Terms and Fees

The enforcement of the MLSCO IDX Policy, along with all MLS Rules and Regulations will be conducted under the process established in the MLS Rules and Regulations, Section V—Membership, Enforcement of

If a User’s website is found to be in violation with the terms and provisions herein the User will receive written notification from MLSCO identifying the nature of the specific MLSCO IDX Policy violation.

Upon receipt of the written notification from MLSCO the User has three (3) business days to respond with an explanation and plan of corrective action.

Each incident will be considered individually by MLSCO; however MLSCO reserves the right to deactivate the User’s IDX Data Feed until the corrective action has been completed.

In the event the User fails to respond within the specified timeline, MLSCO will deactivate the User’s IDX Data Feed until corrective action has been completed.

In the event a User’s IDX Data Feed is disabled and subsequently authorized by MLSCO for reinstatement, the User will be subject to a \$100 re-activation fee.

Appendix D: DP IDX Opt-Out Form

Name of Brokerage: _____

Designated Participant Member Name: _____

I have read and acknowledge my understanding of the MLSCO – IDX Policy.

As the Designated Participant and MLSCO Member, I herein opt out of providing any of my brokerage’s listing data for display on the websites of other MLSCO Members through the IDX process.

I acknowledge that unless I rescind this notice in writing to the staff of MLSCO that neither I, nor my affiliated Broker licensees, may display the IDX Data of other Designated Participants on any Internet URL.

Designated Participant Signature: _____

Date Submitted: _____

Appendix E: Brokerage Limited Data Collection Agreement

Name of Brokerage: _____

Designated Participant (Managing Principal Broker) Member Name: _____

Broker Name (if applicable): _____

Broker E-Mail Address (print): _____

Date Submitted: _____ Office Code: _____ Broker ID: _____

We, the undersigned, attest that we have read and acknowledge understanding of this MLSCO IDX Policy and agree to abide by and comply with this Policy in total. We agree to maintain complete confidentiality of the contents and agreements in this Policy.

As the Designated Participant and/or licensee Broker, I herein request the provision by MLSCO of all listing data, as defined in Section III of this Policy, wherein my Brokerage is the listing Brokerage, or if signed by licensee Broker in addition to signature by the Designated Participant, the listings for which I am the listing Broker.

We, the undersigned, further understand that we acquire no rights to the MLSCO database or any portion thereof, except for the use provided under this Policy. The MLSCO database is and will remain the sole, exclusive property of MLSCO. Neither the Designated Participant nor the Service Provider shall enter into any license, sublicense, access nor other agreement nor arrangement that would allow access to the MLSCO data or any portion thereof, outside the provisions contained in this Policy.

MLSCO reserves the right to cancel this agreement without notice should a violation of the MLSCO Policy/Rules & Regulations occur.

Select Desired Brokerage Limited Data Collection Service Choice:

- Smart Frame – Broker (\$50.00 One-time)
- Smart Frame – Office (\$50.00 One-time)
- RETS Data Service (\$200.00 One-time & \$20.00/month)

SETUP FEES DUE AT TIME OF APPROVAL

Display URL: http:// _____

Service Provider (print company name): _____

Service Provider E-Mail Address/Phone: _____

Service Provider Authorized Contact Name (print): _____

Broker Signature (when applicable): _____

Designated Participant Signature: _____

Service Provider Signature: _____

Credit Card #: _____ Exp: _____ CSV: _____

Name on Card: _____

Billing Address: _____

Appendix F: IDX Content License Agreement

Name of Brokerage: _____

Designated Participant (Managing Principal Broker) Member Name: _____

Broker Name (if applicable): _____

Broker E-Mail Address (print): _____

Date Submitted: _____ Office Code: _____ Broker ID: _____

We, the undersigned, attest that we have read and acknowledge understanding of this MLSCO IDX Policy and agree to abide by and comply with this Policy in total. We agree to maintain complete confidentiality of the contents and agreements in this Policy.

As the Designated Participant and MLSCO Member, I herein request the provision by MLSCO of all IDX listing data, as defined in this Policy. I understand that, by requesting this IDX Data Collection, I am agreeing to allow all listings for which I am the listing Broker to be permitted for Internet display unless prohibited in writing by the seller of a particular listing.

We, the undersigned, further understand that we acquire no rights to the MLSCO database or any portion thereof, except for the use provided under this Policy. The MLSCO database is and will remain the sole, exclusive property of MLSCO. Neither the Designated REALTOR nor the Service Provider shall enter into any license, sublicense, access nor other agreement nor arrangement that would allow access to the MLSCO data or any portion thereof, outside the provisions contained in this Policy.

MLSCO reserves the right to cancel this agreement without notice should a violation of the MLSCO Policy/Rules & Regulations occur.

Select Desired Brokerage Limited Data Collection Service Choice:

- Smart Frame – Broker (\$50.00 One-time)
- Smart Frame – Office (\$50.00 One-time)
- RETS Data Service (\$200.00 One-time & \$20.00/month)

SETUP FEES DUE AT TIME OF APPROVAL

Display URL: *http://* _____

Service Provider (print company name): _____

Service Provider E-Mail Address/Phone: _____

Service Provider Authorized Contact Name (print): _____

Broker Signature (when applicable): _____

Designated Participant Signature: _____

Service Provider Signature: _____

Credit Card #: _____ Exp: _____ CSV: _____

Name on Card: _____

Billing Address: _____