

# SAUK VALLEY ASSOCIATION OF REALTORS®

## CONTRACT: Access to Broker Reciprocity<sup>SM</sup> Data

**Note: This form is a legally binding contract between you and the Sauk Valley Association of REALTORS®.**

**This form/contract must be filled out completely and signed by an owner or employee of your firm. There are no exceptions.** Once you have filled it out and signed it, mail it to the DeKalb Area Association of REALTORS®, 1430 DeKalb Ave. Sycamore, IL 60178, or fax it to 1-815-899-3309. SVAR will sign the form/contract and return a copy to you. Once you are authorized, you may contact our MLS vendor, Technology Concepts at 1-507-289-4180 to arrange for data transfer.

### AGREEMENT

1. This **AGREEMENT** is made and entered into by and between SVAR and the real estate firm whose name and contact information appear on the signature page of this Agreement designated “Firm Information and Signature” (the “**Firm**”), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated “Consultant Information and Signature” (collectively, “**the Consultants**”), if any.

### RECITALS

2. Firm wishes to obtain, and SVAR wishes to provide, data for Firm’s web site, including the listing data of other real estate brokerages participating in SVAR. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, and formatting, as well as programming and web design.

### DEFINITIONS

3. For purposes of this Agreement, the following terms shall have the meanings set forth below.  
**Broker Reciprocity Database or BR Data:** The current aggregate compilation of all active exclusive right to sell listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. SVAR owns the BR Data.  
**Broker Reciprocity Subscriber or BRS:** A Subscriber who gives permission to other Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.  
**Multiple Listing Service:** A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.  
**Rules:** The Rules and Regulations of SVAR, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by SVAR.  
**Subscriber:** Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from SVAR directly.  
**Subscriber Data:** Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Subscribers, entered into the Ultrex System by Subscribers, and SVAR. SVAR owns the Subscriber Data.

### SVAR’S OBLIGATIONS

4. During the term of this Agreement, SVAR grants to Firm a license to:
  - a. display the BR Data on Firm’s web site, and
  - b. make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Firm’s web site.

5. During the term of this Agreement, SVAR agrees to provide to Firm and its Consultants:
  - a. access to the BR Data via the Internet using File Transfer Protocol (“FTP”) or other methods, under the same terms and conditions SVAR offers to other Subscribers;
  - b. seven (7) days’ advance notice of changes to the Rules.

## **FIRM’S OBLIGATIONS**

6. Firm shall comply with the Rules and Policies at all times.
7. Firm acknowledges SVAR’S ownership of the copyrights of the Subscriber Data and the BR Data.
8. Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm desires to make the BR Data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If SVAR notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that SVAR may seek cure from the Consultants, or any one of them.
11. Firm shall notify SVAR within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

## **CONSULTANTS’ OBLIGATIONS**

12. If SVAR notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, SVAR may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with SVAR and act immediately upon notification by SVAR of an uncured breach by Firm.
13. Each Consultant acknowledges SVAR’s ownership of the copyrights in the Subscriber Data and the BR Data. Required disclaimers, copyright notices and use restrictions as outlined in the Policies and/or Rules must be included on the website as prescribed.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify SVAR within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

## **CONFIDENTIAL INFORMATION**

16. “**Confidential Information**” is information or material proprietary to SVAR or designated “confidential” by SEMAR and not generally known to the public, that Firm or Consultants or any one of them (the “Receiving Party”) may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written, electronic or other form):
  - a. all Subscriber Data, except the BR Data to the extent to which this Agreement and the Rules permit its disclosure;
  - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - c. software, source code, object code, diagrams, flow charts;
  - d. techniques, procedures;
  - e. IP addresses, access codes and passwords; and
  - f. any information that SVAR obtains from any third party that SVAR treats as proprietary or designates as Confidential Information, whether or not owned or developed by SVAR
17. **Exceptions.** The Confidential Information does not include information that:
  - a. is in the public domain at the time of disclosure;
  - b. is known to the Receiving Party at the time of disclosure;
  - c. is used or disclosed by the Receiving Party with the prior written consent of SVAR, to the extent of such consent;
  - d. becomes known to the Receiving Party from a source other than SVAR without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with SVAR; or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to SVAR prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with SVAR or with the third parties in whom title existed prior to this Agreement or prior to disclosure by SVAR

19. **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

20. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of SVAR to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

21. **Restrictions on Use – No Third Party Access.** Only the Receiving Party’s own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from SVAR. If SVAR grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

22. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without SVAR’S prior written consent. In the event SVAR grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

23. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by SVAR, the Receiving Party will return to MLS all Confidential Information and all other materials provided by SVAR to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of SVAR, an officer of the Receiving Party will certify in writing that all materials have been returned SVAR and all magnetic or computer data have been destroyed.

## **TERM AND TERMINATION**

24. The term of this Agreement begins on the “Effective Date” set forth on the “SVAR Information and Signature Page” below. SVAR has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- a. SVAR’S notice to Firm that this Agreement is terminated.
- b. Firm’s notice to SVAR that it no longer intends to display BR Data on its web site.
- c. Termination of Firm’s privileges as a Subscriber by SVAR to purchase Multiple Listing Services.

## **GENERAL PROVISIONS**

25. **Survival of Obligations.** The obligations of Firm set forth under “Firm’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.

26. **SVAR’S Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that SVAR would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate SVAR for a breach. SVAR is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Firm or Consultants or any one of them, without showing or proving any actual damages sustained by SVAR.

27. **Attorney’s fees.** If SVAR prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay SVAR’S reasonable attorney’s fees and costs for such legal action.

28. **Limitation of Liability.** SVAR’S liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to SVAR, if any, under this Agreement. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. SVAR shall not be liable for any incidental or consequential damages under any circumstances, even if SVAR has been advised of the possibility of such damages. SVAR shall have no liability for inaccuracies in the BR Data or the Subscriber Data.

29. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.

30. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

31. **No Assignment.** Neither Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of SVAR.

32. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

33. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Illinois.

### SVAR Information and Signature

Entered into on behalf of SVAR by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Effective Date

If you plan to give the MLS data to a third party, whether it is an in-house department of your firm, or a web designer from another firm, you must supply this contact information.

Consultant(s) Name(s): \_\_\_\_\_

\_\_\_\_\_  
Company Name: \_\_\_\_\_

Address \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### Firm Information and Signature

Firm Name: \_\_\_\_\_

Broker/Office Manager Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Firm Street Address: \_\_\_\_\_

Firm City, ST, ZIP: \_\_\_\_\_

Firm Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Firm by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title.

### **Consultant Information and Signature**

**NOTE TO FIRM: Reproduce this page for each individual/office to whom you intend to provide access to the BR Data under this Agreement.**

Consultant (company or individual) Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Consultant Street Address: \_\_\_\_\_

Consultant City, ST, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Consultant by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

NOTE TO CONSULTANT: You must enter into this Access to Broker Reciprocity data contract with SVAR and **each** real estate broker or agent to whom you provide services.

# Sauk Valley Association of REALTORS®

## AGENT CONTRACT: Access to Broker Reciprocity<sup>SM</sup> Data

**Note: This form is a legally binding contract between you and the Sauk Valley Association of REALTORS®.**

**This form/contract must be filled out completely and signed by an owner or employee of your firm, as well as by you. There are no exceptions.** Once you have filled it out and signed it, mail it to the **DeKalb Area Association of REALTORS® at 1430 DeKalb Ave., Sycamore, IL 60178** or fax it to **1-815-899-3309**. SVAR will sign the form/contract and return a copy to you. Once you are authorized, you may contact our MLS vendor, Technology Concepts at 1-507-289-4180 to arrange for data transfer.

### AGREEMENT

3. This **AGREEMENT** is made and entered into by and between SVAR and the real estate agent, approved by the firm whose name and contact information appear on the signature page of this Agreement designated “Agent Information, Firm Information and Signature” (the “**Firm**”), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated “Consultant Information and Signature” (collectively, “**the Consultants**”), if any.

### RECITALS

4. Firm wishes to obtain, and SVAR wishes to provide, data for Agent’s web site, including the listing data of other real estate brokerages participating in SVAR. Agent may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, and formatting, as well as programming and web design.

### DEFINITIONS

3. For purposes of this Agreement, the following terms shall have the meanings set forth below.
  - Broker Reciprocity Database or BR Data:** The current aggregate compilation of all active exclusive right to sell listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. SVAR owns the BR Data.
  - Broker Reciprocity Subscriber or BRS:** A Subscriber who gives permission to other Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.
  - Multiple Listing Service:** A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.
  - Rules:** The Rules and Regulations of SVAR, as amended from time to time, and any operating policies relating to the BR Data and BR promulgated by SVAR.
  - Subscriber:** Any real estate broker, appraiser, or other real estate related business professional, including licensees of Participating Firm that purchases Multiple Listing Services from SVAR directly.
  - Subscriber Data:** Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Subscribers, entered into the Ultrex System by Subscribers, and SVAR. SVAR owns the Subscriber Data.

### SVAR’S OBLIGATIONS

4. During the term of this Agreement, SVAR grants to Agent/Firm a license to:
  - a. display the BR Data on Agent/Firm’s web site, and
  - b. make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Agent’s/Firm’s web site.

5. During the term of this Agreement, SVAR agrees to provide to Agent/Firm and its Consultants:
  - a. access to the BR Data via the Internet using File Transfer Protocol (“FTP”) or other methods, under the same terms and conditions SVAR offers to other Subscribers;
  - b. seven (7) days’ advance notice of changes to the Rules.

## **FIRM’S OBLIGATIONS**

6. Agent/Firm shall comply with the Rules and Policies at all times.
7. Agent/Firm acknowledges SVAR’s ownership of the copyrights of the Subscriber Data and the BR Data.
8. Agent/Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Agent/Firm desires to make the BR Data or the Confidential Information available to any third party, Agent/Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If SVAR notifies Agent/Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Agent/Firm agrees that SVAR may seek cure from the Consultants, or any one of them.
11. Agent/Firm shall notify SVAR within five (5) business days of any change to the information relating to Agent/Firm on the Agent/Firm Information and Signature page below.

## **CONSULTANTS’ OBLIGATIONS**

12. If SVAR notifies Agent/Firm of a breach of the Rules or this Agreement and Agent/Firm does not immediately cure such breach, SVAR may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with SVAR and act immediately upon notification by SVAR of an uncured breach by Agent/Firm.
13. Each Consultant SVAR.S ownership of the copyrights in the Subscriber Data and the BR Data. Required disclaimers, copyright notices and use restrictions as outlined in the Policies and/or Rules must be included on the website as prescribed.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify SVAR within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

## **CONFIDENTIAL INFORMATION**

16. “**Confidential Information**” is information or material proprietary to SVAR or designated “confidential” by SVAR and not generally known to the public, that Agent/Firm or Consultants or any one of them (the “Receiving Party”) may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written, electronic or other form):
  - a. all Subscriber Data, except the BR Data to the extent to which this Agreement and the Rules permit its disclosure;
  - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - c. software, source code, objects code, diagrams, flow charts;
  - d. techniques, procedures;
  - e. IP addresses, access codes and passwords; and
  - f. any information that SVAR obtains from any third party that SVAR treats as proprietary or designates as Confidential Information, whether or not owned or developed by SVAR.
17. **Exceptions.** The Confidential Information does not include information that:
  - a. is in the public domain at the time of disclosure;
  - b. is known to the Receiving Party at the time of disclosure;
  - c. is used or disclosed by the Receiving Party with the prior written consent of SVAR, to the extent of such consent;
  - d. becomes known to the Receiving Party from a source other than SVAR without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with SVAR; or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to SVAR prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with SVAR or with the third parties in whom title existed prior to this Agreement or prior to disclosure by SVAR.

19. **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

20. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of SVAR to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

21. **Restrictions on Use – No Third Party Access.** Only the Receiving Party’s own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from SVAR. If SVAR grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

22. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without SVAR’S prior written consent. In the event SVAR grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

23. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by SVAR, the Receiving Party will return to MLS all Confidential Information and all other materials provided by SVAR to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of SVAR, an officer of the Receiving Party will certify in writing that all materials have been returned to SVAR and all magnetic or computer data have been destroyed.

## **TERM AND TERMINATION**

24. The term of this Agreement begins on the “Effective Date” set forth on the “SVAR Information and Signature Page” below. SVAR has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- a. SVAR’S notice to Firm that this Agreement is terminated.
- b. Firm’s notice to SVAR that it no longer intends to display BR Data on its web site.
- c. Termination of Agent’s/Firm’s privileges as a Subscriber by SVAR to purchase Multiple Listing Services.

## **GENERAL PROVISIONS**

25. **Survival of Obligations.** The obligations of Agent/Firm set forth under “Agent’s/Firm’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.

26. **SVAR’S Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Agent/Firm and Consultants acknowledge that SVAR would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate SVAR for a breach. SVAR is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Agent/Firm or Consultants or any one of them, without showing or proving any actual damages sustained by SVAR.

27. **Attorney’s fees.** If SVAR prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay SVAR’S reasonable attorney’s fees and costs for such legal action.

28. **Limitation of Liability.** SVAR'S liability to Agent/Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Agent/Firm and Consultants to SVAR, if any, under this Agreement. Agent's/Firm's and Consultants' only other remedy shall be termination of this Agreement. SVAR shall not be liable for any incidental or consequential damages under any circumstances, even if SVAR has been advised of the possibility of such damages. SVAR shall have no liability for inaccuracies in the BR Data or the Subscriber Data.

29. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.

30. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

31. **No Assignment.** Neither Agent/Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of SVAR.

32. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

33. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Illinois.

### SVAR Information and Signature

Entered into on behalf of SVAR by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Effective Date

If you plan to give the MLS data to a third party, whether it is an in-house department of your firm, or a web designer from another firm, you must supply this contact information.

Consultant(s) Name(s): \_\_\_\_\_

\_\_\_\_\_  
Company Name: \_\_\_\_\_

Address \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### Firm Information and Signature

Firm Name: \_\_\_\_\_

Broker/Office Manager Name: \_\_\_\_\_

Agent Name \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Firm Street Address: \_\_\_\_\_

Firm City, ST, ZIP: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Firm by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Print Agent Name

### **Consultant Information and Signature**

**NOTE TO FIRM: Reproduce this page for each individual/office to whom you intend to provide access to the BR Data under this Agreement.**

Consultant (company or individual) Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Consultant Street Address: \_\_\_\_\_

Consultant City, ST, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Consultant by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

NOTE TO CONSULTANT: You must enter into this Access to Broker Reciprocity data contract with SVAR and **each** real estate broker or agent to whom you provide services.

## Sauk Valley Association of Realtors ®

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Attn. Broker Member of SVAR:

Enclosed please find two different contracts for use with IDX Broker Reciprocity. If you desire to implement Broker Reciprocity on your website, you must read and sign both contracts on pages 4 and 5. Your company consultant responsible for pulling the information to your website must also read and sign both contracts and return the original copy to DAAR via fax at 815-899-3309. This will protect all parties involved.

If an agent in your office wishes to implement Broker Reciprocity on their website, you as the Broker must sign both contracts on pages 4 and 5, have your agent sign the Agent contract only and the agent's company or consultant pulling the information to the website must sign both contracts and return the original to DAAR via fax at 815-899-3309 before the implementation of Broker Reciprocity.

If you do not plan on implementing Broker Reciprocity at this time, please keep these contracts in your files for possible future use. Please call DAAR with any questions at 815-899-3301.

Warm Regards,

Heather Wiedrich RCE, e-PRO  
Executive Vice President

## Broker Reciprocity Opt-Out Offices

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The following Offices that are members of the Sauk Valley Association of REALTORS® and the DeKalb Area Association of REALTORS® have opted out of the Broker Reciprocity IDX program. This means that you cannot place the following Offices listings on your website. This also means that they are not entitled to participate in the program either. Any company may opt back in at anytime or other companies may opt out at any time also. All participants will be notified in writing if this occurs.

- Smith & Associates Real Estate
- Clockwork Realty
- Murphy Agency
- Henning REALTORS®
- Heartland Realty in Dixon

If you should have any questions, please do not hesitate to call me anytime at 815-899-3301.

Sincerely,

Heather Wiedrich RCE, e-PRO  
Executive Vice President

FIELDS ALLOWED WITH BROKER RECIPROCITY (IDX)

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- Price
- City
- State
- Bedrooms
- Baths
- Size (Square Feet)
- Property Description (Legal)
- Comments
- Air Conditioning Type
- Heating Type
- Features
- School Information
- Geographic Area of Property (required by Illinois License Law)
- Listing Office Name (required by Illinois License Law)
- Address

## **INTERNET DATA EXCHANGE (“IDX”)**

**Section 16:** IDX Defined: IDX affords MLS Participants the option of authorizing display of their active listings on other Participants’ Internet Websites.

**Section 16.1:** Authorization: Participants consent for display of their active listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participants listings, that participant may not download or frame the aggregated MLS data of other participants. Even where participants have give 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 16.2:** Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their listings by other Participants.

**Section 16.2.1:** Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for the purpose of monitoring/ensuring compliance with applicable rules and policies.

**Section 16.2.2:** 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 16.2.3:** 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 other Web site(s) the listing or property address of consenting sellers.

**Section 16.2.4:** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

**Section 16.2.5:** Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

**Section 16.2.6:** 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 16.2.7:** 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 16.3:** Display: Display of listing information pursuant to IDX is subject to the following rules:

**Section 16.3.1:** 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.

**Section 16.3.2:** 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.)

**Section 16.3.3:** All listings displayed pursuant to IDX shall identify the listing firm.

**Section 16.3.4:** All listings displayed pursuant to IDX shall identify the listing agent.

**Section 16.3.5:** 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 16.3.6:** All listings displayed pursuant to IDX shall show the MLS as the source of the information.

**Section 16.3.7:** Participants (and affiliated licensees, if applicable) must refresh all downloads and refresh all data at least once every 2 business days.

**Section 16.3.8:** The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.

**Section 16.4:** Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.