



BrokerSM Reciprocity

Also Known as Internet Data Exchange – “IDX”

PUTTING BROKERS IN CONTROL OF THEIR LISTINGS ON THE WEB

Broker informational packet
& technical documentation

Version 3.0

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1 Executive Summary

WHAT IS BROKER RECIPROCITYSM / INTERNET DATA EXCHANGE (IDX)?

Simply: It is a system where brokers give each other permission to display their listings on each other's web sites. Brokers who participate in the program (called "Broker ReciprocitySM Subscribers" or "BRSs") can display all of each other's active listings. If you choose not to participate, no other broker will be permitted to display your listings. You can include your listings in the Broker ReciprocitySM / IDX database without even having your own web site. (See Section 8 – Frequently Asked Questions for an explanation why you would want to do this.)

WHY IS SVVAR DOING BROKER RECIPROCITYSM/IDX?

The purpose of Broker ReciprocitySM / IDX is to empower REALTORS® to deal with the real estate consumer of the future. Among the objectives to which the Sedona Verde Valley Association of REALTORS® ("SVVAR") is committed are: 1) permitting brokers to fully market their services on the Internet; 2) permitting the brokerage community to take advantage of the data brokers have contributed to the system; and 3) permitting brokers to obtain and maintain first contact with the consumer in the real estate transaction. Increasingly, consumers are looking to the Internet for information about real estate for sale. Until Broker ReciprocitySM, they were not finding that information at broker-owned web sites. The sites with the best data, and from the consumer's perspective, that means the *most* data, were not controlled by REALTORS®. On the national front, the site with the most listings is REALTOR.COM, a production of RealSelect, a subsidiary of publicly-traded HomeStore.com.

Some brokers asked SVVAR, "Why can't a broker web site be the place with the most listings?" Thanks to Broker ReciprocitySM, it can! This approach provides several advantages:

Brokerage web sites can become the best source of listing data. If most brokers participate, the number of listings in the reciprocal database can easily reach and even exceed the number on other popular sites.

Participating brokers may display more data fields (like square footage) than current web sites are allowed to display.

When consumers visit the web sites of reciprocal brokers, they will stay longer because the brokers have more listing data to offer. The broker sites may also offer easier interfaces for consumers, since many other sites are "cluttered" with non-listing content. As brokers become more innovative in offering on-line services, this will be a critical factor in their success.

The web sites of the John L. Scott and Windermere real estate firms in Seattle (where reciprocity has been working for three years) are experiencing between 12 and 18 million hits per month, according to senior firm managers. They attribute this to the relatively complete databases of listings that they can offer consumers.

HOW DOES MY FIRM PARTICIPATE IN BROKER RECIPROCITYSM?

Follow the instructions on the next page! (But read the rest of this document, too. It includes important information you should know before signing up.)

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2 Quick start: 2 steps to Broker ReciprocitySM / IDX

STEP 1: BECOMING A BROKER RECIPROCITYTM SUBSCRIBER (BRS)

Being a BRS just means that you give all other BRSs permission to display your active listings on their web sites according to the SVVAR Broker ReciprocitySM / IDX Rules and Regulations. (See Section 4 Rules and Regulations for details.) In so doing, you obtain permission from all other BRSs to display their active listings. You give permission and get permission in the same act. (That's why it's called "reciprocity.") You don't need to have a web site yourself.

You do not need to take any action to become a BRS. If you were a participant in the Sedona Verde Valley Association of REALTORS® Multiple Listing Service (SVVAR MLS) through SVVAR when the Broker ReciprocitySM / IDX program was implemented, you were automatically signed up. If you are a new participant in SVVAR MLS through SVVAR joining after the beginning of the Broker ReciprocitySM / IDX program, you will also automatically be signed up. **If you don't want to participate, you must fill out the form, "Adding/Dropping Broker ReciprocityTM," attached at the back of the packet.** If you do not fill out the form now, you can fill it out at any time later. Your data will stop appearing in the Broker ReciprocitySM / IDX Database the next business day.

STEP 2 (OPTIONAL): PUTTING BROKER RECIPROCITY DATA ON YOUR WEB SITE

You don't have to have a web site to be a BRS. But to take maximum advantage of the program, you will want one. To put Broker ReciprocitySM / IDX data on your web site, you have to take four steps:

Sign SVVAR's "Access to Broker ReciprocitySM Data Feed" contract (attached at the back of this BR packet).

Get a web site (see Section 6 for advice on how and where, if you don't already have one).

Incorporate the BR data into your web site. This is really the toughest part. Much of this document and the associated Technical Documentation are devoted to this part.

Obey the BR Rules and Regulations and the policy statements in this document and the associated Technical Documentation. See particularly, Section 4 of this document.

3 Fees

There is no fee to be a BRS or to receive a data feed from SVVAR, provided you use the standard method for accessing that data provided by the Rapattoni MLS. If you want a special interface to access the BR Data via FTP or RETS, SVVAR will charge you for all costs to establish that interface including reasonable fees for SVVAR staff time. The SVVAR Board of Directors reserves the right to establish a fee after the first year of the program depending on participation levels. The fee for access to the FTP or RETS for 2010 is \$200.00 a year, billed to the BRS or their vendor.

4 Rules and regulations

To the extent that this document supplements SVVAR's MLS Rules and Regulations relating to Broker ReciprocitySM / IDX, it is a statement of SVVAR's policy regarding such matters.

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Access method: One mode of access is provided by SVVAR for BRSs to retrieve the BR Database: FTP or RETS access. This is described more fully in the Technical Documentation. Any BRS intending to use any other method for downloading and updating the BR Database must seek approval of its method from SVVAR. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the BR rules and regulations or in degradation of the performance of any of SVVAR's systems. The use of any other method also requires payment to SVVAR of any costs it incurs to provide the access method, including reasonable fees for SVVAR staff time.

Rules and regulations: Section 16 of SVVAR's MLS Rules and Regulations contain provisions relating to BR/IDX. These provisions are reproduced in their entirety here. In many cases, explanatory remarks appear to the right of the rule provision:

RULE	EXPLANATION
<p>Section 16 – BROKER RECIPROcity / INTERNET DATA EXCHANGE DEFINED:</p> <p>“Broker Reciprocity” (“BR”) also known as “Internet Data Exchange” (“IDX”) affords MLS Participants (the “Broker Reciprocity Subscriber” or “BRS”) the option of authorizing display of their active listings appearing in MLS on other Participant’s Internet web site.</p>	<p>Internet Data Exchange (“IDX”) is the term for the National Association of REALTORS® mandated policy.</p> <p>“Broker Reciprocity (“BR”) is the copyrighted name licensed from Regional Multiple Listing Service of Minnesota, Inc. (“RMLS”). This document has been prepared through a Licensing Agreement executed between SVVAR and RMLS.</p>
<p>Section 16.1 – Participants’ consent for display of their active listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant’s listings, that Participant may not download or frame the aggregated MLS data of other Participants.</p>	<p>Participants (the listing broker) consent to display of their listings through SVVAR MLS unless they notify SVVAR in writing on the approved form that they do not permit display of their listings.</p> <p>If a Participant does “opt-out” of Broker Reciprocity, they may not download or frame and display the data from other Participants on their own website.</p>

RULE	EXPLANATION
<p>Section 16.2 – PARTICIPATION: Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers (or both).</p>	<p>The Participant must be a REALTOR® member (broker) who is a member in good standing of the Sedona Verde Valley Association of REALTORS® with MLS privileges with the Sedona Verde Valley Association of REALTORS® MLS (SVVAR MLS).</p>
<p>Section 16.3 – DISPLAY: Display of listing information pursuant to IDX is subject to the following rules:</p> <p>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.</p>	<p>The fields available are set forth in Appendix B. Note that you may display ALL information relating to your own listings. This limitation applies only to listings in the Database that are not your own. A BRS may display fewer fields if it chooses.</p>
<p>3.2 Participants shall determine which listings or types of listings they will display on their websites. Examples include property type (“condos”, “single family detached”, “multi-family”, etc.), price, or location (“downtown”).</p>	<p>You need not display the whole BR Database. You may choose to display only listings in a particular price range, geographical area, or property type. You may also choose not to display the listings of certain of your competitors. If you plan to display only a subset of the BR Database, see Section 7 regarding recommended disclosures.</p>

RULE	EXPLANATION
<p>3.3 Participants shall not modify or manipulate information relating to other Participant's listings. (This is not a limitation on site design but refers to changes to actual listing data).</p> <p>3.4 All listings displayed pursuant to IDX shall identify the listing firm.</p>	<p>You can do anything you want to (consistent with the Code of Ethics and applicable law) with data relating to your own listings. You can do with other brokers' listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the Database from another BRS. This could conceivably include displaying other data alongside the other BRS's data. For example, if you geocode the listings on your site, and then tie demographic or other data to them, you will want to be cautious about displaying such data on the same screen as another BRS's listings. You should make efforts to distinguish the data you have supplied from the BR Database data. Segregating such data "geographically" on the screen and including a credit on the non-BR data (such as "Demographic data courtesy of ABC Title Company") would be good ways to accomplish this.</p>
<p>3.6 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.</p>	<p>In order to participate in Broker Reciprocity™, a site must be marketed and branded as a broker's site. Any Internet web site used for publication of the BR Database or any portion thereof must be controlled by a BRS and advertised as that BRS's Internet web site.</p>
<p>3.7 Listing information downloaded and/or otherwise displayed pursuant to IDX shall be limited to properties listed on an exclusive right to sell basis.</p> <p>3.8 All listings displayed pursuant to IDX shall show the MLS as the source of the information.</p>	<p>See Section 7 for sample disclosure language. The SVVAR-approved icon is available for download from SVVAR's web site at www.svvar.com . Note that such a disclosure must appear on the FIRST page where any BR data is displayed.</p>

RULE	EXPLANATION
<p>3.9 Participants (and their affiliated licensees, if applicable) must refresh all downloads and refresh all data at least once every three (3) days.</p>	<p>SVVAR strongly encourages you to update your web site with fresh BR data DAILY. In the event you choose to update less frequently than daily, SVVAR encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date. See Section 7 for a sample disclosure of this type.</p>
<p>3.10 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any other purpose than to identify prospective properties consumers may be interested in purchasing.</p> <p>3.11 The data consumers can retrieve or download in response to an inquiry shall be limited to 100 listings per search.</p>	<p>This section places a burden on you and your web site host to monitor your web site. If it appears that a large number of hits is coming from a particular domain on the web and that these hits may be the result of an automated process designed to gather or "scrape" data from your web site for use somewhere else for a commercial purpose, you must notify SVVAR. A BRS displaying the BR Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to:</p> <ul style="list-style-type: none"> a. Monitoring the web site for signs that a third party is "scraping" data, and b. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate is prohibited.

RULE	EXPLANATION
<p>3.12 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.</p>	
<p>3.13 Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLS's.</p> <p>NOTE: A search result producing a detailed display of another BRS's listing shall bear that BRS's name, the SVVAR-approved icon, and SVVAR's copyright notice immediately following the property information. The BRS's name, SVVAR-approved icon, and copyright notice shall be at least as large as the largest type size used to display the listing data.</p> <p>NOTE: Any result identifying another BRS's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed."</p>	<p>No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS's Internet web site.</p> <p>If you take listings from consumers but do not put them into MLS, they cannot appear on any thumb-nail display or as part of any search results with BR Database data. If the property in question appears in a MLS other than SVVAR MLS, it may be co-mingled. Thus, if you serve a market area without an MLS, you must either enter such listings into an MLS in a market that has one, or you must not co-mingle those listings with BR Database listings.</p> <p>SVVAR interprets any display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels height as being a detailed display. The SVVAR-approved icon is available for download from SVVAR's web site at www.svvar.com. See Section 7 for the required SVVAR copyright notice.</p> <p>In practice, you will want to display this disclaimer on your own listings as well, unless your legal counsel advises otherwise. See Section 7 for other language that satisfies this requirement.</p>

RULE	EXPLANATION
<p>3.14 No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.</p> <p>NOTE: Any BRS using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by SVVAR MLS.</p>	<p>This section expressly prohibits distribution of the BR Database or any portion of it for ANY purpose other than those expressly permitted by SVVAR's rules and regulations. This includes distribution to other BRSs. In other words, a brokerage firm cannot sell access to the Broker ReciprocitySM Data to other brokers or any other businesses, whether or not they are participants in SVVAR.</p> <p>SVVAR requires that third parties gaining access to the BR Database sign the standard contract attached. Providing an MLS password to an unauthorized recipient is a serious violation of SVVAR's rules, punishable by a fine of \$1,000 for each such violation.</p>
<p>Section 16.4 – SERVICE FEES AND CHARGES:</p> <p>Service fees and charges for participation in IDX shall be established annually by the Multiple Listing Service Board of Directors.</p> <p>Current FTP or RETS access fee is \$200.00 per year in 2010 billed to the BRS or their vendor.</p>	<p>There is no fee to be a BRS or to receive a data feed from SVVAR, provided you use the standard method for accessing that data from the Rapattoni MLS. If you want a special interface to access the BR Data via FTP or RETS, SVVAR will charge you for all costs to establish that interface including reasonable fees for SVVAR staff time. The SVVAR Board of Directors reserves the right to instate a fee after the first year of the program depending on participation levels.</p>
<p>NOTE: A BRS must make changes to an Internet site necessary to cure a violation of SVVAR's Rules within five business days of notice from SVVAR of the violation.</p>	<p>You must make corrections to your web site if SVVAR determines that it is in violation on some point. SVVAR reserves the right to discontinue the data feed you receive without further notice if you do not comply with this requirement. You may also be subject to fines from SVVAR.</p>

5 Technical overview

One method has been designed to provide access to the Broker ReciprocitySM Data for BRs. See the Technical Documentation for complete information. This method is an FTP or RETS site. (FTP is Internet lingo. It stands for File Transfer Protocol. RETS is Real Estate Transaction Standard. It's the way that a client computer – like your PC – downloads a whole file from a host.) (RETS facilitates data transfer between partners in the real estate industry. Creating and improving RETS is a collaborative effort to simplify moving real estate information from system to system and simplify solution development efforts.) In order to use the FTP or RETS site, you will need an ID and password assigned by SVVAR. To initiate FTP or RETS access, you need to fill out and send to SVVAR the contract at the end of this document. SVVAR will verify the necessary information and send you the ID, password, and what's called an FTP or RETS address. If you don't understand all this, that's a sure sign you should be working with a consultant or web design firm to put this data on your site.

6 How your brokerage can make the most of BR

To take full advantage of BR, you MUST have a web site that displays BR data. There are several ways to get one; each described more fully below.

Use your imagination! This is the really important part of Broker ReciprocitySM. If you can think of a way to provide an innovative service to consumers using BR data, try it out (so long as it doesn't break the rules). Ideas that have been tried on other real estate web sites include:

Gathering consumers' e-mail addresses and property interests and sending them periodic updates on new listings that match their criteria.

Allowing consumers to perform a mortgage payment calculation using the list price for the listing they are looking at.

Allowing consumers to save listings to their "favorites" folders, so they can get back to favored listings quickly on subsequent visits. (Note that you cannot continue to show consumers a listing after it is sold. If a consumer tries to view a "favorite" listing that has since gone off the market, your site must inform her that the listing is no longer available. That's a good time to suggest that she call your firm to find out what happened to the listing. Maybe it just expired or was cancelled.)

Services brokers may investigate in the future include automated brokerage, loan application, and others. Note that the regulatory climate surrounding such services is still being determined. As the rules are clarified, you'll have a leg up on your competitors if you already have a robust web site with BR Data.

6.1 Doing it yourself

If you are a fairly sophisticated designer of web sites, and particularly if you have experience building, maintaining, and accessing databases on the web, you may want to build your own BR web site. Refer to Section 9 – Technical Implementation Guide.

6.2 Working with a web designer

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

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your specifications. This could cost you anywhere from one hundred to several thousand dollars per month.

6.3 Questions you should ask web site designers before signing up with them

SVVAR strongly advises you to ask questions, many questions, before signing up with any web site provider. The questions you ask at the beginning of the process will go a long way toward preventing disputes down the road. Before you contact any web site designer, look at other Broker ReciprocitySM web sites. Use them as you would imagine a consumer using them. Because your competitors' web sites are available to you 24 hours a day, you have an unusual opportunity to see what they're doing before choosing your own course. If you can't or won't search the web yourself, have a few agents in your office do it. Have them report back to you on features they think are valuable.

Before you begin discussions with a web designer, ask for the web addresses of other brokerage sites they have built. While nothing prevents you working with a designer that has no previous Broker ReciprocitySM experience, you may find it more economical to work with one who has.

Here are a few important questions to ask web site designers. This list is not exhaustive. Use your business common sense.

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

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

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

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

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

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

Does the maintenance fee include access to statistics about who is visiting your web site and when? Critical to any marketing plan involving the Internet is an understanding of who is visiting your web site and from where they are being referred. There are software packages

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available that will track activity on your web site and provide important answers to these questions. Will your web site designer provide this information to you? Is the cost included in your maintenance?

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

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

Discuss changes you will probably have to make. Find out how much they will cost:

Change an agent name

Add a link

Add a banner

Add a web page

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

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

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

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

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

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

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

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

Encourage the designer to contact SVVAR. You may encourage the vendor to contact the SVVAR to talk about what's entailed in a Broker ReciprocitySM web site if they have any questions. They will provide better cost estimates if they know more about MLS's systems and the rules and regulations of the program.

7 Sample disclosures

7.1 Mandatory disclosures

These disclosures are required. With the exception of the copyright notices, the examples that appear here are merely suggestions. If you use these suggestions, you will be assured of compliance with applicable provisions of SVVAR's rules. But you may use language of your own choosing so long as it achieves the same objectives.

- 7.1.1 Explanation of data source: Under Section 16.3.8 of SVVAR's Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating the source of BR Database data on your site. The following disclosure, appearing alongside the SVVAR-approved logo for Broker ReciprocitySM will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Broker ReciprocitySM Program of the Sedona Verde Valley Association of REALTORS® Multiple Listing Service. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the Broker ReciprocitySM logo or the Broker ReciprocitySM thumbnail logo (a little black house) and detailed information about them includes the name of the listing brokers."

- 7.1.2 Accuracy disclaimer on other BRSS' listings: Under Section 16.3.13 (NOTE) of SVVAR's Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating that data from other BRSS is "deemed reliable but not guaranteed." Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative. Some examples of acceptable alternatives:

Verbose, but more explanatory: "The broker providing these data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase decision."

Slightly shorter one: "Listing broker has attempted to offer accurate data, but buyers are advised to confirm all items."

- 7.1.3 Copyright notice: Under Section 16.3.8 of SVVAR's Rules and Regulations (see Section 4 above), your web site must display SVVAR's copyright notice on any detailed listing data of another BRSS. **This notice must appear exactly as in one of these two options:**

Option A: "Copyright nnnn Sedona Verde Valley Association of REALTORS® Multiple Listing Service. All rights reserved." [Where nnnn is the current year.]

Option B: "© nnnn Sedona Verde Valley Association of REALTORS® Multiple Listing Service. All rights reserved." [Where nnnn is the current year.] Note, you

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may not substitute a “c” in parentheses – “(c)” – for the copyright symbol – “©.” If your web site cannot display the copyright symbol, you must use option A and spell out the word “Copyright.”

7.2 Additional recommended disclosures

7.2.1 Less than all the BR Database: If you choose to display less than the entire BR Database, it is probably wise to disclose this on the web site. For example, a BRS may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A BRS may even choose to exclude listings of some of its competitors. A disclosure is advisable because: 1) The BRS may be advertising the web site as “the most complete compilation of houses for sale on the Internet”; if the BRS is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture. 2) If the BRS excludes listings without disclosing to consumers, savvy consumers will note discrepancies between BRS web sites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in SVVAR’s Broker ReciprocitySM program, allowing us to display other broker’s listings on our site. However, [firm name] displays only [listings in Yavapai County][only condominium listings][exceptional properties (with list prices above \$500,000)].”

“[Your firm name] does not display the entire SVVAR Broker ReciprocitySM database on this web site. The listings of some real estate brokerage firms have been excluded.”

7.2.2 Update frequency: If you choose to update data on your site less frequently than daily, SVVAR advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a “Data last updated: xx/xx/xx” on the search page would be effective. This may be wise even if you *do* update daily. It is a violation of Arizona Department of Real Estate Regulations to advertise a property for sale that is not for sale. If you download a listing record on Monday, the property sells on Tuesday, and you don’t update the data until the next Thursday, the property will show as available on your site for three days during which it is not available. It is unclear whether this would be a violation of Department of Real Estate regulations; in order to be safe, however, SVVAR recommends that you disclose to consumers the frequency of data updates. For example:

On the data search page: “This data is updated every 3 days. Some properties which appear for sale on this web site may subsequently have sold and may no longer be available.”

On the results page: “This data up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address].”

8 Frequently asked questions (FAQ)

8.1 Can Agents have BR Web Sites?

Since the introduction of Broker ReciprocitySM, there have been quite a few questions about agent web sites working with the program. Here is the only way that an agent can have a Broker ReciprocitySM web site:

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1. The agent's brokerage firm must be contributing its listings to the program.
2. The agent's brokerage firm must have a Broker ReciprocitySM web site of its own.
3. The agent's web site must frame or "gateway" into the brokerage's web site. That is, the Broker ReciprocitySM data can only be hosted on the brokerage's web site.
4. The agent may "co-brand" the web site so that she shares branding with her broker.
5. The agent must have the brokerage's permission to frame its web site.
6. The agent's web site must retain the brokerage's branding at all times. This will frequently mean the brokerage's banner appears at the top of every page. The brokerage's branding must be equal to or larger than the agent's branding.

WHAT HAPPENS IF SOMEONE ABUSES BR?

SVVAR will monitor brokers who develop web sites using the BR Data. It will also monitor other real estate web sites. If SVVAR finds that a BRS is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails, he or she will be fined and possibly even suspended from SVVAR.

WHY WOULD I WANT TO ALLOW OTHER BROKERS TO DISPLAY MY LISTINGS ON THEIR WEB SITES?

This is a great question. The answer lies in a desire to strengthen the brokerage industry. Long-term, if real estate brokerages want to compete with other industry segments for the business of Internet consumers, they will need to have web sites that are attractive to consumers. That means having the most data. If you don't want your listings on the Internet at all, then you don't want to participate in Broker ReciprocitySM. If you currently provide your listing data to one or more local or national web sites on the theory that more exposure is better, why wouldn't you want your listings exposed on other brokers' web sites?

WHY WOULD I WANT TO LET OTHER BROKERS DISPLAY MY LISTINGS IF I DON'T HAVE MY OWN WEB SITE?

See the answer to the previous question. The rationale is equally strong in this case. In addition to those arguments, sellers will want to know why your listings do not show up on Broker ReciprocitySM web sites when the listings of other brokers do.

WHY WOULD I WANT TO DISPLAY OTHER BROKERS' LISTINGS ON MY WEB SITE?

Because by displaying the complete MLS inventory of active listings, you are providing a service to consumers that can help keep them coming to your web site. If you want to be able to sell services on-line, you need a way to keep consumers at your site once they get there. (Industry folks refer to this as having a "sticky" site – the "stickier," the better.)

HOW MUCH WILL IT COST? Broker ReciprocitySM costs you nothing. A web site? That's another matter.

**WILL THIS ALLOW BIG BROKERS TO HAVE MORE SUCCESSFUL WEB SITES?
WILL THIS MAKE LITTLE BROKERS LOOK LIKE BIG BROKERS?**

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Brokers will get out of Broker ReciprocitySM whatever they put into it. Very large brokerages may have more money to put into their web sites. They may spend more marketing dollars to get consumers to visit their sites. But small firms that focus on Internet strategies and marketing may be able to look as "big" on the Internet as their much larger competitors. Broker ReciprocitySM is designed to make *all* broker sites more attractive to consumers. SVVAR can only give you the tools. What you make with them is up to you.

WILL CONSUMERS CALL THE LISTING AGENT ON LISTINGS BELONGING TO OTHER BRSs?

Maybe. The listing firm's name has to appear on any detailed display of data for listings that don't belong to you. You can also display the listing agent's name. An interested consumer could call the other brokerage and ask which agent has the property listed in order to reach him or her. However, this is a great deal more difficult than just e-mailing *you*. This phenomenon is also just as likely to benefit you, as your name appears on your listings on other brokers' web sites.

WHAT DATA WILL CONSUMERS SEE? WHAT PROPERTY TYPES, STATUSES, DATA ELEMENTS, ETC.?

BRSs may only display active listings (including Active, Active-Contingent Remove and Pending-Taking Backup statuses). They may display any or all of SVVAR's five property types. They may display only the data fields that appear in Appendix B. Note that BRSs may display more information relating to their own listings.

HOW DO I KNOW SOME AGENT FROM ANOTHER OFFICE WON'T END UP ADVERTISING MY HOT NEW LISTING AS HER OWN?

You don't. But it would be just as much a violation of the Rules under Broker ReciprocitySM as it was previously. Such an act would violate the Code of Ethics and state real estate law as well.

CAN THE CONSUMER LINK DIRECTLY TO THE LISTING AGENT'S E-MAIL?

Not on Broker Reciprocity listings, however, a BRS can provide linking on its own listings to its agents. It need not do so. This is a matter to be determined between the BRS and the agents.

WHAT KIND OF ADVERTISING FOR OTHER SERVICES OR COMPANIES CAN BROKERS HAVE ON THEIR WEB SITES WITH BR DATA?

Anything that will not violate SVVAR's rules or procedures regarding BR. This means that if your firm puts up a web site hosting the BR Data, you may sell advertising space to an automobile dealership on the site. Every page of your web site could have an ad for a different advertiser. Keep in mind the following things: 1) The site still has to be for your real estate firm. 2) The advertising must not jeopardize the goodwill of SVVAR or the listing broker; for example, advertising an obscene web site above listing data. This will result in the BR Data Feed to the BRS being terminated. 3) The banner must not mislead consumers. If the banner seems to contradict information about the listing firm or information in the listing data itself, it should not be used.

DO I NEED A WEB SITE?

What do you think? SVVAR is providing the greatest flexibility so you can compete in an increasingly complex industry. But SVVAR cannot compete for you. You must decide what your own business strategy is and whether Broker ReciprocitySM and a web site with BR Data would support that strategy.

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9 Technical implementation guide

OVERVIEW

Purpose of this section

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

Definitions and purpose of Broker ReciprocitySM

"Broker ReciprocitySM" is a means by which each MLS participant subscribing to the program (the "Broker Reciprocity Subscriber" or "BRS") permits the display of its active listings appearing in MLS on each other BRS's Internet web site. The "Broker Reciprocity Database" is 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. The goal of the Broker ReciprocitySM ("BR") program is to permit MLS participants in the SVVAR, i.e., real estate brokers, to display the most complete set of data regarding listings for sale on their own web sites.

Opting into the pool

Your client is assumed be a BRS unless it submits a request not to be included on a form supplied by SVVAR. (See the form titled Adding/Dropping Broker ReciprocitySM at the end of this document.) There is no charge for a broker to become a BRS and thus contribute its listings to the BR Database.

Getting a data feed

Any BRS may display all or any portion of the BR Database on its own web site, provided it:

Signs the required agreement with SVVAR (See the CONTRACT at the end of this document.); and

Abides by the SVVAR Rules and Regulations relating to BR set forth in this document as well as periodic policy statements promulgated by SVVAR. Note that explanations of the rules and regulations appear in Section 4.

Limitations on use

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The BR system has been created to encourage those whose principal business is the brokerage of residential real estate to display the most complete, accurate, and up-to-date compilations of listing information on their own web sites. **Any use for any other purpose is STRICTLY PROHIBITED; SVVAR will act aggressively to protect its copyrights in the BR Database, to enforce its contractual rights, and to protect listing brokers' listing data from distribution in any way inconsistent with their legitimate business interests.**

RULES OF THE ROAD

For the best results SVVAR recommends that you review this entire Broker Informational Packet for further details, particularly regarding rules and regulations and disclosures that should appear on your client's web site if he/she is a BRS. The most recent version of this document will soon be available on SVVAR's web site, www.svvar.com.

Access method

One mode of access is provided by SVVAR for BRSs to retrieve the BR Database: FTP or RETS access. Any BRS intending to use any other method for downloading and updating the BR Database must seek approval of its method from SVVAR. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the BR rules and regulations or in degradation of the performance of any of SVVAR's systems. The use of any other method also requires payment to SVVAR of the BRS data feed fees it has established.

Rules and regulations

Section 17 of SVVAR's MLS Rules and Regulations contain provisions relating to BR. These provisions are reproduced in Section 4 of this document. **Your client will be held responsible for any failure on your part to comply with those rules; SVVAR therefore suggests very strongly that you review them before building your client's site.**

Contracts

Before you will be permitted to have access to the BR data or any test sample of it, you must sign a contract with your client and SVVAR. See the CONTRACT at the end of this document for details. **You must sign such a contract for each broker for whom you provide services.** (If you do not, you may lose access to the BR data if one of your client's leaves SVVAR or ceases to participate in the BR program.)

Mandatory and recommended disclosures

The rules and regulations require certain mandatory disclosures. See Section 7 of this document for suggested forms for the disclosures.

DATA UPDATE PROCESS IN GENERAL

FTP or RETS access

The data for Broker Reciprocity resides on an FTP or RETS server maintained by Rapattoni Corporation, the vendor for SVVAR MLS. Access to this FTP or RETS server is via the Internet with a user ID and password.

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Appendix A – Broker ReciprocitySM logo use license and guidelines

On the following page is the official Broker ReciprocitySM logo use policy and license. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

SUMMARY OF POLICY PROVISIONS:

This summary examines the official policy section-by-section.

Intro: BRSs can use the BR service mark/logo (the “Logo”). This policy only controls the use of the Logo (not real estate firm logos, etc.).

You have to be an MLS subscriber and a BRS to use the Logo.

You can’t modify the Logo without SVVAR’ permission.

You have to show SVVAR how you’re using the Logo if we ask.

SVVAR is the owner of the Logo – period.

You have to be doing business legally and in compliance with SVVAR rules to use the Logo.

If we’re sued because of your use of the Logo, you reimburse us for defense costs and damages.

If you stop being a BRS or MLS subscriber, or if we tell you you’re violating this policy, you must immediately stop using the Logo.

If you aren’t authorized to use the Logo any more, SVVAR can require that you recall and destroy any materials on which the Logo appears.

If you aren’t authorized to use the Logo any more, you can’t adopt another logo for yourself that’s confusingly similar to the Logo. (If you want to know what confusingly similar is, talk to your lawyer.)

If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs. You agree that we can get an injunction against you, if necessary.

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SVVAR Policy Statement

USE OF BROKER RECIPROCITY LOGO/MARK

The SVVAR Broker Reciprocity logo/service mark (the “Mark”) is a service mark owned by Regional Multiple Listing Service of Minnesota, Inc. and available for use to the Sedona Verde Valley Association of REALTORS® per a signed licensing agreement. SVVAR has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant (“Subscriber”) in the SVVAR Broker Reciprocity Program (the “Program”) and each member of SVVAR understands and agrees that a Subscriber, and only a Subscriber, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by Subscribers who are in good standing under the Program guidelines as published and amended from time to time by SVVAR.
2. The Mark shall be used only in the exact form authorized by SVVAR, without any alteration, addition, deletion or other modification in design or color. SVVAR will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
3. The Subscriber shall from time to time, upon request of SVVAR, provide SVVAR with samples of materials bearing the Mark to verify proper use of the Mark.
4. SVVAR is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.
5. The Subscriber shall comply with all bylaws and rules and regulations of SVVAR, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Mark is used.
6. The Subscriber shall indemnify, defend and hold SVVAR harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys’ fees) arising out of or relating to any claims or suits which may be brought or made against SVVAR by reason of the Subscriber’s use of the Mark.

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7. The Subscriber's right to use the Mark shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of SVVAR, or upon written notice by SVVAR in the event the Subscriber shall violate any provision of this Policy Statement.

8. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall immediately discontinue all use of the Mark. SVVAR may demand that the Subscriber recall and destroy goods and marketing materials bearing the Mark. SVVAR reserves the right to inform its members and the public that the Subscriber is no longer entitled to use the Mark.

9. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.

10. SVVAR shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the Subscriber. In addition, in the event of any violation of this Policy Statement, SVVAR shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

Appendix B – Broker ReciprocitySM fields

Property Types include: RS for Residential, BU for Business Opportunity/Business with Real Estate, CM for Commercial/Multi-Family/Industrial, VL for Vacant Land, and TS for Timeshare.

Field Name	Property Type	Parking	RS, CM,
Listing Number	RS, BU, CM, VL, TS	Field Name	Property Type
Listing Subtype	RS, BU, CM, VL	Road	RS, CM, VL
Listing Office Name	RS, BU, CM, VL, TS	Roof Materials	RS, BU, CM
Listing Agent Name	RS, BU, CM, VL, TS	Source of Sq. Foot.	RS, BU, CM, TS
List Date	RS, BU, CM, VL, TS	Style Architecture	RS
List Price	RS, BU, CM, VL, TS	Sewage	RS, BU, CM, VL
City	RS, BU, CM, VL, TS	Utilities Installed	RS, BU, CM, VL
Zip Code	RS, BU, CM, VL, TS	Views	RS, BU, VL
County	RS, BU, CM, VL	Windows	RS
Year Built	RS, BU, CM	Window Coverings	RS
# of Bedrooms	RS, BU, TS	Water Heater	RS, CM
# of Bathrooms	RS, BU, TS	Business Type	BU
Acreage	RS, BU, CM, VL	General Lease Info	BU
Square Footage	RS, BU, CM, TS	Info on File	BU
Taxes (Amount)	RS, BU, CM, VL	Management	BU
Tax Year	RS, BU, CM, VL	Sale Includes	BU
Appliances	RS	Tenant Pays	BU
Buildings	RS, VL	Commercial Amen.	CM
Basement	RS	Management	CM
Cooling	RS, BU, CM,	Type Building	CM
Construction	RS, BU, CM,	Bathrooms	CM
Dining Room Feat.	RS	Fence	VL
External Amenities	RS, BU, CM	Lot Improvements	VL
Floors	RS, CM	Road Access	VL
Flood Zone	RS, BU, VL	Restrictions	VL
Foundation	RS	Topography	VL
Fireplace	RS	Utilities Available	VL
Floor Plan	RS	Current Year	TS
Handicap Features	RS	Features	TS
Assoc. Fees	RS, VL	Miscellaneous	TS
Homeowners Warr.	RS	Ownership	TS
Heating	RS, BU, CM,	Type of Ownership	TS
Internal Amenities	RS, BU, CM		
Irrigation	RS, VL		
Kitchen Features	RS		
Location	RS, VL, TS		
Living Room Feat.	RS		
Levels	RS		
Master Bedroom	RS		
Mobile Home Type	RS		
Other Rooms	RS		
Pet Privileges	RS, VL		

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FORM: Adding/Dropping Broker ReciprocitySM

This form permits you to opt in or out of the Broker ReciprocitySM program. If you opt in, you are considered a Broker ReciprocitySM Subscriber (BRS). Becoming a BRS does not cost you anything, and it does not require you to do anything else. It is only if you wish to display BR Data on your web site that you need to take any further steps. **This form must be filled out completely and signed by the Designated Broker for your office. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to: Sedona Verde Valley Association of REALTORS®, ("SVVAR") at 55 Sinagua Drive, Sedona, AZ 86336, Fax: 928-282-3559.

Firm Name: _____ Firm MLS ID: _____

Designated Broker: _____ Broker MLS ID: _____

E-mail address: _____

(If you are becoming a BRS, you **must** supply an e-mail address here. This address will be SVVAR's primary means of communicating with you about BR developments.)

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Should this form apply to any other offices of your firm? If so attach a separate page with a list of the offices to which this form should apply.

CHECK ONE OF THESE TWO BOXES. By so doing, you are agreeing to the understandings indicated next to it.

MY FIRM IS A BROKER RECIPROCITYSM SUBSCRIBER. I understand that I am hereby giving every other Broker ReciprocitySM Subscriber in SVVAR permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of SVVAR. Other BRSs are not obliged to display my listings. I authorize SVVAR to distribute my active listing data to other Broker ReciprocitySM Subscribers pursuant to its Rules and policies.

MY FIRM IS NOT A BROKER RECIPROCITYSM SUBSCRIBER. I understand that this means that other Broker ReciprocitySM Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Broker ReciprocitySM program of SVVAR. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the Designated Broker for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above (if any).

Signature: _____

CONTRACT:

Access to Broker ReciprocitySM data feed

Note: This form is a legally binding contract between you and SVVAR. Simultaneously or prior to submitting this form/contract, you must become a Broker Reciprocity Subscriber (BRS). **This form/contract must be filled out completely and signed by an owner of your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to SVVAR at 55 Sinagua Drive, Sedona, AZ 86336, Fax: 928-282-3559. SVVAR will sign the form/contract and return a copy to you with information on how to access the data feed.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Sedona Verde Valley Association of REALTORS®, Inc. ("**SVVAR**"), 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 SVVAR wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in SVVAR. 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.

Affiliated Association: Any association or board of REALTORS® that purchases Multiple Listing Services from SVVAR MLS for resale to its members.

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. SVVAR and SVVAR MLS own 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 SVVAR, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by SVVAR.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Sedona Verde Valley Association of REALTORS® Multiple Listing Service from SVVAR 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 and Affiliated Associations, entered into the MLS Program by Subscribers, the Affiliated Associations, and SVVAR. SVVAR owns the Subscriber Data.

SVVAR'S OBLIGATIONS

4. During the term of this Agreement, SVVAR 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, SVVAR agrees to provide to Firm and its Consultants:
 - a. access to the BR Data via the Internet using File Transfer Protocol ("**FTP**"), under the same terms and conditions SVVAR offers to other Subscribers;
 - b. seven (7) days' advance notice of changes to the file and record formats of the BR Data; and
 - c. seven (7) days' advance notice of changes to the Rules.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges SVVAR's ownership of the copyrights in 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 SVVAR notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that SVVAR may seek cure from the Consultants, or any one of them.
11. Firm shall notify SVVAR within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

12. If SVVAR notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, SVVAR may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with SVVAR and act immediately upon notification by SVVAR of an uncured breach by Firm.

13. Each Consultant acknowledges SVVAR's ownership of the copyrights in the Subscriber Data and the BR Data.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify SVVAR 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 SVVAR MLS and SVVAR or designated "confidential" by SVVAR MLS and SVVAR 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 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 SVVAR obtains from any third party that SVVAR treats as proprietary or designates as Confidential Information, whether or not owned or developed by SVVAR.
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 SVVAR, to the extent of such consent;
 - d. becomes known to the Receiving Party from a source other than SVVAR 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 SVVAR; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to SVVAR prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with SVVAR or with the third parties in whom title existed prior to this Agreement or prior to disclosure by SVVAR.
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 SVVAR 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 SVVAR. If SVVAR 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 SVVAR's prior written consent. In the event SVVAR 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 SVVAR, the Receiving Party will return to SVVAR all Confidential Information and all other materials provided by SVVAR 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 SVVAR, an officer of the Receiving Party will certify in writing that all materials have been returned to SVVAR 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 "SVVAR Information and Signature Page" below. SVVAR 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. SVVAR's notice to Firm that this Agreement is terminated.
 - b. Firm's notice to SVVAR that it no longer intends to display BR Data on its web site.
 - c. Termination of Firm's privileges as a Subscriber either by SVVAR or the Affiliated Association from which Firm purchases 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. **SVVAR's Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that SVVAR 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 SVVAR for a breach. SVVAR 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 SVVAR.

27. **Attorney's fees.** If SVVAR 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 SVVAR's reasonable attorney's fees and costs for such legal action.
28. **Limitation of Liability.** SVVAR'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 SVVAR, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. SVVAR shall not be liable for any incidental or consequential damages under any circumstances, even if SVVAR has been advised of the possibility of such damages. SVVAR 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 SVVAR.
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 Arizona.

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