

Agreement for Broker/Agent Website Use of MLS Listing Data

This Agreement is entered into between Tucson Association of REALTORS® Multiple Listing Service, Inc. D.B.A. MLS of Southern Arizona (MLSSAZ) and

_____, Designated Broker of
(Designated Broker)

_____,
(Office)

and _____,
(Agent, if applicable).

- 1 **General Provisions:** This Agreement addresses Broker/Agent use of MLSSAZ Listing Data for publication on Internet websites. Any Broker or Agent (“Agent” includes Associate Broker) who desires to place MLSSAZ listing data from other Brokers’ listings on their website (hereinafter referred to as MLSSAZ listing data), must enter into this Agreement with MLSSAZ. A separate agreement is required for each Internet Address (URL) on which the MLSSAZ listing data will appear. For Broker or Company based websites, only the Designated Broker must complete this Agreement. For Agent websites both the Agent and that Agent’s Designated Broker must complete this agreement. If the Agent moves from one Designated Broker to another, or becomes a Designated Broker, a new Agreement must be completed.
- 2 **Data Ownership and Use:** All data obtained from the MLS System is federally copyrighted and remains the property of MLSSAZ. MLSSAZ data is provided solely for publication on the Internet as a tool for consumers to search and view properties available for sale, which have been listed with MLSSAZ members. Utilizing the listing data for any purpose not outlined in this Agreement is not permitted and violates the copyright held by MLSSAZ.
- 3 **Violation of Agreement:** Any violation of this agreement can result in immediate revocation of authorization to publish MLSSAZ listing data on the Broker/Agent website as well as any other penalties specified in the MLS Rules and Regulations. In addition to the terms of this Agreement, Broker/Agent use of MLSSAZ listing data is subject to MLSSAZ Rules and Regulations. As always, knowledge of and compliance with MLSSAZ Rules and Regulations is the responsibility of the Broker and Agent (if applicable).
- 4 **Listings Authorized to be Displayed:** Only those listings which indicate an Advertising Option Feature stating that the listing is available for ALL Internet Websites and/or Other Brokerage Company and Agent Websites shall be downloaded and used on Broker/Agent websites.
- 5 **Website Appearance and Control:** For ALL websites publishing MLSSAZ listing data pursuant to this Agreement, Designated Broker approval and oversight is required. Responsibility for meeting the terms of this Agreement as well as the MLS Rules & Regulations and Bylaws falls upon both the Designated Broker and Agent (if applicable). The Designated Broker and Agent (if applicable) signing this agreement shall be responsible for making sure the site adheres to all relevant federal, state, and local laws and regulations, including, but not limited to, the regulations of the Arizona Department of Real Estate, and the Federal Fair Housing Act. **Any consultant(s) contracted to maintain the Broker’s or Agent’s website must acknowledge and sign this agreement.**
- 6 **Information:** MLSSAZ listing data that appears on a website shall not be modified and may not contain any more information than is contained in the approved downloadable fields list. **Listing Office Name must be displayed on all listings.**

- 7 **Display Requirements:** The Broker/Agent website “search screen” shall contain the unaltered “MLSSAZ Data Banner” in a clear and conspicuous manner. The graphic file for the banner is available from the MLSSAZ office.
- 8 **Site Scraping:** The Designated Broker and Agent (if applicable) must take all reasonable precautions to prevent other sites from copying the MLSSAZ listing data (“site scraping”) from the Broker/Agent’s website. Furthermore, the Broker and Agent (if applicable) must take reasonable action to stop known unapproved use of MLSSAZ information, including but not limited to blocking the IP address of the offending site.
- 9 **Updating:** The MLSSAZ listing information used by Broker/Agent must be updated as specified in the MLSSAZ Rules and Regulations.
- 10 **Disclaimer:** The MLSSAZ disclaimer “All information deemed reliable, but not guaranteed” must appear on any page viewed or printed which contains MLSSAZ listing data.
- 11 **Warranty:** MLSSAZ DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR ONGOING AVAILABILITY OF THE DATA OBTAINED FROM THE MLSSAZ COMPUTER SYSTEM. Designated Broker and Agent (if applicable) shall indemnify and hold MLSSAZ harmless, as well as waive any claim against MLSSAZ for their access or inability to access the MLSSAZ Computer System or specific data. The parties acknowledge that, by reason of the complexity of the equipment involved, there may be periods of time during which the computer equipment involved may not be capable of transmitting data. There may also be incompatibilities between the Broker/Agent’s hardware and/or software and MLSSAZ hardware and/or software that affects access to the MLSSAZ Computer System. MLSSAZ has NOT made and does NOT make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, fitness, suitability, or merchantability of access to the MLSSAZ system and any accompanying software.
- 12 **Internet Address (URL):** The Internet Address (URL) used for the Broker/Agent Website will be:

http://_____

Agreed to:

Designated Broker (Required for all websites)

Signature: _____ Date: _____

Print Name: _____

Broker/Agent (Required for agent websites only)

Signature: _____ Date: _____

Print Name: _____

Vendor/Service Provider Information and Signature

Vendor/Service Provider acknowledges that I am the IDX vendor/developer for the MLSSAZ member stated above. Vendor/Service Provider agrees to adhere to the MLSSAZ Rules and Regulations which may be updated from time to time.

Company Name: _____

E-mail address: _____

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

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Entered into on behalf of Vendor/Service Provider by:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Approved by MLSSAZ:

Signature: _____ Title: _____ Date: _____