



 **Broker<sup>SM</sup>  
Reciprocity**  
**Information & Technical  
Documentation**

Revised June 2009.

For the most recent version of this document, please check Regional MLS's web site at [www.northstarmls.com](http://www.northstarmls.com), click on the Broker Reciprocity<sup>SM</sup> tab from the home page.

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# 1 Executive summary

## WHAT IS BROKER RECIPROCITY<sup>SM</sup>?

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 Reciprocity<sup>SM</sup> 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 BR database without even having your own web site.

Regional MLS is committed to: 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.

## 2 Quick start: 2 steps to Broker Reciprocity<sup>SM</sup>

### STEP 1: BECOMING A BROKER RECIPROCITY<sup>SM</sup> SUBSCRIBER (BRS)

Being a BRS means that you give all other BRSs permission to advertise your active listings on their web sites according to the Broker Reciprocity<sup>SM</sup> Rules and Regulations. In so doing, you obtain permission from all other BRSs to display their active listings. **You do not need to take any action to become a BRS.** If you are a participant in RMLS, you were automatically signed up. **If you don't want to participate, you may update your preferences in Home Base or request your association to enter the update.**

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

You don't have to have a web site to be a BRS, although having one does allow you to take maximum advantage of the program. To put Broker Reciprocity<sup>SM</sup> data on your web site, you need to take four steps:

1. Sign RMLS's "Data Access Request Form" contract (page 19).
2. Build a web site (see Section 6 for advice).
3. Incorporate BR data into your web site. Much of this document is devoted to this part.
4. Follow the BR Rules and Regulations and the policy statements in this document and the associated Technical Documentation.

## 3 Fees and Access

**There is no fee to be a BRS or to receive a data feed from RMLS provided through an FTP (File Transfer Protocol) directory.**

The alternative to the ftp feed is accessing the data through the RMLS RETS (Real Estate Transaction Standard) server. The advantage to RETS is that the data is updated continuously throughout the day, whereas the FTP download is updated only once per day. RETS may be used to provide more up-to-date websites for NorthstarMLS subscribers or to populate third party software that is marketed and sold to NorthstarMLS subscribers. The cost to access the NorthstarMLS RETS server is \$200 per month after the initial payments of a \$1000 development fee and a \$500 start-up fee. Support provided by RMLS staff to resolve issues not related to a RETS upgrade is billed at \$150/hr.

RMLS management has been directed to adjust the RETS fees to ensure that all direct and indirect costs to RMLS for maintaining these services are reimbursed by those using them, but also ensuring that fees from these services do not subsidize RMLS's broader customer base.

## 4 Rules and Regulations

To the extent that this document supplements RMLS's Rules and Regulations relating to Broker Reciprocity<sup>SM</sup>, it is a statement of RMLS's policy regarding such matters. Rules and regulations: Sections 1.2, 12, and 13 of RMLS's Rules and Regulations contain provisions relating to BR. RMLS Rules and Regulations are available at [www.northstarMLS.com](http://www.northstarMLS.com) under the Rules and Regulations tab.

## 5 Technical overview

An FTP site has been designed to provide access to the Broker Reciprocity<sup>SM</sup> Data for BRs. FTP (File Transfer Protocol) is the method used by a client computer to download a file from a host. To use the FTP site, you will need an ID and password assigned by RMLS. To initiate FTP access, fill out and send to RMLS the Data Access Request Form. RMLS will verify the necessary information and send you the ID, password, and an FTP address (URL). To access the data via the RETS server, the RETS Access Agreement must be completed. It may be printed from [www.northstarmls.com](http://www.northstarmls.com) under the Broker Reciprocity tab.

## 6 How to get maximum advantage from Broker Reciprocity

### 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 consider building your own BR web site. Refer to Section 10 – Technical Implementation Guide.

### 6.2 Working with a Web designer:

Many brokers do not possess the resources or staff required to perform the tasks identified in the Technical Documentation. A web site design and maintenance firm can use the instructions provided in this Technical Documentation to build a web site for you according to your specifications. There are many companies that have developed a wide range of BR solutions. The cost will vary by web design firm and the amount of customization and services included.

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

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 Reciprocity<sup>SM</sup> 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.

#### **What is the set up costs for the web site?**

**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 Reciprocity<sup>SM</sup> site with my existing web site?** You may already have a web site and a designer and you may just want to incorporate the BR piece into that existing site. If you want to keep your existing designer, have him/her contact other designers who have BR experience and help you select one who is best for you.

**What are the maintenance costs and how frequently are they due?**

**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 and evaluate the site performance as it relates to search speed and display returns.

**Does the maintenance fee include periodic changes to your site?**

**Does the maintenance fee include access to statistics about who is visiting your web site and when?**

**What is the cost for additional work and features? .**

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

**Will you own the domain name?**

**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 most likely 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?

**How soon after you sign a contract will your web site be up?**

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

**Encourage the designer to contact RMLS.** You may encourage the vendor to contact RMLS to talk about what’s entailed in a Broker Reciprocity<sup>SM</sup> 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.

**7.1.1 Explanation of data source:** Under Section 12.g of RMLS’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 RMLS-approved logo for Broker Reciprocity<sup>SM</sup> will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Broker Reciprocity<sup>SM</sup> Program of the RMultiple Listing Service of Minnesota, Inc. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the Broker Reciprocity<sup>SM</sup> logo or the Broker Reciprocity<sup>SM</sup> 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 12.m. of RMLS'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 12.k. of RMLS's Rules and Regulations (see Section 4 above), your web site must display RMLS's copyright notice on any detailed listing data of another BRS. **This notice must appear exactly as in one of these two options:**

Option A: "Copyright nnnn Regional Multiple Listing Service of Minnesota, Inc. All rights reserved." [Where nnnn is the current year.]

Option B: "© nnnn Regional Multiple Listing Service of Minnesota, Inc. All rights reserved." [Where nnnn is the current year.] Note, you 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, you should 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, they will note discrepancies between BRS web sites. A disclosure might look like either of these:

"[Your firm's name here] participates in Regional MLS's Broker Reciprocity<sup>SM</sup> program, allowing us to display other broker's listings on our site. However, [firm name] displays only [listings in Hennepin County][only condominium listings][exceptional properties (with list prices above \$500,000)]."

"[Your firm name] does not display the entire Regional MLS Broker Reciprocity<sup>SM</sup> 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, RMLS 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 Minnesota Commerce Department 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 Monday, the property will show as available on your site for five days during which it is not available. It is unclear whether this would be a violation of Commerce Department regulations; in order to be safe, however, RMLS recommends that you disclose to consumers the frequency of data updates. For example:

On the data search page: "This data is updated weekly on Saturday nights. 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)

### CAN AGENTS HAVE BR WEB SITES?

Since the introduction of Broker Reciprocity<sup>SM</sup>, 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 BR web site:

1. The agent's brokerage firm must be contributing its listings to the program.
2. The agent's brokerage firm must have a BR web site of its own.
3. The agent may "co-brand" the web site so that she shares branding with her broker.
4. The agent must have the brokerage's permission to maintain an agent web site.
5. 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.

If you have questions about how to co-brand a BR web site with a brokerage web site, please contact RMLS, 651-251-5456 or [mlshelp@NorthstarMLS.com](mailto:mlshelp@NorthstarMLS.com).

**SHOULD I CONTINUE TO SEND MY LISTINGS TO OTHER WEB SITES LIKE THE NEWSPAPERS AND REALTOR.COM?** That's a business decision you have to make for yourself. Some brokers feel their listing data is being used by third party web sites to draw consumers away from the brokerage community. Others feel that the exposure available from such web sites is well worth any purported loss of control of the data. You should examine this situation carefully and decide for yourself.

**WHAT HAPPENS IF SOMEONE ABUSES BR?** RMLS will monitor brokers who develop web sites using the BR Data. It will also monitor other real estate web sites. If RMLS 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 RMLS.

**WHY WOULD I WANT TO ALLOW OTHER BROKERS TO DISPLAY MY LISTINGS ON THEIR WEB SITES?** 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 (i.e. the most data). If you don't want your listings on the Internet at all, then you don't want to participate in Broker Reciprocity<sup>SM</sup>. 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? If you don't, your sellers will want to know why your listings do not show up on Broker Reciprocity<sup>SM</sup> web sites when the listings of other brokers do.

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

**HOW MUCH WILL IT COST?** There is no cost for simply participating in Broker Reciprocity<sup>SM</sup>. The cost to you of creating a Broker Reciprocity Web site depends on the vendor you choose.

**WILL THIS ALLOW BIG BROKERS TO HAVE MORE SUCCESSFUL WEB SITES? WILL THIS MAKE LITTLE BROKERS LOOK LIKE BIG BROKERS?** Brokers will get out of Broker Reciprocity<sup>SM</sup> whatever they put into it. 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. BR is designed to make *all* broker sites more attractive to consumers. What you make with them is up to you.

**WILL CONSUMERS CALL THE LISTING AGENT ON LISTINGS BELONGING TO OTHER BRSS?** The listing firm's name has to appear on any detailed display of data for listings that don't belong to you. You cannot display the listing agent's name. (This isn't true with regard to your own listings. See the question below about agent links.) An interested consumer could call the other brokerage and ask which agent has the property listed in order to reach him or her.

**WHAT DATA WILL CONSUMERS SEE? WHAT PROPERTY TYPES, STATUSES, DATA ELEMENTS, ETC.?** BRSSs may only display active listings. They may display any or all of RMLS's four property types. They may display only the data fields that appear in Appendix B. Note that BRSSs may display ALL information relating to their own listings. Sold properties may be displayed only for 2 years, and a much smaller subset of the data may be displayed (See Sold Content Delivery & Display)

**WHAT IF AGENTS FROM ANOTHER OFFICE ADVERTISE MY LISTINGS AS THEIR OWN?** This would be a violation of the RMLS Rules. Such an act would also violate the Code of Ethics and state real estate law.

**CAN THE CONSUMER LINK DIRECTLY TO THE LISTING AGENT'S E-MAIL?** 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 her agents. A BRS cannot display agent information on the listings of other BRSSs.

**WHAT KIND OF ADVERTISING FOR OTHER SERVICES OR COMPANIES CAN BROKERS HAVE ON THEIR WEB SITES WITH BR DATA?** Anything that will not violate RMLS's rules, law, or the Code of Ethics may be displayed. This means 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 RMLS 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?** RMLS is providing the greatest flexibility so you can compete in a complex industry. You must decide what your own business strategy is and whether Broker Reciprocity<sup>SM</sup> and a web site with BR Data would support that strategy.

## 9 Technical implementation guide

### OVERVIEW

**PURPOSE OF THIS SECTION:** This Technical Guide is designed for the technical advisors and contractors of brokers participating in RMLS, so that they may incorporate the Broker Reciprocity<sup>SM</sup> (BR) 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 RMLS and the BR program, which you are assisting in developing a web site. **To the extent that this section supplements RMLS's Rules and Regulations relating to BR, it is a statement of RMLS's policy regarding such matters.**

**DEFINITIONS AND PURPOSE OF BROKER RECIPROCIITY<sup>SM</sup>:** "Broker Reciprocity<sup>SM</sup>" (BR) 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 BRS' except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. (RMLS Rules and Regulations, Section 1.2.) The goal of the BR program is to permit participants in the RMLS, i.e., real estate brokers, to display the most complete set of data regarding listings for sale on their own web sites.

**OPTING INTO BROKER RECIPROCIITY:** Your client is assumed be a BRS unless the Head Broker has indicated nonparticipation in the program on the NorthstarMLS system. There is no charge for a broker to become a BRS. Your client must continue to participate in the BR Program in order for you to continue accessing MLS data. If RMLS determines that your client has chosen to opt out of the program your data feed will be terminated.

**GETTING A DATA FEED:** Any BRS may display all or any portion of the BR Database<sup>SM</sup> on its own web site, provided it:

- signs the required agreement with RMLS for every URL address;
- participates in the BR program; and,
- abides by the RMLS Rules and Regulations relating to BR as well as policy statements promulgated by RMLS.

**LIMITATIONS ON USE:** 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; RMLS 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 RMLS 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 your client is a BRS. The most recent version of this document is always available on RMLS's web site, [www.northstarmls.com](http://www.northstarmls.com).

**ACCESS METHOD:** Data Access is provided by RMLS for BRs to retrieve the BR Database via FTP or RETS. This is described more fully below. Access via either method must first seek approval from RMLS. .

**RULES AND REGULATIONS:** Sections 1.2, 12, and 13 of RMLS' Rules and Regulations contain provisions relating to BR. Your client will be held responsible for any failure on your part to comply with those rules; RMLS therefore suggests very strongly that you review them before building your client's site.

**CONTRACTS:** Before you will be permitted to display data on any web site, you must sign a contract with your client and RMLS. See the CONTRACT at the end of this document for details. **You must sign such a contract for each URL address that displays RMLS data.** (If you do not, you may lose access to the data if one of your client's leaves RMLS or ceases to participate in the BR program.)

**MANDATORY AND RECOMMENDED DISCLOSURES:** The rules and regulations require certain mandatory disclosures (See section 8).

## DATA UPDATE PROCESS IN GENERAL

**FTP ACCESS:** The data for BR resides on an FTP server maintained by RMLS. Access to this FTP server is with a user ID and password. The principal directory with which you will work is called Broker. You will also have access to directory AGENTOFFICE. You have list access to several other directories, but no read access. Broker contains four other directories: Data, BRPhotosAll, BRPhotosDaily and BRPhotosZips. DATA contains a file called LISTINGmmddyyyy.LOG (where "mmddyyyy" is the date of the file). This is the listing data table. It is completely replaced every night. The file size is approximately 0.5K per listing record. The number of listing records varies, but can be as high as 14,000. The BRPHOTOSALL contains a large number of JPEG files which constitute all available photo images corresponding to the listings in the DATA directory. The BRPhotosDaily directory contains several directories of only new and changed images for the dates indicated in the directory names. This allows you to download all the photos periodically and update only new and changed ones at other times. BRPhotosZips contain .zip files of all the photos broken out by last MLS number categorized by last two digits of MLS number. There is also a Brphotozip/daily directory that has a daily zip file of the photos for that day. The AGENTOFFICE directory contains two files, AGENTmmddyyyy.LOG and OFFICEmmddyyyy.LOG (where "mmddyyyy" in each is the date of the file). These files contain information about the agents and offices participating in RMLS. They are associated with the LISTINGmmddyyyy.LOG file by unique identifiers (more on those below).

## DATA STRUCTURE IN GENERAL

**LISTING DATA:** RMLS maintains four different listing databases, each corresponding to a different type of real property. There is a database for single-family homes, for multi-family homes, for vacant land, and one for commercial property. The LISTINGmmddyyyy.LOG table combines all four of these databases into one. This offers the advantage of having one table to work with. It offers a disadvantage in that fields applicable to one property type will be empty on records relating to properties of the other three types.

Each record has a unique identifying number or listing number. Each record is associated with a unique listing agent and listing office via the LAG (listing agent) and LO (listing office) fields. In

order to assist you, RMLS has provided the file RMLS Cross Ref for BR fields.xls in the MISC folder at the Broker Reciprocity download site. For each field code in the download you will find a corresponding field name, list of property types in which the field occurs, code for each field option, and descriptive label of each field option.

Following is a line from the RMLS Cross Reference document:

FldCode	FieldName	PropType	Code	Descr
ACC	Accessible	Res Mul Com	NOSTA	No Stairs

ACC is the field code, Accessible (handicap accessible) is the field name and it occurs in the Residential, Multi Family and Commercial property types. A code for one of the field's options is NOSTA which stands for No Stairs.

**OFFICEmmddyyy.LOG:** There is one office data table. This table will give you data about each office participating in MLS. The LO field in each listing record relates that listing record to an office through the OfficeID field in the OFFICEmmddyyy.LOG table. The OfficeID field in each record in the agent table (see below) relates that agent to a single office record through the OfficeID field in the OFFICEmmddyyy.LOG table.

Branch offices: Many real estate firms have more than one office. You should find out from your client all the OfficeID numbers for offices in her firm. This way, if your client's web site will give special treatment to her own listings, you'll be sure to know which listings those are.

**AGENTmmddyyy.LOG:** There is one agent data table. This table will give you data about each agent working with a broker in the OFFICEmmddyyy.LOG table. The LAG field in each listing record relates that listing record to an agent through the LoginID field in the AGENTmmddyyy.LOG table. The OfficeID field in each record in the agent table relates that agent to a single office record through the OfficeID field in the OFFICEmmddyyy.LOG table.

Limitation on display of agent data: A BRS may display agent information on its web site only for listings associated with its own agents. That is, the LO field in the listing must refer to an office which is part of your client's firm.

**PHOTO DATA:** The BROKER\BRPhotosAll contains a large number of JPEG files which constitute all available photo images corresponding to the listings in the DATA directory. The files in that directory are updated each day so that all photos available for all listings in the BR Database are present there. There can be more than one photo per listing record. The BROKER\BRPhotosDaily directory contains several directories of only new and changed images for the dates indicated in the directory names. The BROKER\BRPhotosZips directory holds daily zip files. The jpegs are zipped without compression but you will notice that they download considerably faster. The BROKER\BRPhotosDaily directory is zipped daily. All jpeg zip files can be opened with any zip utility using standard settings.

Naming convention: The name of each photo file corresponds to the LN field in the LISTINGS.LOG file. The extension of most photo files is ".jpg".

Multiple photos: Some listing records have multiple photos associated with them. The first photo is called the Main Photo, and it conforms to the naming convention in the last paragraph. The second photo is called Supplement Photo One, the third is called Supplement Photo Two, etc. Supplement photos use a different naming convention: aaaaaa.\_\_n, where aaaaaa is the LN field in the listing record corresponding to the photo, and n is number of the supplement photo. For example, Supplement Photo Two on listing 1234567 would be named 1234567.\_\_2. Files named in this fashion are still JPEG files despite the different extension.

## **Appendix A – Broker Reciprocity<sup>SM</sup> logo use license and guidelines**

On the following page is the official Broker Reciprocity<sup>SM</sup> 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.

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 RMLS’ permission.

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

RMLS is the owner of the Logo – period.

You have to be doing business legally and in compliance with RMLS 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, RMLS 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.

## **REGIONAL MLS POLICY STATEMENT**

### **USE OF BROKER RECIPROCITY LOGO/MARK**

The RMLS Broker reciprocity logo/service mark (the "Mark") is a service mark owned by Regional Multiple Listing Service of Minnesota, Inc., a Minnesota corporation ("RMLS"). RMLS 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 RMLS Broker Reciprocity Program (the "Program") and each member of RMLS 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 RMLS.
2. The Mark shall be used only in the exact form authorized by RMLS, without any alteration, addition, deletion or other modification in design or color. RMLS 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 RMLS, provide RMLS with samples of materials bearing the Mark to verify proper use of the Mark.
4. RMLS 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 RMLS, 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 RMLS 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 RMLS by reason of the Subscriber's use of the Mark.
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 RMLS, or upon written notice by RMLS 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. RMLS may demand that the Subscriber recall and destroy goods and marketing materials bearing the Mark. RMLS 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. RMLS 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, RMLS 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 Reciprocity<sup>SM</sup> fields

Property Types include SFR for Single Family Residential, MFR for Multi Family Residential, LL for Lots & Land and CMU for Commercial/Mixed Use. U\_MFR, although not a property type, is a way to show that the criteria for a field displays for each unit of a Multi Family Residential property.

Field Name	Property Type		
Listing Number	SFR, MFR, LL, CMU	Bedrooms	SFR, U_MFR
House Number	SFR, MFR, LL, CMU	Bedroom 1 Level	SFR, U_MFR
Street Name	SFR, MFR, LL, CMU	Bedroom 1 Length	SFR, U_MFR
Municipality	SFR, MFR, LL, CMU	Bedroom 1 Width	SFR, U_MFR
County	SFR, MFR, LL, CMU	Bedroom 2 Level	SFR, U_MFR
State	SFR, MFR, LL, CMU	Bedroom 2 Length	SFR, U_MFR
Zip Code	SFR, MFR, LL, CMU	Bedroom 2 Width	SFR, U_MFR
Listing Price	SFR, MFR, LL, CMU	Bedroom 3 Level	SFR, U_MFR
Main Area	SFR, MFR, LL, CMU	Bedroom 3 Length	SFR, U_MFR
Map Coordinate	SFR, MFR, LL, CMU	Bedroom 3 Width	SFR, U_MFR
Map Page	SFR, MFR, LL, CMU	Bedroom 4 Level	SFR, U_MFR
School District Number	SFR, MFR, LL, CMU	Bedroom 4 Length	SFR, U_MFR
School District Phone	SFR, MFR, LL, CMU	Bedroom 4 Width	SFR, U_MFR
Development/Complex/Su bdivision Name	SFR, MFR, LL, CMU	Dining Room Characteristics	SFR, U_MFR
Unit Number	SFR	Dining Room Level	SFR, U_MFR
Common Wall	SFR	Dining Room Length	SFR, U_MFR
Construction Status	SFR, MFR	Dining Room Width	SFR, U_MFR
Ownership Type	SFR	Kitchen Level	SFR, U_MFR
Status	SFR, MFR, LL, CMU	Kitchen Length	SFR, U_MFR
Property Type	SFR, MFR, LL, CMU	Kitchen Width	SFR, U_MFR
Listing Agent #	SFR, MFR, LL, CMU	Living Room Level	SFR, U_MFR
Listing Office	SFR, MFR, LL, CMU	Living Room Length	SFR, U_MFR
Bath Characteristics	SFR, U_MFR	Living Room Width	SFR, U_MFR
Bath - Full	SFR, U_MFR	Extra Room 1 Level	SFR, U_MFR
Bath - Half	SFR, U_MFR	Extra Room 1 Length	SFR, U_MFR
Bath - Quarter	SFR, U_MFR	Extra Room 1 Width	SFR, U_MFR
Bath -Three Quarters	SFR, U_MFR	Extra Room 1 Name	SFR, U_MFR
Bath - Total	SFR, U_MFR	Extra Room 2 Level	SFR, U_MFR
		Extra Room 2 Length	SFR, U_MFR
		Extra Room 2 Width	SFR, U_MFR
		Extra Room 2 Name	SFR, U_MFR
		Extra Room 3 Level	SFR, U_MFR
		Extra Room 3 Length	SFR, U_MFR
		Extra Room 3 Width	SFR, U_MFR
		Extra Room 3 Name	SFR, U_MFR
		Extra Room 4 Level	SFR, U_MFR
		Extra Room 4 Length	SFR, U_MFR
		Extra Room 4 Width	SFR, U_MFR
		Extra Room 4 Name	SFR, U_MFR
		Family Room Characteristics	SFR, U_MFR
		Family Room Level	SFR, U_MFR
		Family Room Length	SFR, U_MFR
		Family Room Width	SFR, U_MFR

Fireplace	SFR, U_MFR	Zoning - Free Form	SFR
Fireplace Characteristics	SFR, U_MFR	Lake/Waterfront	SFR, MFR, LL, CMU
Total Rooms	U_MFR	Lake/Waterfront Name	SFR, MFR, LL, CMU
Shared Rooms	SFR, MFR, CMU	Restrictions/Covenants	SFR, LL
Style	SFR, MFR, CMU	Road Frontage	SFR, MFR, LL, CMU
CMU Style	CMU	Lot Description	SFR, MFR, LL, CMU
Architectural Style	SFR, MFR	Land Inclusions	LL
Building Finished Square Footage	MFR, CMU	Sale Includes	CMU
Above Ground Sq Footage	SFR, MFR	Current Use	CMU
Below Ground Sq Footage	SFR, MFR	On Site Utilities	LL
Finished Square Footage	SFR, U_MFR, CMU	Available Utilities	LL
Foundation Size	SFR, MFR, CMU	Improvements	LL
Basement	SFR, MFR, CMU	Front Dimensions	LL
Year Built	SFR, MFR, CMU	Left Dimensions	LL
Exterior	SFR, MFR, CMU	Right Dimensions	LL
Roof	SFR, MFR, CMU	Rear Dimensions	LL
Fuel	SFR, MFR, CMU	Lot Dimensions	SFR, MFR, CMU
Heating	SFR, MFR, CMU	Minimum Lot Size	LL
Air Conditioning	SFR, U_MFR, CMU	Lot Price	SFR
Utilities	CMU	Plat Recorded	LL
Sewer	SFR, MFR, CMU	Development Status	LL
Water	SFR, MFR, CMU	Completion Date	SFR
Appliances	SFR, U_MFR, CMU	Low Range Price	SFR
Special Search	SFR, U_MFR	High Range Price	SFR
Miscellaneous	CMU	Model Location	SFR
Accessible	SFR, MFR, CMU	Homestead	SFR, MFR, CMU
Pool	SFR, MFR, CMU	Tax Year	SFR, MFR, LL, CMU
Out Buildings	SFR, LL	Tax Amount	SFR, MFR, LL, CMU
Parking Characteristics	SFR, MFR, CMU	Tax with Assessments	SFR, MFR, LL, CMU
Garage Stalls	SFR, MFR, CMU	Assessment Balance	SFR, MFR, LL, CMU
Other Parking Spaces	SFR, U_MFR, CMU	Assessment Pending	SFR, MFR, LL, CMU
Amenities - Shared	SFR, MFR, CMU	Number of Ranges	MFR, CMU
Amenities - Unit	SFR, U_MFR, CMU	Number of Refrigerators	MFR, CMU
Second Unit	SFR	Number of Efficiencies	MFR, CMU
Fencing	SFR, LL	Number of Units	U_MFR
Topography	SFR, LL	Total Number of Units	MFR, CMU
Crop Type	SFR, LL	Number of Rooms-Unit 1	MFR, CMU
Farm Type	SFR, LL	Number of Rooms-Unit 2	MFR, CMU
Soil Type	SFR, LL	Number of Rooms-Unit 3	MFR, CMU
Fire Number	SFR, LL	Number of Units 1	CMU
# of Pasture Acres	SFR, LL	Number of Units 2	CMU
# of Wooded Acres	SFR, LL	Number of Units 3	CMU
# of Tillable acres	SFR, LL	Number of Units 4	CMU
Acres	SFR, MFR, LL, CMU	Number of Units 5	CMU
Agricultural Water	SFR, LL		
Zoning	SFR, MFR, LL, CMU		

Number of Units 6	CMU		CMU
Number of Units 7	CMU	Auction Type	SFR, MFR, LL, CMU
Monthly Rent	U_MFR	Auctioneer License #	SFR, MFR, LL, CMU
Annual Rent	U_MFR	New Development (Y/N)	SFR
Monthly Rent Unit 1	CMU	New Development # of Units	SFR
Monthly Rent Unit 2	CMU	New Development Minimum Price	SFR
Monthly Rent Unit 3	CMU	New Development Maximum Price	SFR
Monthly Rent Unit 4	CMU	Condo Garage Stall #	Condos
Monthly Rent Unit 5	CMU	Insurance Fee	SFR
Monthly Rent Unit 6	CMU	Insurance Fee Frequency	SFR
Monthly Rent Unit 7	CMU	Development (Y/N)	LL
Monthly Expenses	U_MFR	Development # of Lots	LL
Total Monthly Income	CMU	Development Min Price	LL
Miscellaneous Monthly Income	MFR, CMU	Development Max Price	LL
Miscellaneous Annual Income	MFR, CMU	Development Min Acres	LL
Annual Electric Expense	MFR, CMU	Development Max Acres	LL
Annual Fuel Expense	MFR, CMU	Insurance Fees	LL
Annual Insurance Expense	MFR, CMU	Insurance Fee Frequency	LL
Annual Maintenance Expense	MFR, CMU	Public Remarks	SFR, MFR, LL, CMU
Annual Repair Expense	MFR, CMU	Driving Directions	SFR, MFR, LL, CMU
Annual Trash Expense	MFR, CMU	Co-List Agent ID	SFR, MFR, LL, CMU
Annual Water/Sewer Expense	MFR, CMU	Open House Remarks	SFR, MFR, LL, CMU
Annual Caretaker Expense	MFR, CMU	Open House From Date	SFR, MFR, LL, CMU
Annual Gross Expense	MFR, CMU	Open House To Date	SFR, MFR, LL, CMU
Annual Gross Income	MFR, CMU	Open House Type	SFR, MFR, LL, CMU
Annual Net Income	MFR, CMU	Agent is Owner? (Y/N)	SFR, MFR, LL, CMU
Total Annual Income	CMU	Photo_comment	SFR, MFR, LL, CMU
Total Annual Expenses	MFR, CMU	Manufactured home	SFR
Total Annual Income 1	CMU	Foreclosure Status	SFR, MFR, LL, CMU
Total Annual Income 2	CMU	Lender Owned	SFR, MFR, LL, CMU
Total Annual Income 3	CMU	Potential Short Sale	SFR, MFR, LL, CMU
Total Annual Income 4	CMU		
Total Annual Income 5	CMU		
Total Annual Income 6	CMU		
Total Annual Income 7	CMU		
Association Fee	SFR, LL		
Fee Includes	SFR, LL		
Fee Frequency	SFR, LL		
Owner Occupied	MFR, CMU		
Owner Expenses	MFR, CMU		
Tenant Expenses	MFR, CMU		
Listing Date Received (May be used to identify new listings but may not be displayed to the public)	SFR, MFR, LL, CMU		
Update Date	SFR, MFR, LL, CMU		
Auction	SFR, MFR, LL,		

## **Appendix C - Broker Reciprocity Policy Addendum Sold Content Delivery and Display**

### **Delivery of Sold Content**

In addition to the active data elements (the “active content”) of RMLS’s database that are currently provided to broker-members through RMLS’s Broker Reciprocity (“BR”), RMLS will provide to BR recipients certain sold data elements (the “sold content”). The sold content will be combined with and incorporated into RMLS’s existing standard BR download, which will only be available to those broker-members who have signed a RMLS Broker Reciprocity Contract and been approved by RMLS. Sold content will be available for all property types:

- Single Family
- Multi-Family
- Lots and Land
- Commercial/Mixed Use

### **Delivery Method**

Sold data for this purpose will be delivered via RMLS’s Real Estate Transaction Standard (“RETS”) system and by file transfer protocol (“FTP”).

### **Display of Sold Content**

In addition to displaying active content on their websites, BR Members may also display sold content. BR Members may publish on their website information about all sold listings (i.e., those that have closed and have been reported as sold in RMLS’s on-line database, reflected as “Sold” or “Comp Sold” status), not including those designated “Advertising: No” when they were active. (In addition, those designated “Display Address: No” when they were active may not have their address displayed after reported as sold.) BR Members may not display TNAS, expired, cancelled or pending content on their websites.

BR Members may display only the fields listed in Attachment A for sold and comp sold listings.

**Furthermore, no BR Member shall display any sold content that is more than two years old** (although BR Members may display less than two years of sold content, at their discretion).

### **CMA or Appraisals Required Disclaimer**

BR Members may provide an on-line estimate of the value of property, but in no event may the estimate use anything other than active and sold content or be called a comparative (or competitive) market analysis, CMA or an appraisal. BR Members may call the estimate an estimate, an estimated value, an estimated property value, or similar.

All listing detail displays and market estimates must include the following disclaimer:

**This home sale information is not an appraisal, competitive or comparative market analysis, CMA or home valuation.**

Nothing in RMLS’s Data Download Policy shall be construed to prohibit a potential seller from asking a member or a subscriber from performing a comparative or market analysis off-line.

### **Other RMLS Rules Apply**

All other RMLS Rules apply to the display of sold content by BR members, including the general rules governing the republication of RMLS data and content on the Internet (see Rules Section 12). For example and without limiting the force or effect of RMLS’s other rules, republication of the sold content shall require use of RMLS’s Broker Reciprocity logo and an explanation of its meaning, and search results that identify sold listings must include a disclaimer of liability for inaccuracy in the information displayed.

## Sold Content Delivery and Display

### Fields That May Be Displayed on Sold Listings

SFR=Single Family Residential MFR=Multi-Family Residential LL=Lots & Land  
 U\_MFR=Multi-Family Residential Units Info CMU=Commercial/Mixed Use

SFR, MFR, LL, CMU	List Office Name (required)
SFR, MFR, LL, CMU	Primary Photo
SFR, MFR, LL, CMU	Street Address
SFR, MFR, LL, CMU	Municipality
SFR, MFR, LL, CMU	State
SFR, MFR, LL, CMU	Zip Code
SFR, LL	Fire Number
SFR, MFR, LL, CMU	Status
SFR, MFR, LL, CMU	Sale Price
SFR, MFR, LL, CMU	Sold Date
SFR, MFR, LL, CMU	MLS Number
SFR, MFR, LL, CMU	Property Type
SFR, MFR, LL, CMU	County
SFR, MFR, LL, CMU	MLS Area
SFR, MFR, LL, CMU	School District
SFR, MFR	Style
SFR, MFR, CMU	Year Built
SFR, U_MFR	Total Bedrooms
SFR, U_MFR	Total Bathrooms
SFR, MFR, CMU	Garage Stalls
SFR, MFR, LL, CMU	Acres
SFR, MFR, CMU	Lot Size
SFR, MFR, LL, CMU	Parcel ID Number
SFR, MFR, LL, CMU	Latitude
SFR, MFR, LL, CMU	Longitude

## CONTRACT:

### Access to RMLS data feed (page 1 of 6)

**Note: This form is a legally binding contract between you and Regional MLS.** Simultaneously or prior to submitting this form/contract, you must become a Broker Reciprocity Subscriber (BRS) to receive data for a BR web site. See Regional MLS's *Information and Technical Documentation* for further details. **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 Regional MLS at 2550 University Avenue W, Suite 259S, Saint Paul, MN 55114, Fax: 651-251-5457.

## AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Regional Multiple Listing Service of Minnesota, Inc. ("**RMLS**"), 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 RMLS wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in RMLS. 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 RMLS 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. RMLS 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 RMLS, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by RMLS.

**Subscriber:** Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from an Affiliated Association or from RMLS 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 Compass System by Subscribers, the Affiliated Associations, and RMLS. RMLS owns the Subscriber Data.

### **RMLS'S OBLIGATIONS**

4. During the term of this Agreement, RMLS 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, RMLS 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 RMLS 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 RMLS'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 RMLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that RMLS may seek cure from the Consultants, or any one of them.
11. Firm shall notify RMLS 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 RMLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, RMLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with RMLS and act immediately upon notification by RMLS of an uncured breach by Firm.
13. Each Consultant acknowledges RMLS'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 RMLS 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 RMLS or designated "confidential" by RMLS 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 RMLS obtains from any third party that RMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by RMLS.
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 RMLS, to the extent of such consent;
  - d. becomes known to the Receiving Party from a source other than RMLS 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 RMLS; or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to RMLS prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with RMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by RMLS.
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 RMLS 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 RMLS. If RMLS 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 RMLS's prior written consent. In the event RMLS 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 RMLS, the Receiving Party will return to RMLS all Confidential Information and all other materials provided by RMLS 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 RMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to RMLS 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 "RMLS Information and Signature Page" below. RMLS 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:
- RMLS's notice to Firm that this Agreement is terminated.
  - Firm's notice to RMLS that it no longer intends to display BR Data on its web site.
  - Termination of Firm's privileges as a Subscriber either by RMLS 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. **RMLS's Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that RMLS 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 RMLS for a breach. RMLS 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 RMLS.
27. **Attorney's fees.** If RMLS 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 RMLS's reasonable attorney's fees and costs for such legal action.
28. **Limitation of Liability.** RMLS'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 RMLS, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. RMLS shall not be liable for any incidental or consequential damages under any circumstances, even if RMLS has been advised of the possibility of such damages. RMLS 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 RMLS.
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 Minnesota.

**CONTRACT:**  
**Access to RMLS data feed (page 5 of 6)**

This form should be completed for every URL that displays NorthstarMLS Broker Reciprocity® Data. Please contact RMLS for assistance at 651-251-5456 or [help@northstarmls.com](mailto:help@northstarmls.com)

Date: \_\_\_\_\_

**URL Address to Display NorthstarMLS Data:** \_\_\_\_\_

Type of Site:

- Broker Website (company website)
- Agent Website (individual website)

Name of RMLS Agent or Broker Requesting and Responsible for Web Site:

\_\_\_\_\_ MLS ID # \_\_\_\_\_

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

Email: \_\_\_\_\_

Real Estate Office Name: \_\_\_\_\_ MLS Office ID \_\_\_\_\_

Designated Broker: \_\_\_\_\_ MLS Broker ID \_\_\_\_\_

URL of any existing Broker Website: \_\_\_\_\_

Office Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

**To be Completed by Designated Broker:**

If requesting Broker Reciprocity™ data for display on a broker or agent website, I affirm that my firm is a Broker Reciprocity™ subscriber (BRS). I understand that I am hereby giving every other BRS in RMLS permission to advertise my active MLS listings on its own web site, subject to the rules of RMLS. Other BRS' are not obliged to display my listings. I authorize RMLS to distribute my active listing data to other BRS' pursuant to its Rules and policies.

As an RMLS Participant, I agree to comply with RMLS Rules and Regulations relating to the NorthstarMLS data feed (Sections 1.2, 12, and 13) and to oversee compliance on the above noted URL. I understand that failure to comply with RMLS Rules may result in termination of access to NorthstarMLS data. I represent that I have authority to execute this form on behalf of the office listed above.

\_\_\_\_\_  
(Signature of Broker or Approved Broker Representative )

\_\_\_\_\_  
(Date)

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

Title: \_\_\_\_\_

**To Be Completed by the Consultant**

Consultant Contact Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

This data access request form must be submitted for every URL which displays NorthstarMLS data. By signing this agreement you are agreeing to comply with RMLS Rules and Regulations relating to the NorthstarMLS data feed (Sections 1.2, 12, and 13) and agreeing that the data will be used for no other purpose than to maintain the URL address on this form unless approved in writing by RMLS. Failure to comply with these rules will result in termination of access to NorthstarMLS data.

\_\_\_\_\_  
(Signature of Consulting Firm Representative)

\_\_\_\_\_  
(Date)

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

Title: \_\_\_\_\_

Submit completed contract to RMLS at [help@northstarmls.com](mailto:help@northstarmls.com) or fax 651-251-5457