



IDX & DATA ACCESS HANDBOOK

Participating Boards & Associations

Bedford Board of REALTORS®
Bloomington Board of REALTORS®
Elkhart County Board of REALTORS®
Kosciusko Board of REALTORS®
Lafayette Regional Association of REALTORS®
Mid-Eastern Indiana Board of REALTORS®
Northeastern Indiana Association of REALTORS®
Greater South Bend-Mishawaka Association of REALTORS®
North Central Indiana Association of REALTORS®
REALTORS® Association of Central Indiana
Southwest Indiana Association of REALTORS®
Upstate Alliance of REALTORS®
White County Association of REALTORS®
Washington County Association of REALTORS®

Indiana Regional IDX ADMINISTRATION

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GOSHEN, IN 46528
574-651-7868
idx@irmls.net

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INDIANA REGIONAL Multiple Listing Service (IRMLS) IDX & DATA ACCESS HANDBOOK

Section 1: EXECUTIVE SUMMARY

What is IDX?

IDX is an acronym for Internet Data Exchange. IDX is a policy enacted by the National Association of REALTORS® that governs how MLS Participants display MLS listing information on the Internet. IRMLS has adopted an “opt in” policy whereby Participants opt into IDX participation automatically by virtue of membership in the MLS.

What is the purpose of IDX?

The purpose of IDX is to empower MLS Participants to provide listing information to the real estate consumer via the Internet.

IRMLS is committed to the following objectives:

1. Supporting Participants and their agents who fully market their services on the Internet;
2. Supporting the brokerage community who wants to take advantage of the MLS data contributed by the Participants;
3. Supporting Participants and their agents who want to be the first contact with the consumer in the real estate transaction.

What is a Virtual Office Website? (VOW)

A Virtual Office Website gives MLS Participants the opportunity to offer online real estate brokerage services to consumers with whom the Participant has first established a Broker/Consumer relations as defined by law. The consumer has the opportunity to search listing data and complete the real estate transaction online subject to the Participant’s oversight, supervision, and accountability.

Section 2: SETTING UP AN IDX ACCOUNT or REQUESTING ACCESS TO IRMLS DATA

Step 1:

Become an IDX Subscriber

The IRMLS Regional operates under an IDX “opt in” policy. Participants who are members of a local MLS that participates in the IMRLS Regional can apply for an IDX account. Agents may apply for access with the authorization of their Participant. Any member who displays IRMLS data on their website must have an IDX account with IRMLS. This includes members who frame any site that offers a property search that uses IRMLS data. IRMLS provides access to the data through a smart frame solution or a RETS feed.

Apply for Non-IDX Data Access:

Participants, or their agents with the Participants permission, may apply for access to IRMLS data for non-IDX purposes by requesting a RETS account. An application must be completed that describes how the data will be used. The application will be reviewed by IRMLS. Upon approval, IRMLS will send the appropriate contract(s) and an invoice for service. Once the contract is approved and the payment process, IRMLS will set up a RETS account.

Step 2: How to Apply for IRMLS Data Content

Contact the IRMLS IDX staff at idx@irmls.net or call 574-651-7868. Documents are also available in the IRMLS MLS system under MLS Docs.

- a. Complete IDX/MLS Content Application (all Parties)
- b. IRMLS sends IDX Contract(s) & invoice within 72 hours.
- c. Signed contract & payment returned to IRMLS Staff
- d. IRMLS activates account & emails credentials within 48 hours.

- e. Parties must notify IRMLS once site is ready for compliance review
- f. IRMLS will conduct a compliance review and notify parties of compliance or any changes needed.

Please note: When a Consultant/Web Vendor is involved, a contract must be signed and returned to IRMLS.. **Agent applying for access must have Participants authorization. A separate contract is required for each use.*

Section 3: USER ACCESS DEFINITIONS

IDX Subscriber: An IDX Subscriber is any Participant (Managing Broker) and/or agent, with permission of the Participant/Managing Broker who receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees. IDX Subscriber includes those individuals who receive data that supports non-IDX related services such as back end office software support etc.

Data Access Subscriber: Any Participant (Managing Broker) or their agent, with permission of the Participant, may apply for access to IRMLS data for non IDX uses. IRMLS Local Boards may also request access to IRMLS data for use in products, services or solutions offered locally.

Consultant/Web Developer: An individual or company providing web hosting , web development and/or IDX solutions for IDX Subscribers. A Consultant works on behalf of the IDX subscriber and receives access to the data only by authorization by Subscriber.

Service Vendor: An individual or company who sells products and/or services to IDX Subscribers. A Service Vendor will be billed from IRMLS based on the number of data licenses needed. IRMLS does not endorse or promote Service Vendors or their products and services to IDX Subscribers.

MLS Partner: An individual or company that receives access to the MLS data to support a product or service offered by IRMLS. Access to the data is determined through a customized contractual agreement signed by all parties.

VOW: Virtual Office Websites (“VOWs”) are Internet sites operated by Brokers where the Broker establishes relationships and work with clients and customers on the Internet in ways similar to the way real estate professionals interact with clients and customers in a “brick and mortar” environment. A consumer accessing VOWs can search and view listing data after registering and providing his/her name and a valid email address, and accepting certain Terms of Use.

Section 4: TYPES OF DATA ACCESS & ASSOCIATED FEES

IRMLS offers 2 primary data delivery methods; Smart Framing and RETS (Real Estate Transaction Standard) access.

Smart Framing Solutions

IRMLS offers 2 different smart frame solutions, Paragon Smart Framing and rDesk. Both solutions are set up in compliance with IDX rules. The Smart Frame links are incorporated into a website to provide the public with a real time listing search. Both solutions offer limited customization. Framing of a commercial or association property search site also qualifies as “framing” and the member must activate an IDX account. A signed contract and payment of applicable fees apply to all IRMLS members who offer a property search framing solution on their site. All sites must be in compliance with IDX rules including the sites that frame.

FEES: \$50.00 non-refundable set-up fee
\$100.00 annual fee pro-rated quarterly
All fees payable with contract.

RETS Access/RESO Compliant Data

RETS (Real Estate Transaction Standard) is a standardized language used by the Real Estate Industry. IRMLS offers access to the MLS listing content using a dedicated RETS server or through the “PIC” that offers the limited RESO compliant data. These methods of delivery allow the subscriber to create a customized and unique search experience. RETS/RESO Compliant data usually requires the use of a Web Designer/Consultant who is familiar with these standards. Both queries are limited to 5000 records per timed download between the hours of 7 AM and 7 PM. Note: Neither IRMLS, or its MLS Vendor, are able to provide support or technical assistance related to using these standards. IRMLS is responsible for account set up and activation, compliance and ensuring access to the server. Fees are listed below based on type of access.

Additional RETS Account Fees: Beginning January 1, 2017, Members will be charged a \$250.00 set up fee and \$250.00 annual for their first RETS feed. Members who apply for additional RETS accounts will be charged \$100.00 annually for each additional feed and no set up fee, provided the vendor is all ready in the IRMLS system. Members who use a vendor without an existing IRMLS account will be charged a \$250.00 set up fee and \$100.00 annually. The additional RETS feeds qualify for a reduced price provided customization is not needed.

RETS FEES: **IDX & Data Access Subscribers** (Participants or agents with Participant’s permission)
\$250.00 non-refundable Set-up Fee
\$250.00 Annual Fee pro-rated quarterly (per access).

Additional RETS Feeds: \$100.00 Annual Fee per qualified Feed. *Vows not included

FEES: **Service Vendor**
\$250.00 non-refundable Set-up Fee
\$1,000.00 Annual Fee 1 to 25 accounts
\$2,000.00 Annual Fee 26 + accounts

Service Vendors are required to submit account verification to IRMLS quarterly or upon request. The list of accounts can be emailed to Julie@irmls.net or idx@irmls.net.

Account Change Fees

IRMLS charges \$25.00 to process change requests.

RETS/RESO Vendor Change	\$25.00 Change Fee Only*
Account Change from Smart Framing to RETS	\$25.00 CF + the difference in the annual fee*
Account Change from RETS to Smart Framing	\$25.00 CF – NO Refunds - unused monies can be applied to Smart Framing annual fee for 1 year.
Server change RETS to RESO Compliant PIC	\$50.00 fee

*\$250 setup fee required for accounts with NEW Vendors.

Terms of Payment

- Contract and fees must be received before account activation. Annual fee is pro-rated based on Mar 1 billing date.
- No refunds will be issued once service is activated.
- Annual fees will be billed and emailed on (or about) February 1st of each year. Subscribers have 30 days to pay the fee. IRMLS accepts check or credit card. Checks made payable to IRMLS – mail to IRMLS 57225 Alpha DR., Goshen, IN 46528.
- Access may be terminated if account is not paid within 30 days and additional fees may apply. Reactivation will require payment of all delinquent fees plus a \$50.00 reinstatement fee.
- A 35.00 fee will be charged for returned checks.
- Invoices will be delivered via email.

Section 5: IDX USE POLICY

Any member who offers a property search on their website must have an IDX account established with IRMLS. All websites and IDX property search solutions must be in compliance with all IRMLS IDX data display rules. This requirement also applies to members who “frame” a property search on a 3rd party website like realtor.com, reindiana.com, franchise sites etc.

Agents can “frame” their Office web site, including the Internet Data Exchange (IDX) listing search or use an agent template website that includes the IDX listing search at no charge as long as the corporate domain is contained in the URL. Agents who use a vanity or personal URL will not qualify for “free” access to the office IDX account. Members using personal URLs must set up an individual IDX account with IRMLS.

Access to MLS Content cannot be used for multiple purposes or cannot be given to multiple vendors. A separate contract will be necessary for each specific use supported by IRMLS Listing Content. Use must be disclosed on the IDX application/contracts. All contracts require the signature of the IDX Subscriber(s) and the Consultant/IDX Vendor (if applicable).

Any Party with authorization to display IRMLS Listing content may not provide access to the MLS Content to any other web site, IDX Subscriber, or third party unless specifically authorized by IRMLS. This includes Franchises who provide IDX services for the offices. Franchises providing IDX services are not authorized to display IRMLS data, other than the office listings of the Participant granted IDX access, on their state or national sites.

MLS Partners who provide an authorized service or product on behalf of the IRMLS will receive access to the IRMLS Listing Content through a contract specific to the service or product.

Both the IDX Subscribers and the Consultant/IDX Vendor must comply with the IRMLS IDX Rules that require a signed contract and payment of applicable fees.

IRMLS members who display listing data must be an IDX subscriber. All IDX Subscribers will be required to sign a data use contract along with the IDX Vendor when applicable. IDX fees will be billed to the IRMLS member.

Agent's display of IDX data requires authorization by Participant.

The IDX subscriber will be held responsible for any compliance issues including the IDX Vendor/ Consultant's failure to comply.

Section 6: IDX SERVICE CHANGES

Participants and Agents who wish to change Consultants or discontinue their IDX data access must complete and submit a Notice of Change / Discontinue Service form to IRMLS IDX staff at idx@irmls.net. IDX Subscribers who change their IDX service type or change Vendors/Consultants will be charged a \$25.00 change fee and the difference in service costs, if any. The IDX Subscriber and Consultant will also need to complete new contracts. IRMLS must receive the contracts and fee payment prior to making any changes.

Section 7: OPT-OUT / REINSTATE IDX

The IRMLS Regional operates under an IDX "opt in" policy which means MLS Participants automatically give each other permission to display their listings on each other's web site. For that reason, Participants who wish to opt-out or reinstate IDX must complete an "Opt-Out/Reinstate IDX" form. Participants who opt out will not receive IDX data from the Participants who have opted in. Contact the IRMLS IDX staff at idx@irmls.net or 574-651-7868. Members can find the documents in the IRMLS MLS system under the MLS Docs link.

Please Note: Sellers have the option to withhold their individual listing from Internet display. To withhold a listing from Internet Display/IDX, Seller will instruct Participants to choose NO for the "IDX Include" field in the MLS system. This does not constitute a Participant opting out of the entire IDX program.

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INDIANA REGIONAL APPENDIX A
MLS (IRMLS) - IDX RULES & REGULATIONS
Amended April/2016 & February 2018

Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control; websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 2/18) M

Section 18.1 Authorization

Participants' consent for display of their 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, frame, or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 2/18) M

Section 18.2 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. Agents will follow the decision of their Managing Broker with regard to participation in IDX. Under no circumstances may an Agent operate an IDX site without the written consent of their Managing Broker. Agents operating an IDX site shall do so under the Managing Broker's consent and control. (Amended 2/18) M

Section 18.2.1

Participants (and Subscribers, with Participant's written consent) must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs or other electronic forms of display or distribution. (Amended 2/18)M

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation

offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. *(Amended 5/18) M*

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve hours. *Amended 2/18/15*

Section 18.2.6

Except as provided in the IDX policy and these rules, and IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants'. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.2.10

A MLS Participant (or where permitted locally, a MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds provided all such displays are consistent

with IDX rules, and the MLS participant (or MLS Subscriber) holds participatory rights in those MLS's. As used in this policy, "co-mingling" means that consumers are able to execute in a single property search of multiple IDX feeds, resulting in the display of IDX information from each of the MLS's on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. **M** Amended 2/18/15.

Section 18.2.11

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the medium used in the display of listing data. (Amended 2/18)

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

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. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

Section 18.3.2 – Deleted – Move to Mandatory Section 18.2.11 (Amended 2/18)

Section 18.3.3 – Delete – Move to Mandatory Section 18.2.12

Section 18.3.4

All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.6 Deleted November 2006

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. *(Amended 2/18)*

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *(Amended 2/18)*

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 2/18)*

Section 18.3.10

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

Section 18.3.12

*Display of expired and withdrawn listings is prohibited. Sold and Pending Listings may be displayed. *(1/1/16)*

Note: if "sold" information is publicly accessible, display of "sold" listings may not be prohibited.

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address (es) is prohibited.

Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls, on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

Section 18.3.16

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

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APPENDIX B - MLS DATA CONTENT CATEGORIES ENABLED BY IRMLS in STANDARD IDX EXPORT

Property Class	All Classes
Agents	All Active Agents
Offices	All Active Offices
Statuses	Active Only
Tour	All Classes
Open House	All Classes

MLS Content will also include:

Photos
Virtual Tours
Active Status
Pending Status
Sold Status
Back On Market Status
Contingent Status

***Unless authorized by the IRMLS Board of Directors, Off-Market statuses and/or confidential data will not be included. Local Boards may authorize access to local Off market data & confidential information.**

IRMLS may provide non IDX data feeds to support the products and services offered through the IRMLS IDX service. Custom data feeds may be made available through the IDX application and contractual process. IRMLS is not obligated to provide custom data feeds.

CONFIDENTIAL DATA FIELDS NOT ENABLED BY IRMLS

The Following Data Fields are considered "Confidential" and will NOT be included in the MLS Content:

Agent Remarks	Short Sale Y/N
Additional MLS Numbers	Showing Instructions
Buyer Broker Compensation	State ID
Contingency Type	Square Footage Source
Contract Type	Special Listings Conditions
Cumulative Days on Market	Variable Rate Y/N
Documents Available (Feature)	
Email Address	
Excluded Party	
Existing Financing (Feature)	SOLD FIELDS
Expire Date – List Date	How Sold
Exemptions (Feature)	Pending Date
IDX Related fields	Original Selling Agent
Lock box type	Type of Sale
Lock Box location	Total Concessions Paid
Occupancy Comments	Sold Concession Remarks
Original List Agent	Sold Info/Place of Financing
Owner Name	Sale Price to List Price %
Off Market Dates – except Solds	
Proposed Financing (Feature)	
Price per Sq Ft	
Price per Acre	
Private Remarks	
REO Buyer Restrictions	
Schedule a Showing via email Y/N	



APPENDIX C
INDIANA REGIONAL DATA CONTENT APPLICATION

Please submit application to idx@irmls.net or mail to 57225 Alpha Dr. Goshen, IN 46528. Please allow a minimum of 72 business hours to process the application. Upon receipt of the application, an IDX/Data Content Contract will be prepared for the IDX subscriber and Web Consultant (vendor) signature along with an invoice for the set up fee and pro-rated service. Contract must be executed, including payment of appropriate fees, prior to account set up.

Broker/Agent Information

Date: _____

Broker/Agent Name: _____ Firm Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Member Email: _____ Phone: _____ Website URL: _____

Broker Owner Name (if different than applicant): _____

What States do you hold a RE License? _____

RE Broker License #: _____ RE Agent License# _____

Purpose for Data Content:

____ Office IDX Website ____ Agent Website ____ VOW ____ Back Office Application ____ 3rd Party Software/Service

Please describe usage if other than IDX Website or VOW: _____

Please describe the requested data elements needed or check here for IDX

Access Type: _____ **RETS Data Feed** _____ **Smart Framing Links**

Consultant/Vendor/ Information

Consultant/Vendor Name: _____ Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ IP Address: _____

Description of Services provided by Vendor : _____

Application Date	Received by IRMLS	Access Type	APPLICATION ACCEPTED		PROFILE	Contract Sent
			Yes	No		

APPENDIX D

INDIANA REGIONAL MULTIPLE LISTING SERVICE IDX CONTRACT

ACCESS TO IRMLS IDX DATA:

This Contract is made and entered into by Indiana Regional Multiple Listing Service (IRMLS); the MLS Participant identified as (“Participant”) on the signature page; the agent affiliated with Participant as identified as (“Agent”) on the signature page and the Individual or company identified as “Consultant” on the signature page. **This Contract must be completed and signed by all parties who request access to the IDX data. There are no exceptions.** Once the contract is complete, return to Indiana Regional MLS at 57225 Alpha Drive, Goshen, IN 46528, Fax: 574-875-7174. An IRMLS representative will sign the agreement and return a copy to the parties whose signature(s) appear on the signature pages.

RECITALS

1. Participant and Agent wish to obtain, and IRMLS wishes to provide, IDX data, as defined in this contract, for use on Participant and Agent website and no other purpose. Participant and Agent may wish to engage Consultant(s), i.e., other companies or individuals who are not employees of Participant, to operate Participant and Agent website on behalf of Participant and Agent, perform data downloading, manipulation, and formatting, as well as programming and web design in compliance with IDX rules and under supervision of Participant and Agent.

DEFINITIONS

2. For purposes of this Contract, the following terms shall have the meanings set forth below.

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

IRMLS – Indiana Regional MLS, a regional MLS serving 14 MLS’s in Indiana.

Affiliated Association: Any Association/Board of Realtors or MLS that provides MLS services from IRMLS for resale to its members.

IDX Database or IDX Data: The current aggregate compilation of all active exclusive right to sell or exclusive agency listings of all Participants except those Participants who have opted out of the IDX program or those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. IRMLS owns the IDX Data. IDX Data also includes data that supports non-IDX related services such as back end office software support etc.

Participant: A MLS Participant gives permission to other MLS Participants to display its active listings on their web sites in return for their permission to advertise their listings on its web site. A Participant receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees.

Agent: Any Agent, with permission of the Participant, who receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees.

Consultant: Any individual or company providing web hosting or web development work for Participant or Agent. Consultant receives access to the data through the Participant or Agent.

Service Vendor: An individual or company that sells products and services to IDX Subscribers. A Service Vendor receives access to the data and is billed directly from the MLS.

Rules: The Rules and Regulations of IRMLS, as amended from time to time, and any operating policies relating to the IDX DATA promulgated by IRMLS.

INDIANA REGIONAL MLS (IRMLS) OBLIGATIONS

3. During the term of the Contract, IRMLS grants to Participant and Agent a non-exclusive, non-transferrable license to:
 - a. display the IDX Data on Participant and Agent web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant and agent web site.
4. During the term of this Contract, IRMLS agrees to provide to Participant/Agent and its Consultants (if applicable):
 - a. access to the IDX Data via the Internet using Real Estate Transaction Standard (“RETS”) or Smart Framing links;
 - b. seven (7) days’ advance notice of changes to the file and record formats of the IDX Data: and
 - c. seven (7) days’ advance notice of changes to the Rules or fees.

Access to the IRMLS data may from time to time be unavailable, whether because of technical failures or interruptions, intentional downtime for services or changes to the database or otherwise. Any interruption of access to the data shall not constitute a default by IRMLS under this agreement.

IRMLS does not undertake to provide technical support for the IDX database or interface.

PARTICIPANT and AGENT OBLIGATIONS

5. Participant and Agent shall comply with the rules of IRMLS at all times.
6. Participant and Agent acknowledge IRMLS’s ownership and use rights related to copyrights in the IDX Data as defined in the IRMLS rules. Participant and Agent shall not challenge or take any action inconsistent with the IRMLS ownership of or rights in the IRMLS data.
7. Participant and Agent shall comply with the requirements relating to Confidential Information set forth below.
8. In the event that Participant and Agent desire to make the IDX or the Confidential Information available to any 3rd Party, Participant and Agent agree to require such 3rd Party to execute this Contract and become a Consultant.
9. If IRMLS notifies Participant and Agent of a breach of the Rules of this Contract and Participant and Agent do not immediately cure such breach, Participant and Agent agree that IRMLS may seek cure from the Consultants, or any one of them.
10. Participant and Agent shall notify IRMLS within five (5) business days of any change to the information on the website related to IDX.

11. Participant and Agent shall hold Consultant harmless from any liability arising from Consultant's cooperation with IRMLS to fix or cure any noted breach of this contract or IDX rules as referenced under Consultant's Obligations Paragraph 13.
12. Participant and Agent agree to pay all IDX related fees as set forth by the IRMLS.
13. Participant and Agent shall employ appropriate security protection such as firewalls on their web sites and displays to avoid scraping data and/or framing of the data by unauthorized web sites.

CONSULTANT'S OBLIGATIONS

14. If IRMLS notifies Participant and Agent of a breach of the Rules or this Contract and Participant and Agent do not cure such breach immediately, IRMLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with IRMLS and act immediately upon notification by IRMLS of an uncured breach by Participant and Agent.
15. Each Consultant acknowledges IRMLS's rights and ownership of the copyrights in the IRMLS data. Consultant agrees not to challenge or take any action inconsistent with IRMLS's rights or ownership in the IRMLS data.
16. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
17. Each Consultant shall notify IRMLS within five (5) business days of any changes to the IDX related data or web design.
18. Consultant shall not make the IRMLS data or the confidential information available to any 3rd Party except as allowed in this contract nor shall Consultant use the data for any other personal or commercial purpose. In the event Consultant provides services to other Participants or Agents, Consultant must enter into separate contracts with IRMLS. Consultant is required to ascertain that Participant and Agent, to which they provide service, remain eligible, active and affiliated with the same firm as noted on the Signature Page. Consultant agrees to contact IRMLS to report any changes to Firm, Participant or Agent status. Failure to comply will result in termination of Consultant's access to the data.
19. Consultant shall take reasonable efforts to avoid scraping data and/or framing of the data by unauthorized web sites.

CONFIDENTIAL INFORMATION

20. **"Confidential Information"** is information or material proprietary to IRMLS or designated "confidential" by IRMLS and not generally known to the public, that Participant and Agent or Consultants or any one of them (Receiving Party) may obtain knowledge of or access to as a result of access under this Contract. 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 IRMLS Data, except to the extent to which this Contract 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 IRMLS obtains from any third party that IRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by IRMLS.
- g. any information designated as confidential or private by any applicable State, Federal or Local or other law, regulation or directive.

21. **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 Parties to this Contract at the time of disclosure;
- c. is used or disclosed by the Receiving Parties with the prior written consent of IRMLS, to the extent of such consent;
- d. becomes known to the Receiving Parties from a source other than IRMLS without breach of this Contract by the Receiving Parties and provided that such source is not known by the Receiving Parties to be bound by a confidentiality agreement with IRMLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Parties provide to IRMLS prompt notice of any such order.

22. **Title.** The Receiving Parties acknowledge that title to the Confidential Information remains at all times with IRMLS or with the 3rd Parties in whom title existed prior to this Contract or prior to disclosure by IRMLS.

23. **Restrictions on Use – Scope of Use.** The Receiving Parties will use or access the Confidential Information only as expressly permitted under this Contract and the Rules and the Receiving Parties 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.

24. **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 IRMLS 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.

25. **Restrictions on Use – No 3rd 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 3rd Parties, including consultants or independent contractors, without prior written consent from IRMLS. If IRMLS grants consent, the Receiving Party will execute an agreement with the 3rd Party that imposes at least as strict a confidentiality obligation on the 3rd Party as that imposed by this Contract on the Receiving Party.

26. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without IRMLS's prior written consent. In the event IRMLS grants consent, the Receiving party is not relieved of any of its obligations under this Contract.

27. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Contract or receipt of notice of termination by IRMLS, the Receiving Party will return to IRMLS all Confidential Information and all other materials provided by IRMLS 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

IRMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to IRMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

28. The term of this Contract begins on the "Effective Date" set forth on the "IRMLS Information and Signature Page" below. IRMLS has the right at any time and in its sole discretion to terminate this Contract. This Contract shall terminate upon the occurrence of any of the following events:
- a. IRMLS's notice to Participant and Agent that this Agreement is terminated.
 - b. Participant and Agent 30 day notice to IRMLS that it no longer intends to display IDX Data on its web site.
 - c. Termination of Participant or Agents' privileges either by IRMLS or the Affiliated Association from which Participant and Agent purchases MLS Services.
 - d. Non-payment of any fees associated with the IDX Program.
 - e. Ten (10) days after any party provides notice to another that the other has breached this contract provided the breach remains uncured.
 - f. Immediately upon any parties notice to another that the other has breached this contract provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party given notice irreparable harm.
 - g. Immediately upon Participant and Agent notice to a consultant that consultant is no longer designated to provide services.
 - h. With regard to any agent party, immediately upon any event that result in the agent no longer being affiliated with firm.

GENERAL PROVISIONS

26. **Survival of Obligations.** The obligations of Participant and Agent set forth under "Participant and Agent Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Contract.
27. **IRMLS's Remedies.** Because of the unique nature of the IRMLS Data and Confidential Information, Receiving Parties acknowledge that IRMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Contract, and that monetary damages would be inadequate to compensate IRMLS for a breach. IRMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing or further breach by Receiving Parties or any one of them, without showing or proving any actual damages sustained by IRMLS.
28. **Attorney's fees.** If IRMLS prevails in any action to enforce or interpret this Contract or any provision hereof, the party against whom enforcement or interpretation was sought will pay IRMLS's reasonable attorney's fees and costs for such legal action.
29. **Limitation of Liability.** IRMLS has no liability to Receiving Parties for damages under this Contract, whether in contract or tort. Receiving Parties' only remedy shall be termination of this Contract. IRMLS shall not be liable for any

incidental or consequential damages under any circumstances, even if IRMLS has been advised of the possibility of such damages. IRMLS shall have no liability for inaccuracies in the IRMLS Data.

30. **Notice.** All notices to be given under this Contract 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 Contract.
31. **No Waiver.** No waiver or modification of this Contract 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.
32. **No Assignment.** Receiving Parties may not assign or otherwise transfer any of their rights under this Contract to any party without the prior written consent of IRMLS.
33. **Entire Agreement.** This Contract contains the full and complete understanding of the parties regarding the subject matter of this Contract 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.
34. **Applicable law.** This Contract is governed by and enforced according to the laws of the State of Indiana.

[The remainder of this page is left blank intentionally.]

INDIANA REGIONAL MULTIPLE LISTING SERVICE
Participant (Managing Broker) /Agent IDX Contract Signature Page

Firm Name: _____ Firm NRDS #: _____

Managing Broker Name: _____ Managing Broker NRDS#: _____

*Email Address: _____

*Email address must be included. IRMLS will use email as the primary communication tool.

Agent Name (if applicable): _____ Agent NRDS #: _____

*Agent Email Address (if applicable): _____

*Email address must be included. IRMLS will use email as the primary communication tool.

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____

Consultant Name & email address & Phone #: _____

*If using a Consultant, please return Consultant Information & Signature form in addition to this form.

_____ User is requesting a Smart Frame account and agrees to pay a \$50.00 non-refundable set-up fee and \$100.00 annual fee.

Please select one: rDesk Solution Paragon Framing Solution Other Framing Solution

_____ User is requesting RETS Access and agrees to pay a \$250.00 non-refundable set-up fee and \$250.00 annual fee.

RETS Access is for: IDX Website Site Back Office Application 3rd Party Software/Service Application

IS this IDX Contract for a New RETS feed or are you replacing a current Vendor? If so, please provide name of new vendor:

The IRMLS Listing Data will be displayed on the following website: _____

*Please supply the URL of the website where the IDX data will display

This is an _____ OFFICE WEBSITE _____ AGENT WEBSITE

Managing Broker authorizes IRMLS to provide IDX access to the agent listed on this form. The Managing Broker agrees to be held responsible for ensuring compliance (including Agent compliance) with all IDX Rules and Regulations.

User will notify IRMLS at idx@irmls.net upon completion of website. IRMLS must approve the IDX site prior to the site's release to the public.

Managing Broker Signature

Date Signed

Print Name

Agent Signature

Date Signed

Print Name

**INDIANA REGIONAL MULTIPLE LISTING SERVICE
Consultant Contract and Signature Page**

_____ **Individual Contract**

_____ **Multiple Contract**

Web Consultant/Vendor Company Name: _____

Web Consultant/Vendor Contact Name: _____

Street Address: _____

City, State, ZIP: _____

Phone: _____

Email Address: _____ Website Address: _____

(IRMLS will use email as the primary means of communication. Email address must be supplied.)

Individual Account - IRMLS requires a Contract for each individual Subscriber.

Broker/Agent Name: _____

Firm: _____

Email Address: _____

Broker/Agent Website Address: _____

Multiple Brokerages – IRMLS will accept One Contract from a Vendor who provides an IDX solution for Multiple Brokers in the same franchise or firm. IRMLS requires the following information for each Managing Broker who offers a corporate solution.* Individual Subscribers using vanity sites must have a separate contract.

Broker/Agent Name: _____

Firm: _____

Email Address: _____

Broker/Agent Website Address: _____

By signing this Contract, Consultant agrees to comply with all the Rules governing this program and to notify IRMLS at idx@irmls.net immediately upon completion of website. IRMLS will conduct an IDX Audit to ensure site is in compliance. Once in compliance, the site may be released to the public.

Consultant Signature

Consultant Print Name

Consultant Title

Date Signed

APPENDIX E

IRMLS DATA DISPLAY COMPLIANCE REVIEW – update date 2/7/18

The IRMLS Data Display audit requirements are listed below. The licensee or subscriber has five (5) business days to make any changes noted below and provide notice to the MLS. If changes are not required, the site is in compliance and ready for public use.

Through IDX Policy, MLS Participants authorize the limited electronic display of their listings by other participants via the following authorized mediums which MUST be under the participant's control; websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing.

Agent/Office Name: _____ Date: _____

Website Address: _____

A checkmark "✓" means the site is in compliance with the rule. An "✗" means the site is not in compliance.

1. 18.3.8 This Disclaimer must be prominently displayed immediately following the MLS provided data:
"IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Data is deemed reliable but is not guaranteed accurate by the MLS."
2. 18.2.5 IDX Subscriber must refresh all MLS downloads at least every twelve hours. *A date & time stamp on the IDX display page is required.*
3. 18.2.7 Any IDX display must CLEARLY identify the name of the brokerage firm under which the site operates.
4. 18.2.12 IDX listings must identify the listing firm in a reasonable prominent location & readily visible color & typeface not smaller than the median used in the display of the listing data.
5. 18.3.4 IDX listings must identify the listing agent
6. 18.3.7 IDX display must show IRMLS as the source of information.
"IDX information provided by the Indiana Regional MLS"
7. 18.3.12 IDX rules prohibit the display of off-market listings with the exception of Sold/Pending Status.
8. 18.3.13 Display of sellers and/or occupant's name, phone number, & email address is prohibited.
9. 18.3.1 Listings displayed on IDX sites shall contain only the fields of data approved by IRMLS. Display of Confidential Fields is prohibited. List is available on page 12 of IDX Handbook.
10. 18.3.15 Participants must maintain an audit trail of consumer activity on their website in case of security breach.
11. 18.2.9 Participants shall maintain a means (e.g. phone, address, email) to receive comments about the accuracy of the data or information that is added by or on behalf of the Participant beyond the MLS.
12. Section 4.4 IRMLS Rules & REGS - **USE OF THE TERMS MLS & MULTIPLE LISTING SERVICE**
IDX Sites shall NOT include any verbiage that suggests the public is accessing the MLS directly or that the firm or individual is an MLS.
13. 18.2.11 Participants may augment their IDX display with applicable property information from other sources on the same Webpage or display, CLEARLY separated from MLS data. The source of the information must clearly identified in the immediate proximity to the data.
14. Additional Comments:

APPENDIX F

IDX SERVICE - NOTICE OF CHANGE/DISCONTINUE SERVICE

Managing Broker/Agent Name: _____

Office Name: _____

Email Address: _____

Website Address: _____ Assoc. ID _____

Current Service Type: _____RETS _____Paragon Smart Framing _____rDesk _____FTP

Change Service Type To: _____RETS _____Paragon Smart Framing _____rDesk

Consultant Change

_____ I am changing IDX Consultants and request a new Contract.

**IDX Subscriber will be charged a \$25.00 Transfer fee plus the difference in service costs, if any.*

Name of Current Consultant: _____

Email: _____

Name of New Consultant: _____

Email: _____

Discontinue IDX Service

_____ I wish to discontinue IDX Service

Effective Date: _____

IDX Subscriber agrees to pay a \$25.00 fee for change of vendor and/or any service fee difference. Any unused portion of the annual fee may be applied. Set up fees are not transferrable.

IDX Subscriber Signature: _____ Date: _____

Managing Broker Signature: _____ Date: _____
(If different than IDX Subscriber)

APPENDIX G
IDX Opt Out / Reinstate Form

The IRMLS Regional operates under an IDX “opt in” policy. This form permits Participants to opt out of or reinstate the IDX program. If a Participant who has opted out, later wishes to participate or to display IDX data on their website, they would need to sign this form.

Please Note: Participants may withhold individual listings from the IDX Data at instructed by the Seller without opting out of the IDX program. To withhold a listing from IDX, Participants would choose NO for the IDX Include field in the MLS system.

To opt out of or to reinstate IDX , this form must be completed and signed by the Participant of the office. Once completed, please email to idx@irmls.net to IRMLS IDX Program, c/o ECBOR at 57225 Alpha Dr. Goshen, IN 46528.

Firm Name: _____

Participant: _____

Email Address: _____

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____

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 (2) BOXES. BY DOING SO, YOU ARE AGREEING TO THAT INFORMATION.

____ MY FIRM ELECTS to reinstate IDX (opt in). I understand that I am hereby giving every other IDX Participant in IRMLS permission to advertise my active MLS listings on its own web site, subject to the MLS Rules and Regulations. Other Participants are not obligated to display my listings. I authorize IRMLS to distribute my active listing data to other Participants pursuant to its Rules and Regulations.

____ MY FIRM DOES NOT ELECT to participant in the IDX program (opt out). I understand this means that IDX Participants will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the IDX program of IRMLS. 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 Participant 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: _____

Date: _____



Indiana Regional IDX ADMINISTRATION

57225 ALPHA DR.
GOSHEN, IN 46528
574-651-7868
idx@irmls.net

APPENDIX H CREDIT CARD AUTHORIZATION

I hereby give the Indiana Regional IDX Administration authorization to charge my credit card for payment for the following goods and/or services.

IDX Subscriber Name: _____

MLS Agent ID: _____ Phone Number: _____

Office Name: _____

Purchase: _____

Amount Paid: \$ _____

Name of Cardholder: _____

Signature of Cardholder Date: _____



Card Information

Personal Card
(Circle One)

Corporate Card

Card Type:
(Circle One)

Visa

MasterCard

Discover

American Express

Card #: _____

Expiration Date: _____

3 Digit Security Code #: _____
(last three numbers found on the back of your credit card)

*Zip Code: _____
Zip Code the credit card company has on record for the Cardholder.

Email Receipt to: _____



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