

REALTOR® Association of Miami-Dade County IDX License Agreement

This form must be completed and signed by each broker, agent (if applicable) and vendor operating the website stated within this agreement and a separate form must be completed for each website to be operated.

Broker Name

Vendor Company Name

Brokerage Company Name

Vendor Website Address

Agent Name (if applicable)

Brokerage Website Address

This License Agreement (the Agreement) is made and entered into by and between the REALTOR® Association of Miami-Dade County, Inc. (hereinafter referred to as RAMDC), the real estate firm whose name and contact information appear on the Signature Page of this Agreement designated "Participant Information and Signature" (Participant), and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated "Vendor Information and Signature" (Vendor). Also, if applicable, the agent working for the Participant and is requesting authorization to have a Website, also noted on the Signature Page as Agent Information.

RECITALS

Participant wishes to obtain, and RAMDC wishes to provide MLS Listing Information, as defined in this Agreement, for use on Participants Website and no other purpose. Participant wishes to engage Vendor to operate Participants website on behalf of Participants and subject to participant's supervision, accountability, and compliance with the MLS's Rules, as defined in Definitions of this Agreement. Vendor wishes to and has or will enter into an agreement with Participant to operate Participant's website, and seeks to obtain access to the MLS Listing Information for such purpose. In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by RAMDC, Participant, Agent (If Applicable) and Vendor that agree as follows:

DEFINITIONS

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

- a. Vendor means an entity or person designated by a Participant to operate a website on behalf of the Participant, subject to the Participant's supervision, accountability, and compliance with RAMDC Website Policy and Licensing Rules (attached). For purposes of this Agreement, the Vendor is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated "Vendor Information and Signature." Additionally, any person or entity that creates and makes available, in any fashion, to any other person or entity, a Website will be considered a Vendor.
- b. MLS Listing Information means active listing information provided by Participants to RAMDC and aggregated and distributed by RAMDC to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet. "MLS Listing Information" shall include information relating to properties that have sold only in those jurisdictions in which the actual sales prices of completed transactions are accessible from public records.
- c. MLS Server means the computer server or servers, including both hardware and software, maintained by the Association which contains the MLS Listing Information and provides or provide the means for Vendor to access the MLS Listing Information.
- d. Participant means any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, a "Participant" may also be a non-principal broker or sales licensee affiliated with a principal who operates a VENDOR with the principal's consent. For purposes of this Agreement, the Participant is the real estate firm or individual whose name and contact information

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appear on the Signature Page of this Agreement in the section designated "Participant information and signature."

- e. Rules refer to the MLS rules and regulations, as amended from time to time; the VENDOR Policy; the VENDOR Rules; any applicable access standards and technology standards; and any operating policies relating to the MLS Listing Information.
- f. Website refers to an MLS participant's Internet website, through which the participant is capable of providing real estate brokerage services to consumers.

LICENSE

License Grant.

Subject to the terms and conditions of this Agreement, RAMDC hereby grants to VENDOR a License to receive from RAMDC an electronic data feed of the MLS Listing Information for use solely and exclusively in connection with the display of MLS Listing Information on Participant's Website.

Limitations on License.

Except as expressly set forth in this Agreement VENDOR shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MLS Listing Information, or otherwise create any derivative works of the MLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the MLS Listing Information, including to any computer or other electronic device, except Participant's website as permitted under this Agreement, or (c) sell, grant access to, or sublicense the MLS Listing Information, or any portion of the MLS Listing Information, to any third party. VENDOR agrees to take all reasonable steps necessary to protect the MLS Listing Information from unauthorized access, distribution, copying or use.

License Fees and Payment; Expenses.

In consideration for the License granted under this Agreement, Participant agrees to pay to the association the license fees and other fees described on the attached Schedule B to this Agreement (the Fees). The Fees shall be payable as provided on Schedule B. VENDOR may pay the Fees on behalf of Participant, except that if VENDOR fails to pay any such amounts when due, Participant shall be liable to MLS for such amounts until paid. Participant agrees to pay all costs of collection of all unpaid amounts owing to RAMDC under this Agreement, including reasonable attorneys' fees and costs. Participant shall be responsible for its own expenses and costs under this Agreement, and RAMDC shall have no obligation to reimburse Participant for any expenses or costs incurred by Participant in the exercise of Participant's rights or the performance of Participant's duties under this Agreement.

No Warranties.

THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, RAMDC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPLIANCE

Rules.

Participant, VENDOR and Agent (If applicable) hereby acknowledge that the Association has provided each with a copy of the Associations Licensing Rules and Regulations (hereafter called Rules) and agree to be bound by and comply with the Rules (Schedule A).

- a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.
- b. MLS may modify the Rules at any time, in its sole discretion. MLS agrees to deliver to Participant and VENDOR any modification of the Rules, and Participant and VENDOR shall comply with such modification not later than five (5) business days after receipt.

Means of Accessing the MLS Listing Information.

Access by VENDOR to the MLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by RAMDC. RAMDC may, in their sole discretion and upon thirty (30) days prior written notice to

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VENDOR, change the means and nature of accessing the MLS Listing Information.

Authorization to Access the MLS Listing Information.

VENDOR hereby acknowledges and agrees that (i) VENDOR has no independent participation rights in RAMDC by virtue of this license; (ii) VENDOR shall not use MLS Listing Information except in connection with operation of the VENDOR pursuant to this Agreement; and (iii) access by VENDOR to MLS Listing Information is derivative of the rights of Participant.

Changes to MLS's Server.

RAMDC shall not be obligated to make any changes to MLS's Server, including any software running on MLS's Server, the configuration, applicable protocols, or any other aspect of MLS's Server for any reason. Participant and VENDOR acknowledge that the MLS Server, together with access to the MLS Listing Information, may from time-to-time be unavailable to VENDOR, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server, or otherwise. Participant and VENDOR agree that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use of the MLS Listing Information shall not constitute a default under this Agreement. The Association shall have no liability of any nature to Participant or VENDOR for, and Participant and VENDOR waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

OWNERSHIP

Ownership of Intellectual Property.

VENDOR acknowledges and agrees that the MLS Listing Information is proprietary, original works of authorship of RAMDC, may consist of information for which RAMDC has sufficient rights to grant this license, and is protected under United States copyright law. VENDOR further acknowledges and agrees that all right, title, and interest in and to the MLS Listing Information and any modifications, enhancements, or derivative works of the MLS Listing Information, are and shall remain with RAMDC. This Agreement does not convey or grant to VENDOR an interest in or to the MLS Listing Information, but only a limited right to access and display the MLS Listing Information, revocable in accordance with the terms of this Agreement. VENDOR agrees that it will not challenge or take any action inconsistent with RAMDC ownership of or rights to the MLS Listing Information as described herein.

Trademark License.

RAMDC grants to VENDOR a limited, non-exclusive, revocable license to use RAMDC trademark(s) for the sole purpose of identifying RAMDC as the source of the MLS Listing Information ("MLS Trademark"). VENDOR agrees that it shall not use the RAMDC Trademark, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of RAMDC, or represent or suggest any affiliation between RAMDC and VENDOR. VENDOR agrees that it will not file any applications or assert any rights to the RAMDC Trademark in the United States, or any other country or territory. RAMDC may subsequently grant similar rights to VENDOR to use other trademarks of RAMDC, and Vendor's use thereof shall be subject to the provision of this paragraph as if they had been included.

Proprietary and Other Notices.

VENDOR agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the MLS Listing Information. VENDOR agrees to provide notice to any person with access to the display of the MLS Listing Information that the source of the MLS Listing Information is RAMDC.

TERM AND TERMINATION

The term of this Agreement shall commence on the "Effective Date" set forth on the "RAMDC Information and Signature Page." RAMDC may, by delivery of written notice to Participant and VENDOR, terminate this Agreement effective immediately upon the occurrence of any of the following events:

- a. VENDOR giving RAMDC and Participant written notice of the termination;
- b. Participant giving notice to RAMDC that it no longer intends to display the MLS Listing Information on the website;
- c. VENDOR being no longer designated to provide VENDOR services to Participant;
- d. Participant ceasing to remain a participant in the RAMDC MLS or their service is terminated, suspended or discontinued for any reason, the feed will be cut off immediately (as defined below);
- e. VENDOR accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;
- f. Participant or VENDOR violating a VENDOR Policy or VENDOR Rule; or

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- g. Participant or VENDOR failing to make required payments to the RAMDC.

VENDOR understands and agrees that immediate is in this instance considered to be within one (1) working day. RAMDC acknowledges and agrees that it may not suspend or terminate Vendor's access to data for reasons other than those that would allow RAMDC to suspend or terminate Participant's access to data, or without giving the VENDOR and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.

No Fees, portion of the Fees, or other fees payable by Participant or VENDOR or real estate company under this Agreement will be refunded to Participant or VENDOR or real estate company upon termination of this Agreement for any reason.

WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

Mutual Representations and Warranties.

Each party represents and warrants to the others as follows: (a) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such party's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which such party is bound; and (c) VENDOR is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement. VENDOR further represents and warrants to RAMDC that the grant of the License to VENDOR and the fulfillment of VENDOR's obligations as contemplated under this Agreement are proper and lawful.

Indemnification.

Participant and VENDOR indemnify and hold harmless RAMDC, its officers, directors, employees, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any breach by Participant or VENDOR of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the MLS Listing Information. RAMDC shall have the right to control its own defense and engage legal counsel acceptable to RAMDC.

Limitation of Liability.

TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, RAMDC'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT OR VENDOR, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE MLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO RAMDC UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL RAMDC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF RAMDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES

RAMDC, Participant, and VENDOR agree that a breach of this Agreement will result in immediate and irreparable injury and harm to RAMDC. In such event, RAMDC shall have the right to immediately terminate Vendor's access to the MLS Information and to obtain an injunction, specific performance, or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that this shall in no way limit any other remedies which RAMDC may have including, without limitation, the right to seek monetary damages.

Costs of Litigation. If any action is brought by any party to this Agreement against another party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, costs, and expenses of litigation.

I have read, understand and agree to comply with this page (____) (____) (____)

GENERAL PROVISIONS

Governing Law; Submission to Jurisdiction. This Agreement is governed by and enforced according to the laws of the State of Florida. Participant and VENDOR hereby submit and consent to, and waive any defense to the jurisdiction of courts located in Miami-Dade County, Florida, as to all matters relating to or arising from this Agreement.

Notices. All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.

No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between RAMDC and its respective Multiple Listing Service (MLS), and VENDOR.

Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

No Waiver. The waiver by either party of or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.

No Assignment. Neither Participant nor VENDOR may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of the RAMDC.

Survival. The obligations of Participant and VENDOR set forth under this Agreement shall survive the termination of this Agreement.

Certification. I (we) agree to all the requirements that are set forth herein and will comply with all these Rules – and to any amendments of the Rules which I (we) receive notice. I (we) further understand that if any signatories to this agreement fail to comply with any request by RAMDC, our feed will be shut off without further notification. As the Designated REALTOR® or principal broker (Participant) for the company, I am a participant in the Multiple Listing Service (MLS) of RAMDC, hold a current valid real estate license in the State of Florida and offer or accept compensation to and from other Participants - or are licensed or certified by the state of Florida's regulatory agency to engage in appraisal of real property. If the VENDOR herein is being authorized for an agent, I certify that the agent is licensed under me, is a member of RAMDC and a subscriber in the MLS and holds a current valid real estate license in the State of Florida.

As the Designated REALTOR® I hereby agree to assure RAMDC that I (we) nor our VENDOR will not show, give, sell, loan, scrape or in any format use or authorize any use of the MLS information for any reason other than specified in this contract by placing it on one (1) single website, named in this contract, under the rules of the VENDOR program. Any misuse of the information by and/or the result of our feed will constitute a violation and the loss of our participation in the website program.

As the Designated REALTOR® I hereby authorize and will be responsible for the VENDOR listed below who has been retained to accept the feed from RAMDC for the "Exclusive" purpose of operating a website on our behalf.

I the Broker have read this document and understand and agree to comply with all aspects of this agreement. If agent information is completed, I understand I am hereby authorizing the agent listed herein to operate a website and accept joint responsibility for same.

Execution and Amendment. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, VENDOR, and RAMDC.

I have read, understand and agree to comply with this page (____) (____) (____)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date: _____

RAMDC Information and Signature

Signature

Name, Title

Association Name

Address

City, State, Zip Code

Email Address

Phone Number

Participant Broker Information and Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Florida License Number

Agent Information (If Applicable)

Signature

Name, Title

Address

City, State, Zip Code

Email Address

Phone Number

Florida License Number

VENDOR Information and Signature

Signature

Name, Title

Company Name

Street Address

City, State, Zip Code

Email Address

Phone Number

IP Address

Program used to Receive Feed

Authorized URL for this contract

I have read, understand and agree to comply with this page (____) (____) (____)

SCHEDULE A

Licensing Rules and Regulations for VENDOR

1. A Participant's VENDOR must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
2. A Participant's VENDOR must comply with the following additional requirements:
 - a. No VENDOR shall display listing or property address of any seller who has affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to RAMDC that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a website may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet.
 - b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the RAMDC policy.
 - c. Each VENDOR shall refresh MLS data available on the website not less frequently than every 3 days.
 - d. Except as provided elsewhere in this Policy or in RAMDC Rules and Regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
 - e. A VENDOR may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a REALTOR®.
6. A Participant who intends to operate a website must notify RAMDC of its intention to establish a website and must make the website readily accessible to RAMDC for purposes of verifying compliance with this Policy and any other applicable Licensing Rules or Policies.
7. A Participant may operate more than one website itself or through a VENDOR. A Participant who operates a website itself shall not be precluded from also operating websites in conjunction with a VENDOR.
8. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant's consent, operate a website or have a website operated on its behalf by a VENDOR. Such a website is subject to the Participant's oversight, supervision and accountability, terms of the Website Policy and RAMDC Licensing Rules and Regulations.
9. All websites must clearly display that a listing, not contracted with their company, must have the statement: "This listing is courtesy of *name of real estate firm*". This must be in the average size font being used on each listing.

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SCHEDULE B

Fees and Payment Terms

An application and Setup fee of WAIVED must accompany this contract with all appropriate information completed if the request is from a Member of RAMDC.

This fee includes costs of staffing and administering the process to develop, create and manage the RETS program. The costs will not be divided equally between the applicants to the contract but rather will be assessed a non-refundable flat fee equal to WAIVED annually in advance of the service being activated for a Member of RAMDC.

A Subscription fee is voluntary and can be used to help you with any questions about the RETS Feed. This help desk program is WAIVED per year.

PAYMENT:
\$ WAIVED Application Fee
\$ WAIVED Annual Administrative Fee
\$ WAIVED Subscription Fee

Checks should be made payable to:
REALTOR® Association of Miami-Dade County
245 Alcazar Ave
Coral Gables, FL 33134

If you prefer to use a Credit Card:
Type of Card _____
Name as it Appears on Card _____
Credit Card Number _____
Expiration Date _____ CID # _____
Signature of Card Holder _____

I have read, understand and agree to comply with this page (____) (____) (____)