

Telluride Association of REALTORS®

Internet Data Exchange Vendor AGREEMENT

This Agreement, dated _____ shall be between _____,
the Internet Data Exchange (IDX) Vendor, having a principal place of business at _____

_____ (herein referred to as The Company) and the Telluride Associations of REALTORS® (herein referred to as TAR), having a principal place of business at 300 S. Mahoney Drive #C14, Telluride, CO 81435.

RECITALS

- A. TAR is a Colorado corporation organized to provide real estate related information, products and services to real estate brokers and appraisers (MLS participants).
- B. The Company designs, develops, operates and/or hosts Internet web sites for real estate brokers. Hereinafter, that certain TAR participant who has retained The Company's services for design, development, operation and/or hosting of an Internet web site shall be referred to as "IDX Subscriber" and the Internet web site shall be referred to as "IDX Subscriber's Web Site".
- C. The Company desires a license to use that portion of the TAR Database that constitutes the Internet Data Exchange (IDX) Database for display in connection with IDX Subscriber's Web Site.
- D. The parties desire to enter into this Agreement for Internet Data Exchange Vendor, which will govern The Company's license and will govern the relationship between the parties.

NOW, THEREFORE, in consideration of the Recitals and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration between the parties, the receipt of which is hereby acknowledged, each of the parties signing this Agreement for Internet Data Exchange Vendor has agreed to enter into, execute and perform this Agreement for Internet Data Exchange Vendor and the various acts expressed herein and AGREES as follows:

1. **SERVICES PROVIDED**

- a. **License Grant**– Provided The Company is in full compliance with the terms of this Agreement for Internet Data Exchange Vendor, TAR hereby grants The Company a non-exclusive license to access the TAR Database and (2) a non-exclusive worldwide license to reproduce, transmit, and display the IDX Database "Licensed Data" solely in connection with IDX Subscriber's Web Site. Subject to the foregoing License, as between The Company and TAR, TAR shall retain all right, title, and interest in the Licensed Data and the TAR Database.
- b. **Unauthorized Use**
 - i. The Company shall not display the Licensed Data other than in IDX Subscriber's Web Site without the prior, written consent of TAR.
 - ii. The Company shall not use the Licensed Data for any purpose other than that set forth in Subsection (a) of this Section 1 without the prior, written consent of TAR.
 - iii. Except to the extent that The Company is authorized to access the TAR Database and to use the Licensed Data pursuant to Subsection (a) of this Section 1, without the prior, written consent of TAR, The Company shall not reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner commercially exploit or allow anyone else to reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner

commercially exploit any information accessed from the TAR Database in any format to anyone.

- iv. The Company shall not use the TAR Database or Licensed Data for research, lead generation, or market analysis.
- v. The Company shall immediately destroy or delete and not use or display in any manner any and all information it accesses from the TAR Database that it is not authorized to use.
- vi. The Company shall immediately destroy or delete and not use or display in any manner any and all Off Market Information it accesses from the TAR Database, if applicable.
- vii. Upon receiving notification from TAR or from a real estate broker that certain Licensed Data is no longer licensed, The Company shall destroy or delete and not use or display such data within five (5) days.
Upon termination of this agreement for Internet Data Exchange Vendor, The Company shall immediately destroy or delete and not use or display in any manner any and all Licensed Data. Off Market Information, any other information between TAR and The Company remains in effect.
- viii. Upon termination for any reason of the Internet Data Exchange Agreement between TAR and an IDX Subscriber (or any agreement between TAR and an IDX Subscriber that provides IDX Subscriber with access to the TAR Database, regardless of the title of such agreement), The Company shall immediately destroy or delete and not use or display in any manner any and all Licensed Data. Off Market Information, any other information it accessed from the TAR Database, IDX logos and IDX disclaimers in such IDX Subscriber's Web Site.

- 2. **AUTHORIZED PARTIES** - Products, services and/or licenses provided to The Company pursuant to this agreement for Internet Data Exchange Vendor are provided solely for the benefit of The Company and IDX Subscriber in connection with IDX Subscriber's Web Site and shall not be used by, licensed to, transferred to, sold to, sublet to, or otherwise made available to any unauthorized party without the express written consent of TAR. The Company shall not use the TAR Database or Licensed Data for any purpose other than that defined in this agreement for Internet Data Exchange Vendor. The Company may not encourage IDX Subscriber to use the TAR Database or Licensed Data for any purpose other than that defined in this agreement for Internet Data Exchange Vendor.
- 3. **NON-EXCLUSIVE RIGHTS** - The Company's rights to access the TAR Database and to use the Licensed Data pursuant to this agreement for Internet Data Exchange Vendor are not exclusive.
- 4. **ACCESS**
 - a. **Equipment** – The Company is responsible for obtaining and configuring all computers, telecommunications, software and other equipment and technology resources that may be necessary or useful for accessing the TAR Database and for the proper use of the Licensed Data.
 - b. **Access Codes** – TAR may provide The Company with one or more codes to access that portion of the TAR Database that constitutes Licensed Data.
 - c. **IDX Database FTP Access** – If The Company designs, develops, operates and/or hosts IDX Subscriber's Web Site on behalf of IDX Subscriber, until modified by TAR pursuant to Subsection (d) of this Section 4, The Company may use The following method to access that portion of the TAR Database that constitutes Licensed Data for display of Licensed Data in IDX Subscriber's Web Site: File Transfer Protocol Access (FTP Access), detailed under paragraph (i) of this Subsection (c). IDX Subscriber's Web Site must comply with the provisions of this agreement for Internet Data Exchange Vendor throughout the Initial Term and any Subsequent Terms.

whole or in part. It is the intent of the parties that the License grants The Company the right to display the Licensed Data only for the personal use of the end user, as a buyer or seller of real estate. Consistent with this intent, The Company may permit substantially all information from one listing at a time to be downloaded or reduced to tangible form by the end user for his personal use.

- g. No Links** – IDX Subscriber’s Web Site shall contain no Links, Gateways, or Integrated Applications, that may be displayed, viewed, heard, accessed, or otherwise encountered simultaneously with the display of the Licensed Data, without the express written consent of TAR.
- h. No Alterations** – The Company may not alter the content of the Licensed Data in any capacity or manner.
- i. CHANGE OF PURPOSE** - The Company shall not change the nature or purpose of IDX subscriber’s Web Site without the prior written consent of TAR.

- 6. LAWFUL USE OF LICENSED DATA** – The Company shall use the Licensed Data lawfully.
- 7. PROMOTION** – Any promotion or advertisement by The Company regarding the Licensed Data shall refer only to the display of the Licensed Data in IDX Subscriber’s Web Site.
- 8. COMPANY’S CONDITIONS, LIABILITIES, AND RESPONSIBILITES** – The Company shall be responsible for all risk of loss occurring from the malfunction of the IDX Subscribers Web Site in the case of operational failure. The Company shall have operational, technical, managerial, editorial and day-to-day control over IDX Subscriber’s Web Site. Further, The Company shall provide all necessary computers, telecommunications, software and other equipment and technology or resources to display the Licensed Data and to design, develop, implement, support, operate, host and/or maintain IDX Subscriber’s Web Site so that the same will function as an operational world wide web site on the Internet.
- 9. TAR’S DISCLAIMERS**
 - a. IDX Subscriber’s Web Site – TAR shall not be responsible for any operational, technical, managerial, day-to-day control or other matters concerning the operation of IDX Subscriber’s Web Site. TAR shall not be held liable for any damages resulting from IDX Subscriber’s Web Site.
 - b. Editorial Control – TAR shall not be responsible for reviewing, editing, or exercising any form of editorial control over the content of the TAR Database, the Licensed Data or IDX Subscriber’s Web Site. Nonetheless, TAR may perform periodic audits of IDX Subscriber’s Web Site for compliance with this agreement for Internet Data Exchange Vendor.
- 12. MATERIAL BREACH** – failure to comply with the terms of Sections 1 and 5 shall be deemed to constitute a material breach of this Agreement for Internet Data Exchange Vendor, shall result in immediate sanctions as outlined in Section 11, including termination of the License and this Agreement for Internet Data Exchange Vendor.

13. **SIGNATURES** - The parties, by the signatures of the officers below, warrant that they have authority to enter into this Agreement. Consent to this Agreement is evidenced by the signatures of the parties which may be executed in counterparts, each of which shall be deemed an original, and all counterparts and originals shall constitute one Agreement. Facsimile signatures shall be effective as originals.

I CERTIFY that the following information furnished by me is true and correct and that I agree to the terms and conditions of this Agreement for Internet Data Exchange Vendor.

COMPANY (please print)_____

BY (signature)_____ Date:_____

Title:_____
(Must be signed by a duly authorized corporate officer, partner, or proprietor)

Address:_____

City:_____ State:_____ Zip:_____

Office Telephone: (____)_____ Fax: (____)_____

E-Mail Address:_____

Web Site Address:_____

The Telluride Association of REALTORS®
300 S. Mahoney Drive #C14, Telluride, CO 81435
970-728-5172, fax 970-728-5270
email: admin@telluriderealtors.net

By:_____ Date_____

Executive Vice President

EXHIBIT “A”

IDX Logo and IDX Disclaimer

Attached to and made a part of that certain AGREEMENT FOR INTERNET DATA EXCHANGE
VENDOR, dated on or about _____ between the Telluride Assoc. of
REALTORS® (TAR) and _____ (The Company).

IDX Logo – IDX Subscriber’s Web Site shall include the following IDX Logo with each Listing that is not listed by IDX Subscriber, regardless of method of display. For example, if IDX Subscriber’s Web Site includes a single Listing per screen, the IDX Logo must be displayed with the Listing on the screen, or if IDX Subscriber’s Web Site includes multiple Listing per page, the IDX Logo must be displayed with each Listing on the page



(Logo available in electronic format from the TAR office).

IDX Disclaimer – IDX Subscriber’s Web Site shall include the following IDX Disclaimer and IDX Logo on every page or screen of IDX Subscriber’s Web Site in which Licensed Data is displayed (recommended to be displayed at the bottom of the web page as a footnote), in a font no smaller than 8 points. Compliance with this rule is achieved if a link is present at the bottom of every webpage that will take website visitors to a page containing the following disclaimer (i.e., a “Legal Notice” link).



The data relating to real estate on this web site comes from REALTORS who submit listing information to the Internet Data Exchange (IDX) Program of the Telluride Association of REALTORS, Inc. The inclusion of IDX Program data on this web site does not constitute an endorsement, acceptance, or approval by the Telluride Association of REALTORS of this web site, or the content of this web site. The data on this web site may not be reliable or accurate and is not guaranteed by the Telluride Association of REALTORS, Inc.

The IDX data on this web site is provided exclusively for the web site user’s personal, non-commercial use and may not be used for any purpose other than to identify prospective properties that the user may be interested in purchasing.

EXHIBIT “B”

Disclaimers and Copyright Language

Disclaimers and Copyright Language

The following disclaimers and language **MUST** appear on every page of the website.

The data was last updated on _____ (date and time)

Copyright Disclaimer – The following copyright must appear in full on every page or screen of IDX Subscriber’s web site on which TAR data is displayed:

©Copyright 2002 by Telluride Association of REALTORS, Inc.
ALL RIGHTS RESERVED WORLDWIDE.

No part of this publication may be reproduced, adapted, translated, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written consent of the Telluride Association of REALTORS, Inc.

Fair Housing Disclaimer and Logo – The following fair housing logo must appear on every page or screen of IDX Subscriber’s web site on which TAR data is displayed:



Logo available in electronic format from the TAR office.

EXHIBIT “C”

Licensed Data Fields for IDX Display

Residential Single Family Property Class – Active and Under Contract Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Class	Zip	Appx SqFt
Type	Land SqFt	Age
Area	Caretakers Unit	Special Loc
Asking Price	Zoning	Lot Info. -Lot #
Address	Garage SqFt	Lot Info. -Block
Location	Deck SqFt	Lot Info. -Filing
Status	Phone Lines	Sq Ft Unfin Est
Bedrooms	PrimaryHeat	Directions 1
Lofts	Other Dues	Directions 2
Full Baths	Paid Per	Directions 3
Half Baths	Special ASM	List Agent Contacts -Direct Phone
Deed Restrict	Remarks	List Agent Contacts -Cell Phone
Garage	Features	List Agent Contacts -E-Mail
Number of Acres	Pictures	IDX/Reciprocity
Subdivision		RealtorCom
Legal 1		Virtual Tour Webpage
Legal 2		On Personal Website
Sq Ft Finished Est		Listing Date
Source SqFt		Expiration Date
Year Built		Original Price
Year Remodeled		List Agent 2 Contact -Direct Phone
Disclosures 1		List Agent 2 Contact -Cell Phone
Disclosures 2		List Agent 2 Contact -E-Mail
View 1		List Agent 3 Contact -Direct Phone
View 2		List Agent 3 Contact -Cell Phone
Agent		List Agent 3 Contact -E-Mail
Listing Office 1		List Agreement
Listing Agent 2 (if applicable)		Variable/Commission
Listing Agent 3 (if applicable)		Commission -TBC
Listing Office 2 (if applicable)		Commission -BBC
Listing Office 3 (if applicable)		Bonus
Taxes		Owner
Tax Year		Tax Id
Hoa Dues		Showing Instructions
Payment Per		Occupant
RETT		Past Tittle Company
		Terms
		Min Earn\$
		Possession

EXHIBIT “C”

Licensed Data Fields for IDX Display

Land Property Class – Active Status and Under Contract Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Class	Zip	Approx Acres
Type	Surface Water	Special Loc
Area	Trees	Density
Asking Price	Lot Dimensions	Lot # -Block
Address	Other Dues	Lot # -Filing
Location	Paid Per	Directions 1
Status	Special Asm	Directions 2
Water Supply	Remarks	Directions 3
Electricity	Features	List Agent 1 Contact -Direct Phone
Sanitation	Pictures	List Agent 1 Contact -Cell Phone
Access Road		List Agent 1 Contact -E-Mail
Deed Restrict		IDX/Reciprocity
Lot Number		Realtor Com
Subdivision		On Personal Website
Number of Acres		Listing Date
Land SqFt		Expiration Date
Zoning		Original Price
Legal 1		List Agent 2 Contact -Direct Phone
Legal 2		List Agent 2 Contact -Cell Phone
Lot # -Lot #		List Agent 2 Contact -E-Mail
Phone Lines		List Agent 3 Contact -Direct Phone
Cable TV		List Agent 3 Contact -Cell Phone
Disclosures 1		List Agent 3 Contact -E-Mail
Disclosures 2		List Agreement
View 1		Variable/Commission
View 2		Commission -TBC
Agent		Commission -BBC
Listing Office 1		Bonus
Listing Agent 2 (if applicable)		Owner
Listing Agent 3 (if applicable)		Tax Id
Listing Office 2 (if applicable)		Showing Instructions
Listing Office 3 (if applicable)		Leased
Taxes		Past Title Company
Tax Year		Terms
HOA Dues		MinEarn\$
Payment Per		Possession
RETT		

EXHIBIT “C”

Licensed Data Fields for IDX Display

Commercial Property Class – Active Status and Under Contract Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Class	Zip	Imp/Size
Type	# of Tenants	APPX/AGE
Area	Number of Acres	Special Loc
Asking Price	Sq Ft Unfin Est	Directions 1
Address	Phone Lines	Directions 2
Location	Primary Heat	List Agent 1 Contact -Direct Phone
Status	Spec Asm	List Agent 1 Contact -Cell Phone
Parking	Terms	List Agent 1 Contact -E-Mail
Full Baths	MinEarn\$	IDX/Reciprocity
Half Baths	Possession	Virtual Tour Webpage
Unit #	Gross Income	On Personal Website
Total Number of Units	Operating Income	Listing Date
Subdivision/Complex	P/P/Inve 1	Expiration Date
Zoning	P/P/Inve 2	Original Price
Legal 1	Remarks	List Agent 2 Contact -Direct Phone
Legal 2	Features	List Agent 2 Contact -Cell Phone
Sq Ft Finished Est	Pictures	List Agent 2 Contact -E-Mail
Source SqFt		List Agent 3 Contact -Direct Phone
Disclosures 1		List Agent 3 Contact -Cell Phone
Disclosure 2		List Agent 3 Contact -E-Mail
View 1		List Agreement
View 2		Variable/Commission
Year Built		Commission -TBC
Year Remodeled		Commission -BBC
Agent		Bonus
Listing Office 1		Owner
Listing Agent 2 (if applicable)		Tax Id
Listing Agent 3 (if applicable)		Showing Instructions
Listing Office 2 (if applicable)		Leased
Listing Office 3 (if applicable)		Past Title Company
Taxes		
Tax Year		
HOA Dues		
Payment Per		
RETT		
Lease Info 1		
Lease Info 2		

EXHIBIT “C”

Licensed Data Fields for IDX Display

Condo Property Class – Active Status and Under Contract Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Class	Zip	Approx SqFt
Type	Total Number of Units	Age
Area	Phone Lines	Special Loc
Asking Price	TV Service	Est Unfinished SqFt
Address	Primary Heat	Garage SqFt
Location	Remarks	Decks SqFt
Status	Features	Directions 1
Bedrooms	Pictures	Directions 2
Lofts		Directions 3
Full Baths		List Agent Contact -Direct Phone
Half Baths		List Agent Contact -Cell Phone
Garage/Parking		List Agent Contact -E-Mail
Deed Restrict		Realtor Com
Unit #		Virtual Tour Webpage
Complex		On Personal Website
Zoning		Listing Date
Legal 1		Expiration Date
Legal 2		Original Price
Est Finished Sq Ft		List Agent 2 Contact -Direct Phone
Source SqFt		List Agent 2 Contact -Cell Phone
Year Built		List Agent 2 Contact -E-Mail
Year Remodeled		List Agent 3 Contact -Direct Phone
Disclosures 1		List Agent 3 Contact -Cell Phone
Disclosures 2		List Agent 3 Contact -E-Mail
View 1		List Agreement
View 2		Variable/Commission
Agent		Comm% -TBC
Listing Office 1		Comm% -BBC
Listing Agent 2 (if applicable)		Bonus
Listing Agent 3 (if applicable)		Owner
Listing Office 2 (if applicable)		Tax Id
Listing Office 3 (if applicable)		Showing Instructions
Taxes		Occupant
Tax Year		Past Title Company
HOA Dues		Other Dues
Payment Per		Paid Per
RETT		Spec Asm
		Terms
		MinEarn\$
		Possession

EXHIBIT “C”

Licensed Data Fields for IDX Display

Fractional Property Class – Active Status and Under Contract Statuses

Required	Optional	Prohibited
MLS #	State	Sale/Rent
Class	Zip	Approx SqFt
Type	Total Number of Units	Age
Area	Zoning	Special Loc
Asking Price	Phone Lines	Est Unfinished SqFt
Address	TV Service	Garage SqFt
Location	Primary Heat	Decks SqFt
Status	Other Dues	Directions 1
Bedrooms	Paid Per	Directions 2
Lofts	SpecASM	Directions 3
Full Baths	Remarks	List Agent Contact -Direct Phone
Half Baths	Features	List Agent Contact -Cell Phone
Frac Size	Pictures	List Agent Contact -E-Mail
Garage/Parking		IDX/Reciprocity
Unit #		Realtor Com
Rotation #		Vitural Tour Website
Complex		On Personal Website
Legal 1		Listing Date
Legal 2		Expiration Date
Est Finished SqFt		Original Price
Source SqFt		List Agent 2 Contact -Direct Phone
Year Built		List Agent 2 Contact -Cell Phone
Year Remodeled		List Agent 2 Contact -E-Mail
Disclosures 1		List Agent 3 Contact -Direct Phone
Disclosures 2		List Agent 3 Contact -Cell Phone
View 1		List Agent 3 Contact -E-Mail
View 2		List Agreement
# of Weeks/Year		Variable/Commission
Floating Unit		Comm% -TBC
Rotation System		Comm% -BBC
Vacation Trading		Bonus
Agent		Owner
Listing Office 1		Tax Id
Listing Agent 2 (if applicable)		Showing Instructions
Listing Agent 3 (if applicable)		Occupant
Listing Office 2 (if applicable)		Past Title Company
Listing Office 3 (if applicable)		Terms
Taxes		MinEarn\$
Tax Year		Possession
HOA Dues		
Payment Per		
RETT		