

## Instructions for Completing this Document:

- 1) Select the type of license that you are requesting from the selections on page 6. Fees for each license is located on page 8
  - IDX Active and Sold
  - VOW
  - Firm Internal Use
  - Firm AVM
- 2) CONSULTANT /Vendor should complete Consultant section
- 3) Broker/Designated Realtor should complete the FIRM section. The signatory broker/designated Realtor must be a VALLEYMLS.COM Participant.
- 4) The agent should complete the SALESPERSON PARTY section. **Agents that are subject to a fee waiver under VALLEYMLS.COM's Certification of Non-Use Policy (VALLEYMLS.COM Policy Statement 7.43) are not permitted to receive a data feed for any purpose from VALLEYMLS.COM.**
- 5) Email the executed document to: [melissa@hbrmls.com](mailto:melissa@hbrmls.com)

## NEXT STEPS:

- RETS/API credentials will be set up for the CONSULTANT accessing the RETS/API server
  - CONSULTANT will receive an email from our MLS (Paragon) with a password.
  - A second email will be sent (after all setup fees have been paid), that will contain the RETS url address and Credentials to log in.
- The CONSULTANT will receive an invoice for the applicable licensing fees.
- The CONSULTANT will be required to email Melissa Reed at the above email once payment is provided and the MLS will reply back to the CONSULTANT with the RETS/API access login credentials.

## Terms (provided for reference only):

IDX means Internet Data Exchange

VOW means Virtual Office Website

Firm means a Brokerage Company

AVM means Automated Valuation Model

Consultant/Vendor is the entity signing this agreement. This is not an employee of a Broker or an Agent that performs IDX Data downloading, manipulation, and formatting on behalf of one or more Brokers or Agents.

RETS means Real Estate Transaction Service

API means Application Program Interface

# [VALLEYMLS.COM PARTICIPANT DATA ACCESS AGREEMENT]

# ValleyMLS.Com Inc.

## Participant Data Access Agreement

This AGREEMENT is made and entered into by VALLEYMLS.COM, Inc. with offices at 535 Monroe Street, Huntsville, AL 35801; the real estate brokerage firm identified as "Firm" on the signature page below ("Firm"); the Salespersons affiliated with Firm that are identified on the signature page and in Exhibit C, if any (collectively the "Salesperson Party"); and the individual or business association identified as "Consultant" on the signature page below, if any ("Consultant").

### DEFINITIONS

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

**Approved Data Fields:** The subset of VALLEYMLS.COM Data, specifically those data fields (e.g. all RETS/API resources, classes (property types), property type statuses, media and data fields) that are approved for use under this Agreement and are accessible from the Data Interface, as specified in Exhibit E.

**AVM:** An automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA) or similar product or service using VALLEYMLS.COM Data and possibly other data, provided it can fairly be characterized as a valuation of real property, and only to the extent permitted by the VALLEYMLS.COM Policies. An AVM need not include any human judgment or analysis.

**Confidential Information:** "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all VALLEYMLS.COM Data, except to the extent to which this Agreement and the VALLEYMLS.COM Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that VALLEYMLS.COM obtains from any third party that VALLEYMLS.COM treats as proprietary or designates as Confidential Information, whether or not owned or developed by VALLEYMLS.COM; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

**Data Interface:** The transport protocols and data storage formats provided by VALLEYMLS.COM for use by Firm, Salesperson Party, and Consultant; VALLEYMLS.COM may modify the Data Interface in its sole discretion from time to time.

**Firm AVM:** Use and display of portions of the VALLEYMLS.COM Data by Firm for AVM purposes subject to the provisions of Exhibit D of this Agreement.

**Firm-Related Persons:** Consultant, if any, and employees of Firm who are not Salespersons or broker/managers.

**Firm Internal Use:** Any use of those portions of the VALLEYMLS.COM Data relating to Firm's own listings; and any use of those portions of the VALLEYMLS.COM Data relating to listings of Participants other than Firm that exposes VALLEYMLS.COM Data only to Firm-Related Persons and to Salespersons affiliated with Firm, subject to the VALLEYMLS.COM Policies.

**IDX:** Use and display of portions of the VALLEYMLS.COM Data under the Internet Data Exchange provisions of the VALLEYMLS.COM Policies.

**Mobile Applications:** Any displays of IDX data authorized by VALLEYMLS.COM Policies and listed in Exhibit C that are not web sites. "Mobile Applications" does not include mass media display of VALLEYMLS.COM Data.

**VALLEYMLS.COM Data:** Data relating to real estate for sale, previously sold, or listed for sale, and to VALLEYMLS.COM Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into VALLEYMLS.COM's databases by VALLEYMLS.COM Participants and VALLEYMLS.COM, or on their behalf.

**VALLEYMLS.COM Policies:** VALLEYMLS.COM's Rules and Regulations, as amended from time to time, and any operating policies promulgated by VALLEYMLS.COM.

**Participant:** This term has the meaning given to it in the VALLEYMLS.COM Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than VALLEYMLS.COM. Where applied in this Agreement to Participants other than Firm, "Participant" also includes Salespersons affiliated with those Participants for whom the Participants are responsible under the laws of the State of Alabama.

**Salesperson:** Any person holding a real estate license in Alabama who is not a Participant but who is subject to a Participant's supervision under the laws of Alabama.

**Second Level Domain:** "Second Level Domain" has the meaning given to it in this paragraph. "URL" means a web address, including the "http://" and any material appearing after a slash in the address. "Domain Name" means a URL, less the "http://" and any material appearing to the right of the next slash ("/" in the address. (So for example, in the URL "Http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".) "Top Level Domain" means the portion of the Domain Name to the right of the right-most period. (In the example, "COM".) "Second Level Domain" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, "ABCREALTY.COM".) "Third Level Domain" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".)

**VOW:** Use and display of portions of the VALLEYMLS.COM Data under the Virtual Office Website (VOW) provisions of the VALLEYMLS.COM Policies.

### VALLEYMLS.COM'S OBLIGATIONS

2. VALLEYMLS.COM grants to Firm and Salesperson Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the Approved Data Fields, and the right to sublicense the same to Consultant, during the term of this Agreement, only to the extent expressly permitted by and subject to all times to the terms and restrictions of this Agreement; any other use of the VALLEYMLS.COM Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. VALLEYMLS.COM retains all rights not expressly granted herein.

3. VALLEYMLS.COM agrees to provide to Firm, Salesperson Party, and Consultant, during the term of this Agreement, (a) access to the Approved Data Fields and/or VALLEYMLS.COM Data via the Data Interface under the same terms and conditions VALLEYMLS.COM offers to other VALLEYMLS.COM Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the VALLEYMLS.COM Policies. VALLEYMLS.COM does not undertake to provide technical support for the Data Interface or the VALLEYMLS.COM

Data. The Data Interface, together with access to the VALLEYMLS.COM Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or VALLEYMLS.COM Data shall not constitute a default by VALLEYMLS.COM under this Agreement.

## FIRM'S OBLIGATIONS

4. Firm and Salesperson Party shall comply with the VALLEYMLS.COM Policies at all times. In the event of any perceived conflict between the VALLEYMLS.COM Policies and this Agreement, the VALLEYMLS.COM Policies shall govern.

5. Firm and Salesperson Party shall use the Approved Data Fields obtained under this Agreement for Firm Internal Use, IDX, VOW, and Firm AVM use only; the permissible use shall be specified in the signature page and Exhibit A. Any other use is strictly prohibited. Firm and Salesperson Party shall not make the VALLEYMLS.COM Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Salesperson Party may display the VALLEYMLS.COM Data on web sites and Mobile Applications only to the extent permitted by the VALLEYMLS.COM Policies and then only on a site or sites resident at the Second Level and Third Level domain(s) and Mobile Applications indicated on the signature page and in Exhibit C of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Firm and Salesperson Party acknowledge that ownership and use rights relating to copyrights in the VALLEYMLS.COM Data are defined in the VALLEYMLS.COM Policies or in the terms of the participant and subscriber agreements between VALLEYMLS.COM Firm and Salesperson Party, or both. Firm and Salesperson Party shall not challenge or take any action inconsistent with VALLEYMLS.COM's ownership of or rights in the VALLEYMLS.COM Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If VALLEYMLS.COM notifies Firm or Salesperson Party of a breach of the VALLEYMLS.COM Policies or this Agreement and Firm or Salesperson Party does not immediately cure the breach, Firm and Salesperson Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with VALLEYMLS.COM under Paragraph 10.

8. Firm and Salesperson Party shall pay the fees, if any, that VALLEYMLS.COM customarily charges other VALLEYMLS.COM Participants for data access. Firm and Salesperson Party acknowledge receipt of VALLEYMLS.COM's current schedule of such fees, if any. VALLEYMLS.COM may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Salesperson Party. Firm and Salesperson Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Firm is surety for Salesperson Party's and Consultant's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

## CONSULTANT'S (VENDOR) OBLIGATIONS

10. Consultant shall immediately correct any breach of this Agreement or violation of the VALLEYMLS.COM Policies within its control, whether committed by Firm, Salesperson Party, or Consultant, upon notice from VALLEYMLS.COM.

11. Consultant acknowledges that (as among the parties to this Agreement) Firm and VALLEYMLS.COM possess all right, title, and interest in all copyrights in the VALLEYMLS.COM Data. Consultant shall not challenge or take any action inconsistent with VALLEYMLS.COM's and Firm's ownership of or rights in the VALLEYMLS.COM Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the VALLEYMLS.COM Data or the Confidential Information available to any third party, except on behalf of Firm and Salesperson Party and in a manner consistent with Firm's and Salesperson Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the VALLEYMLS.COM Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Salespersons affiliated with Firm other than the Salesperson Party), Consultant must enter separate contracts with VALLEYMLS.COM. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Salespersons, that each Salesperson Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in VALLEYMLS.COM terminating all of Consultant's access to the VALLEYMLS.COM Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultant warrants that any effort or use of the VALLEYMLS.COM Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultant shall pay the fees, as outlined in Exhibit B, that VALLEYMLS.COM customarily charges other consultants for data access. Consultant acknowledges receipt of VALLEYMLS.COM's current schedule of such fees, if any. VALLEYMLS.COM may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultant. Consultant shall be liable for all costs, including reasonable attorney fees and late fees, associated with collecting amounts due under this Agreement.

15. Consultant is surety for Firm's and Salesperson Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultant shall notify VALLEYMLS.COM within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

## AUDITS OF COMPLIANCE

16. VALLEYMLS.COM may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Salesperson Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Salesperson Party's, and Consultant's compliance with this Agreement ("Audit"). VALLEYMLS.COM may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Salesperson Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that VALLEYMLS.COM Data is displayed in accordance with the VALLEYMLS.COM Policies; using all features available to end-users of Firm's, Salesperson Party's, and Consultant's systems that employ the VALLEYMLS.COM Data; and posing as consumers to register and test services Firm, Salesperson Party, and Consultant make available to consumers using the VALLEYMLS.COM Data. VALLEYMLS.COM shall pay the costs it incurs, and the out-of-pocket costs Firm, Salesperson Party, and Consultant incur, as part of any Audit; provided, however, Firm or Salesperson Party shall be liable for all costs of any Audit that discloses that Firm, Salesperson Party, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

## CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially

reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

## TERM AND TERMINATION

18. The term of this Agreement begins on the date that VALLEYMLS.COM signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in VALLEYMLS.COM; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Consultant that Consultant is no longer designated to provide IDX, VOW, or AVM services to it; (f) with regard to any Salesperson Party, immediately upon any event that results in the Salesperson Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Salesperson Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and VALLEYMLS.COM subsequently reinstates those privileges, this Agreement shall automatically be reinstated if VALLEYMLS.COM resumes its obligations under Paragraphs 2 and 3. In the event Firm, Salesperson Party, or Consultant breaches this Agreement and entitles VALLEYMLS.COM to terminate under Paragraph 18, VALLEYMLS.COM may in its sole discretion suspend its performance instead of terminating this Agreement. VALLEYMLS.COM may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Salesperson Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Salesperson Party, and Consultant shall make no further use of the VALLEYMLS.COM Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Salesperson Party's rights under this Agreement are restored.

## GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Alabama, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **VALLEYMLS.COM's Remedies.** (a) Injunctive relief: Because of the unique nature of the VALLEYMLS.COM Data and Confidential Information, Firm, Salesperson Party, and Consultant acknowledge and agree that VALLEYMLS.COM would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate VALLEYMLS.COM for a breach. VALLEYMLS.COM is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Salesperson Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by VALLEYMLS.COM, and without posting any bond. (b) Liquidated damages: Firm, Salesperson Party, and Consultant acknowledge that damages suffered by VALLEYMLS.COM from access to the VALLEYMLS.COM Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the

VALLEYMLS.COM Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to VALLEYMLS.COM to enter into this Agreement, Firm, Salesperson Party, and Consultant agree that in the event Firm, Salesperson Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the VALLEYMLS.COM Data or disclose the VALLEYMLS.COM Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Salesperson Party, and Consultant shall be liable to VALLEYMLS.COM for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Salesperson Party, and Consultant under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL VALLEYMLS.COM BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF VALLEYMLS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL VALLEYMLS.COM BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, SALESPERSON PARTY, AND CONSULTANT HAVE PAID VALLEYMLS.COM, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, SALESPERSON PARTY, AND CONSULTANT ACKNOWLEDGE THAT VALLEYMLS.COM PROVIDES THE VALLEYMLS.COM DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. VALLEYMLS.COM SHALL NOT BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE VALLEYMLS.COM DATA, ANY FAILURE TO UPDATE THE VALLEYMLS.COM DATA PROMPTLY, OR THE VALLEYMLS.COM DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. VALLEYMLS.COM makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution; Attorney's fees.** In the event VALLEYMLS.COM claims that Firm, Salesperson Party, or Consultant has violated the VALLEYMLS.COM Policies, VALLEYMLS.COM may, at its option, resolve such a claim according to the disciplinary procedures set out in the VALLEYMLS.COM Policies, provided VALLEYMLS.COM does not also base a claim that Firm, Salesperson Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant is not a party arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Alabama located in Madison County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to VALLEYMLS.COM's disciplinary procedures or to arbitration. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any

and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultant indemnifies VALLEYMLS.COM, Firm, Salesperson Party, or customers of VALLEYMLS.COM, Firm, or Salesperson Party, to whom Consultant provides a product or service using VALLEYMLS.COM Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to VALLEYMLS.COM Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same. VALLEYMLS.COM may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the VALLEYMLS.COM Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of VALLEYMLS.COM or have any authority to make any agreements or representations on the behalf of VALLEYMLS.COM. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

# ValleyMLS.com, Inc.

## Participant Data Access Agreement

Under this Agreement, **FIRM AND SALESPERSON PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Salesperson Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with VALLEYMLS.COM and each such consultant.

Under this Agreement, **CONSULTANT/VENDOR IS PERMITTED TO WORK ONLY WITH THE FIRM AND SALESPERSON PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Salespersons affiliated with Firm except the Salesperson Party. Consultant must enter into a new version of this Agreement with VALLEYMLS.COM and each additional Participant or amend this Agreement with VALLEYMLS.COM to add additional Salespersons affiliated with Firm as Salesperson Parties.

If Firm or Salesperson Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box. If this Agreement is for services to Firm only, and there is no Salesperson Party, Firm should cross out the Salesperson Party signature box.

**This Agreement is for the following uses (check all that apply):**

**IDX (with Act/sold and unlimited VALLEYMLS.COM clients)**  **VOW: (Virtual Office Website)**  **Firm Internal Use**  **Firm AVM.**

<p><b>VALLEYMLS.COM:</b></p> <p>_____ Signature</p> <p>_____ Name</p> <p>Date: _____ (effective date of this Agreement)</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____</p>	<p><b>CONSULTANT</b></p> <p>_____ Consultant name</p> <p>_____ Signature of owner or officer</p> <p>_____ Name of owner or officer</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p>
<p><b>FIRM (Company/</b></p> <p>_____ Firm name</p> <p>_____ Signature of Broker in Charge/VALLEYMLS.COM Participant</p> <p>_____ Printed Name</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p> <p>_____ Domain URL or Mobile Application:</p> <p><input type="checkbox"/> <b>IDX</b> <input type="checkbox"/> <b>VOW</b> <input type="checkbox"/> <b>Firm AVM</b> (If more than one will be used, specify each in Exhibit C)</p>	<p><b>SALESPERSON PARTY</b></p> <p>(If there is more than one, have each named and sign on Exhibit C.)</p> <p>_____ Salesperson Party name</p> <p>_____ Signature of Salesperson Party</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p> <p>_____ Domain URL or Mobile Application:</p> <p><input type="checkbox"/> <b>IDX</b> <input type="checkbox"/> <b>VOW</b> <input type="checkbox"/> <b>Firm AVM</b> (If more than one will be used, specify each in Exhibit C.)</p>

## Exhibit A – Licensee’s Purpose and Specific Use of Licensed Content

**(please select all that apply) Please return this page!**

Display Data Content, under the Internet Data Exchange (IDX with Active and Sold status) program as outlined in the VALLEYMLS.COM IDX Policies, on \_\_\_\_\_ website or mobile device.

Display MLS Content, under the Virtual Office Website (VOW) program as outlined in the VALLEYMLS.COM VOW Policies, on \_\_\_\_\_ website.

**VOW** - Firm must obtain the name of and a valid e-mail address for each Registrant. Each Registrant must agree to the terms of use described in Section B.3 of this Agreement. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

Non-Public Access and/or display MLS content via \_\_\_\_\_  
Name of Product or Service

- **FIRM INTERNAL USE FEED (BACK OFFICE)**

- Any use of those portions of the VALLEYMLS.COM Data relating to Firm’s own listings; and any use of those portions of the VALLEYMLS.COM Data relating to listings of Participants other than Firm that exposes VALLEYMLS.COM Data only to Firm Related Persons and to Salesperson affiliated with Firm, subject to VALLEYMLS.COM Policies. *(Firm internal use is often used in applications such as; market-share analyses, showing scheduling services, etc.)*

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- **FIRM AVM**

Use and display of portions of VALLEYMLS.COM Data by Firm for AVM purposes subject to the provisions of Exhibit D of the VALLEYMLS.COM Participant Agreement. *(Firm AVMs enable brokers to use MLS data for automated valuations (AVMS, BPOs and CMA’s) where permitted by law).*

Other (be specific)

## Exhibit B – Consultants Data Licensing Fee Schedule

MLS Data License	Annual License Fee
Internet Data Exchange (IDX) MULTIPLE Clients Active and Sold listing status (Via RETS or API) – <b>Circle which one</b>	\$750.00 <i>(\$150.00 setup fee)</i>
Internet Data Exchange (IDX) SINGLE Client Active and Sold listing status (Via RETS or API) – <b>Circle which one</b>	\$300.00 <i>(\$50.00 setup fee)</i>
Virtual Office Website (VOW) (Via RETS or API) – <b>Circle which one</b>	\$1000.00 <i>(\$300.00 setup fee)</i>
Firm Internal Use for Back Office & Firm AVM (Via RETS or API) – <b>Circle which one</b>	\$600.00 <i>(\$150.00 setup fee)</i>

**A 10% late fee of the amount due (minimum of \$20.00) will be assessed for payments that are 10 days past the due date**



# ValleyMLS.com, Inc. Participant Data Access Agreement

## Exhibit C – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Salesperson Party, and Consultant may display VALLEYMLS.COM Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM

2. **Additional Salesperson Parties:** If there are two or more Salesperson Parties, each Salesperson Party after the first is identified by name here, and each must sign this Agreement. Each Salesperson Party listed here consents to VALLEYMLS.COM making communications and notices under this Agreement to Firm only. (Attached additional pages if necessary.)

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature

# ValleyMLS.com, Inc.

## Participant Data Access Agreement

### Exhibit D – Firm AVM Data Use Requirements

This Exhibit governs any use of the VALLEYMLS.COM Data licensed under this Agreement for use in Firm AVMs.

B.1. Firm may provide Firm Valuation services to Registrants with whom Firm establishes a broker-customer or broker-client relationship, if such a relationship is required and defined by state law; including completion of all actions required by state law in connection with providing real estate brokerage services to Registrants. Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing Valuation services, and Consultant may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Firm Valuation services, the transaction must still occur between the Firm and Registrant, but may be facilitated by Consultant.

B.2. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage backed securities, Government Sponsored Entities (GSEs), or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

B.3. Firm, or Consultant on behalf of Firm where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Each Registrant must agree to the terms of use described in Section B.4 of this Exhibit or substantially similar terms of use. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use. Firm may utilize Consultant's technology platform to facilitate and fulfill its obligations under Sections B.3, and B.4, and B.5.

B.4. Firm, or Consultant on behalf of Firm where permitted by state law, shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

B.4.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Firm Valuation from Firm, if a consumer-broker relationship is not required by state law.

B.3.3: that Registrant B.4.2: that all information obtained by Registrant from Firm Valuation is intended only for Registrant's business purposes related to (1) mortgage loan foreclosure or default risk assessment, or the review of the quality or accuracy of real estate appraisals or other valuations (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower's financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase or sale of performing, re-

performing or non-performing loans, or (6) the purchase, sale or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

B.4.3: except as provided in Section B.4.2, that Firm Valuations may not be used for any other purposes, including display on publically accessible websites, and that Registrant shall not resell Firm Valuation and will not copy, redistribute, or retransmit or otherwise use any of the VALLEYMLS.COM Data provided in Firm Valuation.

B.4.4: that Registrant acknowledges, as between the parties, VALLEYMLS.COM's ownership of and the validity of the VALLEYMLS.COM's copyright in the VALLEYMLS.COM Data.

B.5. The terms-of-use agreement described in Section B.4 shall also expressly authorize VALLEYMLS.COM and other Participants or their duly authorized representatives to access and review the form used by Firm for any Firm Valuation for the purposes of verifying compliance with VALLEYMLS.COM Policies and monitoring use of Participants' listings by the Firm Valuation. To the extent that Registrant breaches the terms-of-use agreement described in Section B.4, Firm and Consultant shall be liable to VALLEYMLS.COM as if Firm or Consultant had breached the terms-of-use agreement itself. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

B.6. Firm may utilize Consultant's technology platform and services to facilitate the fulfillment of Firm Valuations services to Registrants, subject to and as permitted by state law.

B.7. Firm's right to use VALLEYMLS.COM Data in any Firm Valuation is subject to the applicable office of Firm being a Participant in VALLEYMLS.COM. In other words, an office of Firm that is not a Participant of VALLEYMLS.COM may not use VALLEYMLS.COM Data in any Valuation provided to any third party.

B.8. Firm must protect the VALLEYMLS.COM Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the VALLEYMLS.COM Data and Valuations.

B.9. Firm must make a copy of any type of Firm Valuation sold by Firm available to VALLEYMLS.COM for purposes of verifying compliance with this Agreement and VALLEYMLS.COM Policies.

B.10. VALLEYMLS.COM shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of VALLEYMLS.COM Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that VALLEYMLS.COM includes User Confidential Data in

the Data Interface, Firm and Consultant shall ensure that it is not disclosed to Registrants or any other third party.

B.11. Firm shall maintain an audit trail of Firm's delivery to Registrant of all Firm Valuations and make that information available to VALLEYMLS.COM if VALLEYMLS.COM has reason to believe that any Registrant has caused or permitted a breach of the terms of use or comparable agreement.

B.12. Firm shall cause to be placed on any Firm Valuation or terms of use a notice indicating that the VALLEYMLS.COM

Data displayed on the Firm Valuation is not guaranteed accurate by the VALLEYMLS.COM or other Participants.

B.13. In any display of VALLEYMLS.COM Data to any Registrant, Firm shall display the copyright notice of VALLEYMLS.COM or substantially similar. The copyright notice should take one of the following forms: "Copyright 20XX ValleyMLS.com, Inc." or "© 20XX ValleyMLS.com Inc.". Firm shall replace "20XX" with the current year as of January 1 each year.

## ValleyMLS.com, Inc. Participant Data Access Agreement

Third Party Consultant/Vendor agrees that you are the only entity that downloads, controls, or otherwise “touches” the Data on behalf of the Brokers and/or Agents with which you have a relationship and you agree to notify VALLEYMLS.COM immediately if you learn of any facts which render the foregoing statement untrue. Furthermore, this license agreement is for back-office use and cannot be publicly displayed.

### RESIDENTIAL:

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Agent Report Remarks , AIR CONDITION , Appear on Internet , APPLIANCES , APX AGE , Basement Sqft , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , BEDROOM2 DESC , Bedroom2 Dim , Bedroom2 Level , Bedroom3 , BEDROOM3 DESC , Bedroom3 Dim , Bedroom3 Level , Bedroom4 , BEDROOM4 DESC , Bedroom4 Dim , Bedroom4 Level , Bedrooms (total #) , Breakfast , BRKFST ROOM DESC , Brkfst Room Dim , Brkfst Room Level , City , Class , Closed Date , Co-Listing Agent , Co-Listing Office , CONSTRUCTION , County , Dining , DINING ROOM DESC , Dining Room Dim , Dining Room Level , DIRECTIONS , DOM , Elementary School , Family , FAMILY ROOM DESC , Family Room Dim , Family Room Level , FENCE , FIREPLACE , Foreclosure , Foyer , FOYER DESC , Foyer Dim , Foyer Level , GARAGE/CARPOR , Geo Latitude , Geo Longitude , HEAT , High School , IDX Include , Kitchen , KITCHEN DESC , Kitchen Dim , Kitchen Level , LA1Agent Email , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Status , LA1Agent Type , LA1User Code , LEASE PROPERTY Y/N , List Date , List Price , Listing Agent , Listing Office , Living , LIVING ROOM DESC , Living Room Dim , Living Room Level , LO1Office Abbreviation , LO1Office Identifier , LO1Office Type , LO2Main Office ID , Lot , Lot Size , Master BR , MASTER BR DESC , MasterBR Dim , MasterBR Level , Middle School , MLS # , OA? , Original Price , OTHER ROOM 1 DESC , OTHER ROOM 2 DESC , OTHER ROOM 3 DESC , OTHER ROOM 4 DESC , OTHER ROOM 5 DESC , OTHER ROOM 6 DESC , OTHER ROOM 7 DESC , OTHER ROOM 8 DESC , Other Room1 Dim , Other Room1 Level , Other Room2 Dim , Other Room2 Level , Other Room3 Dim , Other Room3 Level , Other Room4 Dim , Other Room4 Level , Other Room5 Dim , Other Room5 Level , Other Room6 Dim , Other Room6 Level , Other Room7 Dim , Other Room7 Level , Other Room8 Dim , Other Room8 Level , Other Rooms1 , Other Rooms2 , Other Rooms3 , Other Rooms4 , Other Rooms5 , Other Rooms6 , Other Rooms7 , Other Rooms8 , Other School , OUTDOOR , OWNER ASSOCIATION INCL , Owner Association Name , PARCEL # , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , Rooms (total #) , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , Selling Office , Short Sale , Sold Price , State , Status , Status Date , STYLE , SUB STRUCTURE , Subdivision , Syndication , SystemID , TO SHOW , Tot Fin Sqft Apx , Type , Unit # , Update Date , Virtual Tour , VOW: Display Address , Water Property , Zip

### LAND/LOT

Acreage , Address Direction , Address Number , Address Search Number , Address Street , City , Class , Closed Date , County , Deed Restrictions , DOM , Elementary School , Foreclosure , Frontage , Geo Latitude , Geo Longitude , High School , IDX Include , LA1Agent Email , LA1Agent First Name , LA1Agent Last Name , LA1Agent Status , LA1Agent Type , LA1User Code , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Identifier , LO1Office Type , Lot , Lot Size , Middle School , MLS # , Mobile Home Allowed , Other School , PARCEL # , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , Selling Office , SEWER , Short Sale , Sold Price , State , Status , Status Date , Subdivision , Syndication , SystemID , Type , Unit # , Update Date , Virtual Tour , VOW: Display Address , WATER , Water Property , WATER PROPERTY , Zip

### MULTI-FAMILY

# of Bldgs , # of Cars , # of FP , # of Units , # Parking , #BR Unit 1 , #BR Unit 2 , #BR Unit 3 , #BR Unit 4 , #FB Unit 1 , #FB Unit 2 , #FB Unit 3 , #FB Unit 4 , #PB Unit 1 , #PB Unit 2 , #PB Unit 3 , #PB Unit 4 , #Units Unit 1 , #Units Unit 2 , #Units Unit 3 , #Units Unit 4 , Acreage , Address , Address Number , Address Street , Appear on Internet , APPLIANCES , City , Class , Closed Date , CONSTRUCTION , COOLING , County , Directions , Elementary School , Foreclosure , HEATING , High School , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Status , LA1Agent Type , LA1User Code , List Date , List Price , Listing Agent , Listing Office , LO1Office Identifier , LO1Office Name , Lot , Lot Size , Middle School , MLS # , Occ , OUTSIDE , Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , Search Price , Sold Price , State , Status , Status Date , Subdivision , Syndication , SystemID , Tax Year Built , Tot Bldg Sqft , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , WATER , Water\_Sewer , Zip

## COMM/IND/BUSINESS

# Onsite Parking , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Allow 3rd Party Comments? , Appear on Internet , Bay Size , Block , Business Only , City , Class , CONSTRUCTION , COOLING , GAS , Gas & Elec , Gross Bldg Sqft , HEATING , IDX Include , LA1Agent Email , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , Lease Inc , Lease Only , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Identifier , MLS # , Office Sqft , PARKING , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , State , Status , Status Date , Subdivision , Syndication , SystemID , Tax Year Built , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , WATER , Water & Sewer , Zip

ACTIVE AGENTS (Unless an Agent has opted out)

ACTIVE OFFICES (Unless an Office has opted out)

MEDIA RESOURCES

OPEN HOUSE RESOURCES

**PARTICIPANT DATA ACCESS AGREEMENT**

**Exhibit G – Approve Virtual Office Website (VOW) Data Fields**

Third Party Consultant/Vendor agrees that you are the only entity that downloads, controls, or otherwise “touches” the Data on behalf of the Brokers and/or Agents with which you have a relationship and you agree to notify VALLEYMLS.COM immediately if you learn of any facts which render the foregoing statement untrue. Furthermore, you will display a small but legible “by line” indicating your identity (corporate or business name) in a manner sufficient to allow VALLEYMLS.COM to immediately identify you whenever and wherever You cause VALLEYMLS.COM Data to be displayed (e.g. “VOW Data display by XYZ, Inc).

**RESIDENTIAL:**

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , 1st Level Sqft , 2nd Level Sqft , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , AIR CONDITION , Allow 3rd Party Comments? , Appear on Internet , APPLIANCES , APX AGE , Basement Sqft , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , Bedroom3 , Bedroom4 , Bedrooms (total #) , Block , Bluff/Brow View , Breakfast , City , Class , Closed Date , CONSTRUCTION , County , Dining , Elementary School , Family , FARM FENCE , FENCE , FIREPLACE , Foyer , Garage Sqft/Dim , GARAGE/CARPORT , Geo Address Line , Geo Latitude , Geo Longitude , Geo Subdivision , Handicap Ext , Handicap Int , HEAT , High School , IDX Include , Intermediate School , Kitchen , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , LAND OPTIONS , List Date , List Price , Listing Agent , Listing Office , Living , LO1Office Abbreviation , LO1Office Identifier , Lot , Lot Size , MAINTENANCE FEE , Master BR , MediaLink1 , MediaLink2 , MediaLink3 , MediaLink4 , MediaLink5 , Middle School , Municipality , OA Fee \$ , OA Terms , OA? , Other School , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , Rooms (total #) , SA1Agent First Name , SA1Agent Last Name , Selling Agent , Sold Price , Sold Terms , State , Status , Status Date , STYLE , Subdivision , Syndication , SystemID , THIRD PARTY CERTIFICATION , Tot Fin Sqft Apx , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Water Property , WATER PROPERTY , WATER/SEWER , Whirlpool , Zip

**LAND/LOT**

ACCESS , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Advertising Remarks , Allow 3rd Party Comment? , Appear on Internet , Block , City , City Limits , Class , Closed Date , County , Deed Restrictions , ELECTRIC , Elementary School , Farm Animals Allowed , Frontage , GAS , Geo Latitude , Geo Longitude , High School , IDX Include , Intermediate School , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , Land Use (Present) , LAND/LOT , List Date , List Price , Listing Agent , Listing Office , LO1Office Identifier , LO1Office Name , LO1Office Phone1 Number , LO1Office Type , Lot , Lot Faces , Lot Size , Middle School , Mobile Home Allowed , Other School , Pasture Acres , Photo Count , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Selling Agent , Selling Office , SEWER , Sold Price , State , Status , Status Category , Status Date , Subdivision , Syndication , SystemID , Tillable Acres , Type , Unit # , Update Date , VOW: Allow AVM? , VOW: Display Address , WATER , Water Property , WATER PROPERTY , Wooded Acres , Zip

**MULTI-FAMILY**

# of Bldgs , # of Cars , # of FP , # of Units , # Parking , #BR Unit 1 , #BR Unit 2 , #BR Unit 3 , #BR Unit 4 , #FB Unit 1 , #FB Unit 2 , #FB Unit 3 , #FB Unit 4 , #PB Unit 1 , #PB Unit 2 , #PB Unit 3 , #PB Unit 4 , #Units Unit 1 , #Units Unit 2 , #Units Unit 3 , #Units Unit 4 , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Advertising Remarks , Allow 3rd Party Comments? , Appear on Internet , APPLIANCES , Apx Age , Block , City , Class , Closed Date , CONSTRUCTION , COOLING , County , Elementary School , ENERGY FEATURES , GAS , Gas\_Elec , Geo Latitude , Geo Longitude , Handicap Ext , Handicap Int , HEATING , High School , IDX Include , INSIDE , Intermediate School , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Type , LA1User Code , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Identifier , Lot , Lot Size , Municipality , Other School , OUTSIDE , PARKING , Photo Count , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Selling Agent , Sold Price , State , Status , Status Date , Subdivision , SystemID , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Waste Removal , WATER , Water\_Sewer , ZipLTI-FAMILY

COMM/IND/BUSINESS

# Docks , # of Buildings , # of Restrooms , # Onsite Parking , ACCESS ROAD , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Advertising Remarks , Allow 3rd Party Comments? , Annual Taxes , Appear on Internet , Apx Age , BASEMENT , Bay Size , Block , Business Name , Business Only , Ceiling Hgt , City , City Limits , Class , Closed Date , CONSTRUCTION , COOLING , County , CURRENT USE , Directions , EASEMENT , ELECTRIC , Equipment , Fixture , FLOOR , Floor Loading , FOUNDATION , GAS , Gas & Elec , Geo Latitude , Geo Longitude , Gross Bldg Sqft , Handicap Ext , Handicap Int , HEATING , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , Lease Inc , Lease Only , Lease\_Finance , LEVELS , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Name , Lot , Lot Size , Municipality , OTHER FEATURES , OUTSIDE , PARKING , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , ROADFRONT , ROOF , ROOMS , SA1Agent First Name , SA1Agent Last Name , Selling Agent , SEWER , Sold Price , Sold Terms , Sprinkler System , State , Status , Status Date , Subdivision , SystemID , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Warehouse Sqft , WATER , Water & Sewer , Zip

RENTAL

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , Address , Address Direction , Address Number , Address Search Number , Address Street , AIR CONDITION , Allow 3rd Party Comments? , APPLIANCES , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , BEDROOM2 DESC , Bedroom2 Dim , Bedroom2 Level , Bedroom3 , BEDROOM3 DESC , Bedroom3 Dim , Bedroom3 Level , Bedroom4 , BEDROOM4 DESC , Bedroom4 Dim , Bedroom4 Level , Bedrooms (total #) , Block , Bluff/Brow View , Breakfast , BRKFST ROOM DESC , Brkfst Room Dim , Brkfst Room Level , City , City Limits , Class , Commercial , CONSTRUCTION , County , Dining , DINING ROOM DESC , Dining Room Dim , Dining Room Level , Elementary School , Family , FAMILY ROOM DESC , Family Room Dim , Family Room Level , FENCE , FIREPLACE , Foyer , FOYER DESC , Foyer Dim , Foyer Level , GARAGE/CARPORT , Handicap Ext , Handicap Int , HEAT , High School , IDX Include , Intermediate School , Kitchen , KITCHEN DESC , Kitchen Dim , Kitchen Level , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Phone1 Number , LA1User Code , Lease Price , Lease Term , Listing Agent , Listing Office , Living , LIVING ROOM DESC , Living Room Dim , Living Room Level , LO1Office Abbreviation , LO1Office Name , Lot , Master BR , MASTER BR DESC , MasterBR Dim , MasterBR Level , Middle School , Occupancy Date , Original Price , OTHER ROOM1 DESC , Other Room1 Dim , Other Room1 Level , OTHER ROOM2 DESC , Other Room2 Dim , Other Room2 Level , OTHER ROOM3 DESC , Other Room3 Dim , Other Room3 Level , OTHER ROOM4 DESC , Other Room4 Dim , Other Room4 Level , OTHER ROOM5 DESC , Other Room5 Dim , Other Room5 Level , OTHER ROOM6 DESC , Other Room6 Dim , Other Room6 Level , OTHER ROOM7 DESC , Other Room7 Dim , Other Room7 Level , OTHER ROOM8 DESC , Other Room8 Dim , Other Room8 Level , Other Rooms1 , Other Rooms2 , Other Rooms3 , Other Rooms4 , Other Rooms5 , Other Rooms6 , Other Rooms7 , Other Rooms8 , Other School , OWNER PAYS , Pet FEE\$ , Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , Rent , RENT INCLUDES , Rooms (total #) , Search Price , State , Status , Status Date , STYLE , SUB STRUCTURE , Subdivision , SystemID , TO SHOW , Type , Update Date , VOW: Allow AVM? , VOW: Display Address? , Water Property , WATER PROPERTY , Zip

ACTIVE AENTS

ACTIVE OFFICES

STATUS =

ACTIVE	CONTINGENT	PENDING	SOLD	LEASED	EXPIRED	WITHDRAWN
1_0	3_1	3_0	2_0	6_0	4_0	5_0