Agreement for Broker/Agent Website Use of MLS Listing Data

This Agreement is entered into between Tucson Associa (TARMLS) and	tion of REALTORS® Multiple Listing Service, Inc.
Jodikoch	, Designated Broker o
(Design	nated Broker)
Kelle	r Williams Realty
(Office)
and	
(Agent,	if applicable).

- General Provisions: This Agreement addresses Broker/Agent use of TARMLS Listing Data for publication on Internet websites. Any Broker or Agent ("Agent" includes Associate Broker) who desires to place TARMLS listing data from other Brokers' listings on their website (hereinafter referred to as TARMLS listing data), must enter into this Agreement with TARMLS. A separate agreement is required for each Internet Address (URL) on which the TARMLS listing data will appear. For Broker or Company based websites, only the Designated Broker must complete this Agreement. For Agent websites both the Agent and that Agent's Designated Broker must complete this agreement. If the Agent moves from one Designated Broker to another, or becomes a Designated Broker, a new Agreement must be completed.
- 2 Data Ownership and Use: All data obtained from the MLS System is federally copyrighted and remains the property of TARMLS. TARMLS data is provided solely for publication on the Internet as a tool for consumers to search and view properties available for sale, which have been listed with TARMLS members. Utilizing the listing data for any purpose not outlined in this Agreement is not permitted and violates the copyright held by TARMLS.
- Violation of Agreement: Any violation of this agreement can result in immediate revocation of authorization to publish TARMLS listing data on the Broker/Agent website as well as any other penalties specified in the MLS Rules and Regulations. In addition to the terms of this Agreement, Broker/Agent use of TARMLS listing data is subject to TARMLS Rules and Regulations. As always, knowledge of and compliance with TARMLS Rules and Regulations is the responsibility of the Broker and Agent (if applicable).
- 4 Listings Authorized to be Displayed: Only those active listings which indicate an Advertising Option Feature stating that the listing is available for ALL Internet Websites and/or Other Brokerage Company and Agent Websites shall be downloaded and used on Broker/Agent websites.
- 5 Website Appearance and Control: For ALL websites publishing TARMLS listing data pursuant to this Agreement, Designated Broker approval and oversight is required. Responsibility for meeting the terms of this Agreement as well as the MLS Rules & Regulations and Bylaws falls upon both the Designated Broker and Agent (if applicable). The Designated Broker and Agent (if applicable) signing this agreement shall be responsible for making sure the site adheres to all relevant federal, state, and local laws and regulations, including, but not limited to, the regulations of the Arizona Department of Real Estate, and the Federal Fair Housing Act. Any consultant(s) contracted to maintain the Broker's or Agent's website must acknowledge and sign this agreement.
- Information: TARMLS listing data that appears on a website shall not be modified and may not contain any more information than is contained in the approved downloadable fields list. Listing Office Name must be displayed on all listings.

- 7 Search Screen: The Broker/Agent website "search screen" shall contain the unaltered "TARMLS Data Banner" in a clear and conspicuous manner. The graphic file for the banner is available from the TARMLS office.
- Site Scraping: The Designated Broker and Agent (if applicable) must take all reasonable precautions to prevent other sites from copying the TARMLS listing data ("site scraping") from the Broker/Agent's website. Furthermore, the Broker and Agent (if applicable) must take reasonable action to stop known unapproved use of TARMLS information, including but not limited to blocking the IP address of the offending site.
- 9 Updating: The TARMLS listing information used by Broker/Agent must be updated as specified in the TARMLS Rules and Regulations.
- 10 **Disclaimer:** The TARMLS disclaimer "All information deemed reliable, but not guaranteed" must appear on any page viewed or printed which contains TARMLS listing data.
- 11 Warranty: TARMLS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR ONGOING AVAILABILITY OF THE DATA OBTAINED FROM THE TARMLS COMPUTER SYSTEM. Designated Broker and Agent (if applicable) shall indemnify and hold TARMLS harmless, as well as waive any claim against TARMLS for their access or inability to access the TARMLS Computer System or specific data. The parties acknowledge that, by reason of the complexity of the equipment involved, there may be periods of time during which the computer equipment involved may not be capable of transmitting data. There may also be incompatibilities between the Broker/Agent's hardware and/or software and TARMLS hardware and/or software that affects access to the TARMLS Computer System. TARMLS has NOT made and does NOT make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, fitness, suitability, or merchantability of access to the TARMLS system and any accompanying software.
- Agreed to:

 Designated Broker (Required for all websites)

 Print Name:

 Date:

 Print Name:

 Date:

 Print Name:

 Date:

 Print Name:

 Date:

 Print Name:

dotloop signature verification: dilp.us/DtHX-jcqD-c79e

Vendor/Service Provider Information and Signature

no mile.			
Company Name:	larket Leader, Inc		
E-mail address: ML	.SApprovals@Mark	ketLeader.com	
(You must supply an e-mai you for notices under this A	address here. This address will greement.)	be TARMLS's principa	l means of communicating with
Street Address: 110	110th Ave NE #70	0	
City, State, Zip: Belle	vue, WA 98004		
Phone: 877-450-0	0088	Fax: <u>425-95</u>	2-6598
Entered into on behalf of Vo	endor/Service Provider by:		
Signature: <u>Jacob</u>	Wexter		Date: 8/10/17
Print Name: <u>Jacob</u>	Wexler	Title: Ope	erations Specialist
Approved by TARMLS:			
Signature)	****	Title:	Date:

Vendor/Service Provider acknowledges that I am the IDX vendor/developer for the TARMLS member stated above. Vendor/Service Provider agrees to adhere to the TARMLS Rules and Regulations which may be updated from time