

**GAINESVILLE MULTIPLE LISTING, INC. "GMLS"  
DATA LICENSE AGREEMENT**

**Access to GMLS Data**

**For Staff Use**

For: \_\_\_\_\_

Broker: \_\_\_\_\_

Company: \_\_\_\_\_

Website(s): \_\_\_\_\_

Consultant: \_\_\_\_\_ # consultants accessing these credentials \_\_\_\_\_

Login/PW: \_\_\_\_\_

Approved/ Renewed: \_\_\_\_\_

**Gainesville Multiple Listing, Inc., (GMLS)  
1750 NW 80<sup>th</sup> Boulevard  
Gainesville, Florida 32606  
(352) 332-8850**

## GMLS DATA LICENSE AGREEMENT

Date: \_\_\_\_\_

This is a legally binding License Agreement between \_\_\_\_\_ (Participant),  
\_\_\_\_\_ (Subscriber) if applicable,  
Constellation Web Solutions \_\_\_\_\_ (Consultant(s)) if applicable and Gainesville  
Multiple Listing, Inc. (GMLS). Participant must be a Participating Broker by not opting out of IDX or by operating  
a VOW. See current GMLS's Rules and Regulations for further details.

The Participant is requesting access to GMLS Data in the following format:

RETS     IDX4.0     FR CSV File

The Participant is requesting access to GMLS Data for the purpose of:

IDX Display (website)     VOW (website)     Back End System

**SYNDICATION of LISTINGS:** By initialing below Participant hereby grants permission for Vendor to syndicate active listings to third party real estate publishers for the following:

- a.) all of Participant's active listings
- b.) only Subscriber's active listings
- c.) both Participant's and Subscriber's

No listings shall be syndicated if left blank.

### AGREEMENT

This **AGREEMENT** is made and entered into by and among GMLS, the Participant, Consultant(s), if any, and Subscriber if applicable whose names and contact information appear on the Signature Page of this "Agreement".

### RECITALS

Participant wishes to obtain, and GMLS wishes to provide, data for Participant's and/or Subscriber's internal use, IDX, or VOW Display, including the listing data of other Participating Brokers. Participants may wish to engage Consultant(s), i.e., other companies or individuals who are not employees of Participant, to perform data downloading, manipulation, and formatting, as well as programming and design.

### DEFINITIONS

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

**"Affiliated VOW Partner (AVP)":** An entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability, and compliance with the GMLS's VOW Policy and Rules and Regulations.

**"Back End System":** Any data compilation (lead reporting, transaction management platform, accounting reports, etc.) within a firm that shall not be used for public display.

**"Consultant(s)":** Other companies or individuals who are not employees of Participant, to perform data downloading, manipulation, and formatting, as well as programming and web design.

**"GMLS":** Shall mean **Gainesville Multiple Listing, Inc., a Florida Corporation**

**"GMLS Data Feed":** The current filtered aggregate compilation of all active exclusive listings of all Participating Brokers except those listings where the property seller has opted out of internet publication by so indicating on the listing agreement. The filtered data feed includes the data fields identified in Exhibit "A". The GMLS Data Feed is owned by GMLS.

**"IDX Data":** The current aggregate compilation of all active listings of all IDX Brokers except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement. GMLS owns the IDX Data.

**“Multiple Listing Service”:** A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale, lease and appraisal of real property.

**“Participant”:** Any broker who is a principal, partner, corporate officer, or branch manager acting on behalf of the principal, without further qualification, shall be eligible to participate in the GMLS upon agreeing in writing to conform to the Rules and Regulations thereof and pay the costs incidental thereto.

**“Participant Data”:** Data relating to real estate for sale or lease, previously sold or listed for sale or lease, including the GMLS Database, and data entered into the multiple listing system by Participant. GMLS owns the “Participant Data”.

**“Participating Broker”:** A Participant who gives permission to other Participant’s to display its active listings on their IDX or VOW Displays in return for their permission to display their listings on its IDX or VOW Display.

**“Rules”:** The Rules and Regulations of GMLS, as amended from time to time, and any operating policies relating to the GMLS and “Participating Brokers” promulgated by GMLS.

**“Subscriber”:** Any non-principal broker or sales person that is licensed under a Participant.

**“Virtual Office Website (VOW)”:** An GMLS Participant’s Internet website or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search GMLS listing information, subject to the Participant’s oversight, supervision, and accountability.

## LICENSE

1. License Grant. Subject to the terms and conditions of this Agreement, GMLS hereby grants to AVP/Consultant a License to receive from GMLS a RETS access to the GMLS Listing Information for use solely and exclusively in connection with the use of GMLS Listing Information on Participant’s authorized VOW, product or service.
2. Limitations on License. Except as expressly set forth in this Agreement, AVP/Consultant 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 GMLS Listing Information, or otherwise create any derivative works of the GMLS Listing Information, (b) download, distribute, export, deliver, or transmit any of the GMLS Listing Information, including to any computer or other electronic device, except to Participant’s authorized VOW, product or service as permitted under this Agreement, or (c) sell, grant access to, or sublicense the GMLS Listing Information, or any portion of the GMLS Listing Information, to any third party. AVP/Consultant agrees to take all reasonable steps necessary to protect the GMLS Listing Information from unauthorized access, distribution, copying or use.
3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, Participant, Subscriber or AVP/Consultant agrees to pay to GMLS the license fees and other fees as set by GMLS. If AVP/Consultant pays these fees, the Participant or Subscriber will not be required to pay these fees. All fees must be paid in advance and are non-refundable. All subsequent annual fees shall be due and payable on the applicable anniversary dates of the Effective Date.
4. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE GMLS LISTING INFORMATION, IS PROVIDED “AS IS,” AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, GMLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## OWNERSHIP

1. Ownership of Intellectual Property. AVP/Consultant acknowledges and agrees that the GMLS Listing Information is proprietary, original works of authorship of GMLS, may consist of information for which GMLS has sufficient rights to grant this license, and is protected under United States copyright law. AVP/Consultant further acknowledges and agrees that all right, title, and interest in and to the GMLS Listing Information and any modifications, enhancements, or derivative works of the GMLS Listing Information, are and shall remain the property of GMLS. This Agreement does not convey or grant to AVP/Consultant an interest in or to the GMLS Listing Information, but only a limited right to access, use or display the GMLS Listing Information, and this right is revocable in accordance with the terms of this Agreement. AVP/Consultant agrees that it will not challenge or take any action inconsistent with GMLS's ownership of or rights to the GMLS Listing Information as described herein.
2. Trademark License. GMLS grants to AVP/Consultant a limited, non-exclusive, revocable license to use GMLS's trademark(s) identified for the sole purpose of identifying GMLS as the source of the GMLS Listing Information. AVP/Consultant agrees that it shall not use GMLS trademark(s), or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademark(s) of GMLS, or represent or suggest any affiliation between GMLS and AVP/Consultant. AVP/Consultant agrees that it will not file any applications or assert any rights to the GMLS trademark(s) in the United States, or any other country or territory. GMLS may subsequently grant similar rights to AVP/Consultant to use other trademark(s) of GMLS, and AVP's/Consultant's use thereof shall be subject to the provision of this paragraph.
3. Proprietary and Other Notices. AVP/Consultant agrees that it will include and not alter or remove any trademark(s), copyright, other notices, or any disclaimers located or used on or in connection with the GMLS Listing Information. AVP/Consultant agrees to provide notice to any person with access to the display of the GMLS Listing Information that the source of the GMLS Listing Information is GMLS.

## GMLS OBLIGATIONS

1. During the term of this Agreement, GMLS grants to Participant a license to:
  - a. Display the GMLS Data on Participant's IDX Displays, VOW Displays, or Back End Systems, and;
  - b. Make copies of the GMLS Data to the extent necessary to deliver the GMLS Data to consumers on Participant's IDX Displays, VOW Displays, or Back End Systems.
2. During the term of this Agreement, GMLS agrees to provide to Participant, Subscriber, and its Consultant(s):
  - a. Access to the GMLS Data via the Internet using RETS, IDX4.0, FR CSV File, under the same terms and conditions GMLS offers to other Participant's;
  - b. Ten (10) days' advance notice of changes to the file and record formats of the GMLS Data

## PARTICIPANT'S OBLIGATIONS

1. Participant and Consultant hereby acknowledge that GMLS has provided each with a copy of the GMLS Rules and Regulations and agree to be bound by and comply with the Rules and Regulations.
  - a. The Rules and Regulations 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 and Regulations will govern.
  - b. GMLS may modify the Rules and Regulations at any time, in its sole discretion. GMLS agrees to deliver to Participant and Consultant any modification of the Rules and Regulations, and Participant and Consultant shall comply with such modification not later than five (5) business days after receipt.
2. Participant acknowledges GMLS's ownership of the copyrights in the Participant Data and the GMLS Data.
3. Participant shall comply with the requirements relating to confidential information set forth below.
4. In the event that Participant desires to make the GMLS Data or the Confidential Information available to any third party, Participant agrees to require such third party to execute this Agreement and become a Consultant(s) or Subscriber.
5. Failure to comply with the terms of this Agreement, the GMLS Rules and Regulations with regard to IDX or VOW participation, or the misuse of IDX or VOW data shall result in substantial fines, suspension or

- termination, as determined by GMLS, of your IDX or VOW privileges if not remedied within five (5) business days of written notice from GMLS. Refer to Section 9.1.2-Fines, GMLS Rules and Regulations.
- Participant shall notify GMLS in writing within five (5) business days of any change to the information relating to Participant or Subscriber on the Information and Signature Page below.

### CONSULTANT(S) OBLIGATIONS

- If GMLS notifies Participant of a breach of the Rules or this Agreement and Participant does not cure such breach within five (5) business days, GMLS may contact Consultant(s) to cure any such breach that is within Consultant(s) control. Consultant(s) agrees to cooperate with GMLS and act immediately upon notification by GMLS of an uncured breach by Participant.
- Consultant(s) acknowledges GMLS's ownership of the copyrights in the Participant Data and the GMLS Data.
- Consultant(s) shall comply with the requirements relating to confidential information set forth below.
- Consultant(s) shall notify GMLS in writing within five (5) business days of any change to the information relating to it on the Consultant(s) Information and Signature Page below.
- Vendor is required to sign a GMLS Data License Agreement with GMLS for every REALTOR® broker and licensee for whom Vendor provides service. If Vendor signs an Agreement for one Participant's access to the IDX or VOW Data, Vendor is not authorized to use the IDX or VOW Data for Vendor's other clients unless they have signed a GMLS Data License Agreement. Any Vendor that provides the information to anyone other than approved Participants of the GMLS who have signed a GMLS Data License Agreement, will lose access to the IDX or VOW Data provided to Vendor for its clients. Vendor agrees to comply with the GMLS Rules & Regulations, which are incorporated in and made a part of this Agreement by reference.
- Consultant must supply in writing any and all IDX Displays, VOW Displays, or Back End Systems that will be using data obtained through this Agreement. If any changes are made to the distribution of said data this Agreement must be resubmitted to reflect these changes. If GMLS is not notified in writing of a change and one is reported to or found by GMLS this Agreement will be considered null and void; and the data feed or URL will be cancelled.
- Failure to comply with the terms of this Agreement, the GMLS Rules and Regulations with regard to IDX or VOW participation, or the misuse of IDX or VOW data shall result in substantial fines, suspension or termination, as determined by GMLS, of your IDX or VOW privileges if not remedied within five (5) business days of written notice of such noncompliance from GMLS.

### CONFIDENTIAL INFORMATION

- "Confidential Information"** is information or material proprietary to GMLS or designated "confidential" by GMLS and not generally known to the public, which Participant, Subscriber, or Consultant(s) or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):
  - All Participant Data, except the GMLS Data to the extent to which this Agreement and the Rules permit its disclosure;
  - All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - Software, source code, object code, diagrams, flow charts;
  - Techniques, procedures;
  - IP addresses, access codes and passwords; and
  - Any information that GMLS obtains from any third party that GMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by GMLS.
- Exceptions.** The Confidential Information does not include information that:
  - Is in the public domain at the time of disclosure;
  - Is known to all parties other than the Participant at the time of disclosure;
  - Is used or disclosed by the Receiving Party with the prior written consent of GMLS, to the extent of such consent;
  - Becomes known to the Receiving Party from a source other than GMLS without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with GMLS or;

- e. Is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to GMLS prompt notice of any such order.
- 3. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with GMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by GMLS.
- 4. **Restrictions on Use-Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
- 5. **Restrictions on Use-Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of GMLS to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.
- 6. **Restrictions on Use-No Third Party Access.** Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties without prior written consent from GMLS. If GMLS grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.
- 7. **Restriction of Use-Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without GMLS's prior written consent. In the event GMLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
- 8. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by GMLS, the Receiving Party will return to GMLS all Confidential Information and all other materials provided by GMLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy all Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of GMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to GMLS and all magnetic or computer data have been destroyed.

#### TERM AND TERMINATION

- 1. The term of this Agreement begins on the "Effective Date" set forth on the GMLS Information and Signature Page below. GMLS has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
  - a. AVP/CONSULTANT giving GMLS, Participant or Subscriber written notice of the termination;
  - b. Participant or Subscriber giving notice to GMLS they no longer intend to display the GMLS Listing Information;
  - c. AVP/CONSULTANT being no longer designated to provide VOW services to Participant or Subscriber;
  - d. Participant or Subscriber ceasing to remain a Participant or Subscriber in the GMLS;
  - e. AVP/CONSULTANT accessing, downloading, or using data in a manner not authorized for Participants that hinders the ability of Participant or Subscriber to download data;
  - f. Participant, Subscriber or AVP/CONSULTANT violating a VOW Policy, VOW Rule; or
  - g. Participant, Subscriber or AVP/CONSULTANT failing to make required payments to the GMLS.
- 2. Participant, Subscriber, or Consultant's failure to comply with the terms of this Agreement, the GMLS Rules and Regulations with regard to IDX or VOW participation or the misuse of IDX or VOW data shall result in substantial fines, suspension or termination, as determined by GMLS, of your IDX, VOW, or GMLS privileges if not remedied within five (5) business days from written notification from GMLS.

#### GENERAL PROVISIONS

- 1. **Survival of Obligations.** The obligations of Participant set forth under Participant's Obligations above and the obligations of Consultant(s) under Consultant(s) Obligations above shall survive the termination or expiration of this Agreement.

2. **GMLS's Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Participant, Subscriber, and Consultant(s) acknowledge that GMLS would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate GMLS for a breach. GMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Participant, Subscriber, Consultant(s), or any one of them, without showing or proving any actual damages sustained by GMLS.
3. **Attorney's fees.** If GMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay GMLS's reasonable attorney's fees and costs for such legal action.
4. **Limitation of Liability.** GMLS's liability to Participant, Subscriber, and Consultant(s) for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Participant, Subscriber, and Consultant(s) to GMLS, if any, under this Agreement. Participant, Subscriber, and Consultant(s) only other remedy shall be termination of this Agreement. GMLS shall not be liable for any incidental or consequential damages under any circumstances, even if GMLS has been advised of the possibility of such damages. GMLS shall have no liability for inaccuracies in the GMLS Data or the Participant Data and makes no warranties of any kind with regard to the GMLS Data and/or the Participant Data and the accuracy of such data. Participant, Subscriber, and Consultant(s) acknowledge that GMLS is a repository of information provided by third parties and provides such information to Participants, subscribers, and consultant(s) as a service with no warranties or representations as to accuracy or content of such information.
5. **Entire Agreement.** 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. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
6. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the courts in Alachua County Florida.
7. **Indemnification.** Participant and Vendor indemnify and hold harmless GMLS, its officers, directors, employees, attorneys, 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 GMLS Listing Information. GMLS shall have the right to control its own defense and engage legal counsel acceptable to GMLS.
8. **Access to IDX/VOW.** Participant and Subscriber shall at all times make Participant's and Subscriber's IDX or VOW Displays, product or service readily accessible to GMLS and to all GMLS Participants for purposes of verifying compliance with the Rules. Participant's IDX or VOW Displays, product or service is accessible by the following means or at the following URL (include any necessary third-level domain names):  


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9. **Changes.** Participant must supply GMLS in writing any and all websites that will be using data obtained through this Agreement. If any changes are made to the distribution of said data this page must be resubmitted to reflect these changes. If GMLS is not notified of a change and one is reported to or found by GMLS this Agreement will be considered in default and null and void; and the IDX, VOW, or Back End System access will be terminated.
10. **Broker/Licensee:** Broker or Broker's licensee understands that if the Broker or Broker's licensee is no longer a Participant or Subscriber of GMLS or if the Broker's licensee leaves the Broker's employ both the Broker and Broker's licensee are obligated to immediately notify GMLS so that the IDX Data access may be completed and signed a GMLS Data License Agreement.
11. **Notices:** All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, return receipt requested, 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.

Participant's Initials \_\_\_\_\_  
Subscriber's Initials \_\_\_\_\_  
Consultant's Initials DD

12. **No Joint Venture:** Nothing in this Agreement shall be construed to create a partnership or joint venture between GMLS and AVP/CONSULTANT.
13. **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.
14. **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.
15. **No Assignment:** Neither Participant, Subscriber nor AVP/CONSULTANT may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of GMLS.
16. **Survival:** The obligations of Participant and AVP/CONSULTANT as set forth in the following sections of this Agreement, Section "License" paragraphs 2, 3 and 4; Section "Consultant(s) Obligations" paragraph 5; Section "Confidential Information" paragraphs 3, 4, 5 and 8; Section "Term and Termination" paragraphs 1 and 2; and Section "General Provisions" paragraphs 2, 3, 4, 7, 8 and 12, shall survive the termination of this Agreement.
17. **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, AVP/Consultant, and MLS.

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



## Signature Page

WHEREFORE, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date: \_\_\_\_\_

Participant understands and agrees that Participant is responsible for Participant's licensee with regard to the IDX or VOW Data. GMLS recommends that Participant secure a written agreement with their licensee with regard to the IDX or VOW Data, GMLS recommends that Participant secure a written agreement with their licensee as to the proper use of the IDX or VOW Data.

<b>Licensee/ Subscriber Information and Signature</b>
Signature of Licensee
Print Name of Licensee
E-mail Address of Licensee/Member
IDX or VOW Display location (website URL)

<b>Consultant/ Web Designer/ Vendor/ AVP Information and Signature</b>

Signature of Consultant/ Web Designer/ Vendor/ AVP Constellation Web Solutions
Print Name of Consultant/ Web Designer/ Vendor/ AVP 425-636-6910
Phone Number of Consultant/ Web Designer/ Vendor/ AVP brokersolutions@constellationws.com
Email Address of Consultant/ Web Designer/ Vendor/ AVP http://csiregroup.com
Website of Consultant/ Web Designer/ Vendor/ AVP

<b>Participant/ Broker Information and Signature</b>
Signature of Broker of Record
Print Name of Broker of Record
E-mail Address of Broker of Record
Phone Number
IDX Displays, VOW Displays, or Back End Systems location (website URL)

<b>GMLS Information and Signature</b>
Signature
Print Name
E-mail Address
Phone Number
Effective Date:

**GMLS DATA ACCESS AGREEMENT EXHIBIT "A"**

**MAY NOT DISPLAY**

<b>Residential</b>	<b>Attached</b>
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Right of Sale)
GMLS Only Entry	GMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Transaction Broker)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO

**GMLS DATA ACCESS AGREEMENT EXHIBIT "A" CONTINUED**

**MAY NOT DISPLAY**

<b>Multi-Family</b>	<b>Vacant</b>
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Right of Sale)
GMLS Only Entry	GMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Transaction Broker)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO

**GMLS DATA ACCESS AGREEMENT EXHIBIT "A" CONTINUED**

**MAY NOT DISPLAY**

<b>Commercial</b>	<b>Commercial Lease</b>
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Agency)
GMLS Only Entry	GMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Single Agency)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Project Name	Project Name
Comp Plan Land Use Designation	Comp Plan Land Use Designation
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO
	Leased Price
	Lease Date
	Lease Period
	Total Revenue

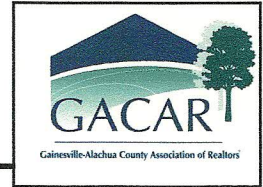
**GMLS DATA ACCESS AGREEMENT EXHIBIT "A" CONTINUED**

**MAY NOT DISPLAY**

<b>Business</b>	<b>Rental</b>
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Right of Sale)
GMLS Only Entry	GMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Transaction Broker)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO
	Rented Price
	Rent Date
	Rent Period
	Total Revenue



# RETS Order Form



Please email [Danny@gacar.com](mailto:Danny@gacar.com) Should You Have Any Questions or Need Further Assistance.

### Your Information - All Fields Are Required

**Board or Association:**  
\_\_\_\_\_

**Firm/Office Name:**  
\_\_\_\_\_

**Name:**  
\_\_\_\_\_

**Phone:**  
\_\_\_\_\_

**Email:**  
\_\_\_\_\_

**Website Address:**  
\_\_\_\_\_

**Web Designers Name and Email:**  
Constellation Web Solutions  
brokersolutions@constellationws.com

**Web Designers Phone:** 425-636-6910

### Billing Information - All Fields Are Required

Billing Cycle: Annually

Payment Type: Credit Card      Check

Card Type: MasterCard      Visa      Amex      Discover

Your Name: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

By signing below you are authorizing the Gainesville MLS to debit the above listed credit card for the payment of RETS data access.

Credit Card Holder Signature	Date
_____	_____

### \*\*\*Special Authorization\*\*\*

RETS data is authorized to be used solely by the user or firm specified below in a single real estate website owned or operated, by or for the user or firm for the specific purpose of making such data available to the general public. Any other unauthorized use, dissemination or distribution of this data to a third party firm or website is strictly forbidden. The Gainesville MLS will at its discretion immediately discontinue service and/or seek other legal remedies for any violations of this authorization. Also, if the undersigned user or firm is using RETS Data Access to an excessive degree by, for example, continuously downloading MLS Data, overall the Paragon System performance may suffer. The Gainesville MLS shall have the right under this agreement to discontinue access to the RETS Data Access and any services in support thereof for the undersigned user or firm who, after written notice, continues RETS Data Access in any manner that adversely impacts the performance of the Paragon System and/or servers.

By signing below I specifically agree to abide by the above agreement, and to use said data in the specified manner authorized by the Special Authorization.

**User Signature-**  
\_\_\_\_\_

**Webmaster Signature-** *David Dilly*  
\_\_\_\_\_

**Fax to GACAR - (352)331-7911**

**Mail Checks To:**  
**GACAR**  
**1750 NW 80th Blvd.**  
**Gainesville, FL 32606**

**RETS Data Access**

This utilizes a RETS data access approach in distributing your listing data. All available property listing information can be accessed directly from the RETS server. The data contains those fields of information as determined by your board or association at the time of creation and made available to you for use and inclusion within **you or your firms website(s)** in whatever format you choose to utilize. All photos are also available for retrieval for each listing. A RETS login and password will be provided upon receipt of this agreement. While this agreement provides access to the RETS data, instructions on the implementation of the listing information is not. However, assistance can be located at [www.rets.org](http://www.rets.org).

**Annual Fee: \$50.00**