



MEMPHIS AREA ASSOCIATION OF REALTORS®

MAAR Member IDX Sign-Up Application

Date \_\_\_\_\_

Member # / MLS ID# \_\_\_\_\_

Name \_\_\_\_\_

Office MLS ID \_\_\_\_\_

Office Name \_\_\_\_\_

( ) \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

IDX Provider Name:

MAAR MLXchange

Outside IDX vendor -----Name of Vendor Constellation Web Solutions

I am using the above IDX product:

within my MLXchange Agent Web Page.

\_\_\_\_\_ .maar.mlxchange.com

framed into another web site

*Please list the address(s) of the web site in which you will frame IDX product into.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MLS Participant / Broker (print name) \_\_\_\_\_

MLS Subscriber / Agent (print name) \_\_\_\_\_

MAAR Staff \_\_\_\_\_



MEMPHIS AREA ASSOCIATION OF REALTORS®

IDX CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into as of DATE, by and between Memphis Area Association of Realtors ("MAAR"), BROKER NAME (the "MLS Participant" who requests direct access to the MAAR IDX Server and/or who consents to allow the named MLS Subscriber of his firm to have direct access to the MAAR IDX Server ), AGENT NAME and (the "MLS Subscriber", if any, who requests direct access to the MAAR IDX Server subject to the MLS Participant's consent and control).

The MLS Participant has authorized consent for display of his active MLS listings by other MLS Participants pursuant to the MAAR MLS Rules and Regulations and desires to directly access and/or allow MLS Subscriber to directly access the MAAR IDX Server for the purpose of displaying IDX listings on a web site in accordance with the MAAR MLS Rules and Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, MAAR, the MLS Participant, and the MLS Subscriber agree as follows:

- 1. Direct access to the MAAR IDX Server will be made available to the MLS Participant and/or the MLS Subscriber pursuant to this Agreement only to the extent such may be necessary to display IDX Listings on a web site in accordance with the MAAR MLS Rules and Regulations. For purpose of this Agreement, the term "IDX Listings" shall mean only the active listings of MLS Participants who have not opted out of IDX as defined in the MAAR MLS Rules and Regulations.
2. IDX Users shall not use information from the MAAR IDX Server for its own benefit or business purpose or for purposes other than as specifically allowed by this Agreement and in accordance with the MAAR MLS Rules and Regulations, or disclose or make available to any third party said information.
3. The MAAR IDX Server information shall be and remain the sole, absolute and exclusive property of MAAR.
4. In the event of a breach or threatened breach of any of the provisions of this Agreement, the IDX Users acknowledge and agree that MAAR will not have an adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief without the necessity of proving damages, posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available at law or in equity.
5. This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements, representations, understandings or promises relating to the subject matter hereof. No modification, amendment, supplement or waiver of any of the provisions of this Agreement shall be effective unless in writing and executed by each of the parties hereto. The waiver of any provision of this Agreement shall not prohibit any subsequent enforcement of that provision. This Agreement shall be binding upon and shall inure the benefit of the legal representative and successors-in-interest of the parties hereto, except that neither party hereto shall assign any of its rights or obligations hereunder without the prior written consent of the other party hereto.
7. This Agreement and the rights and obligations contained herein shall be construed and interpreted for all purposes in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

IDX Website URL \_\_\_\_\_ ex. www.myidxsite.com

IDX Provider Name Constellation Web Solutions (Name of Vendor)

MLS Participant Signature \_\_\_\_\_ (Broker)

MLS Participant Print Name \_\_\_\_\_ (Broker)

MLS Subscriber Signature \_\_\_\_\_ (Agent)

MLS Subscriber Print Name \_\_\_\_\_ (Agent)

MLS Staff Signature \_\_\_\_\_ (MAAR Staff Only)

Both broker and agent signatures required