

REQUEST AUTHORIZATION TO PROVIDE DATA VIA RETS

NOTE: Four (4) options are available. Please select one of the following options:

New WMLS RETS Vendor (WMLS Data only)

Description:

WMLS Data Feed - Includes data from WMLS only, WMLS License Agreement required
A new vendor set-up fee of \$500, and \$100 activation fee per each client's URL* is due upon receipt of this request. An annual RETS vendor fee of \$950 and \$150 annual fee per each client's URL* also applies and is invoiced annually by the WMLS to the vendor (pro-rated semi-annually).

New Commonwealth MLS Co-Op RETS Vendor (all Data)

Description:

Commonwealth MLS Co-Op Data Feed - Includes data from WMLS, CVRMLS, and CBRAR Property Services, Co-op License Agreement required
An annual, pro-rated, RETS vendor fee of \$5,250 will apply and is due and payable to CVRMLS upon receipt of this request.

Established WMLS RETS Vendor (WMLS Data only) Requesting IDX Display for a New Client's URL (The URL Address listed here is the only website for which IDX display will be approved)

New Client's Name: _____

New Client's URL/Website Address: _____

Established Commonwealth MLS Co-Op RETS Vendor (all Data)
(The URL Address listed here is the only website for which IDX display will be approved)

New Client's Name: _____

New Client's URL/Website Address: _____

RETS Vendor/Client MLS Product Request (Select One):

_____ **IDX** _____ **VOW** _____ **Broker Data Export** _____ **Back Office** _____ **Custom***

(Includes active & pending listings, 3 years sold listings)

***Custom Listing Status Requested:**

_____ **Active** ____ **Pending** ____ **Sold** ____ **Expired** ____ **Released** ____ **Leased** ____ **ALL**

***Custom Export Criteria:**

Please describe the criteria needed for custom export:

RETS Vendor/Consultant Information and Signature-

Consultant (company or individual) Name: _____

E-mail address: _____

Consultant Street Address: _____

Consultant City, ST, ZIP: _____

Phone: _____ Fax: _____

Entered into on behalf of Consultant by:

Signature

Print Name

Date

NOTE TO CONSULTANT:

WMLS RETS Fees may apply. Please complete and return Form 115A with this Agreement.

Requesting WMLS Participant/Firm Information and Signature-

WMLS Firm Name: _____

WMLS Broker/Participant Name: _____

E-mail address: _____

Participant/Firm Street Address: _____

Participant/Firm City, ST, ZIP: _____

Participant/Firm Phone #: _____ Fax #: _____

Entered into by WMLS Broker/Participant:

Signature

Print Name

Date

WMLS authorization for IDX display via RETS approved by:

WMLS Authorized Representative's Name

Date

WMLS Authorized Representative's Signature

RETS Vendor/Consultant Information and Signature-

Consultant (company or individual) Name: _____

E-mail address: _____

Consultant Street Address: _____

Consultant City, ST, ZIP: _____

Phone: _____ Fax: _____

Entered into on behalf of Consultant by:

Signature

Print Name

Date

NOTE TO CONSULTANT:

WMLS RETS Fees may apply. Please complete and return Form 115A with this Agreement.

Requesting WMLS Participant/Firm Information and Signature-

WMLS Firm Name: _____

WMLS Broker/Participant Name: _____

E-mail address: _____

Participant/Firm Street Address: _____

Participant/Firm City, ST, ZIP: _____

Participant/Firm Phone #: _____ Fax #: _____

Entered into by WMLS Broker/Participant:

Signature

Print Name

Date

WMLS authorization for IDX display via RETS approved by:

WMLS Authorized Representative's Name

Date

WMLS Authorized Representative's Signature



Williamsburg Multiple Listing Service, Inc.
5000 New Point Road Suite 1101
Williamsburg, Virginia 23188-9418
(757) 253-0028 • (757) 253-1559 Fax

RETS and Internet Data Exchange (IDX)
Data Access License Agreement

Note: This form is a legally binding contract between you and the Williamsburg Multiple Listing Service, Inc. (WMLS). Simultaneously or prior to submitting this form/contract, you must become a WMLS Participant. This form/contract must be filled out completely, signed by the WMLS Participant for your Participant/Firm and returned to the WMLS. There are no exceptions. Refer to Section 16 of the WMLS Rules & Regulations for further details.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among the Williamsburg Multiple Listing Service, Inc. (“**WMLS**”), the WMLS Participant/Firm whose name and contact information appear on the signature page of this Agreement designated “Participant/Firm Information and Signature” (the “**Participant/Firm**”), and the companies/individuals whose names and contact information appear on the signature page(s) of this Agreement designated “RETS Vendor/Consultant Information and Signature” (collectively, “**the Consultants**”), if any.

RECITALS

2. Participant/Firm wishes to obtain, and WMLS wishes to provide, data for Participant/Firm/Authorized Subscriber’s website, including all active “exclusive right to sell” and “exclusive agency” listings of other real estate brokerages participating in WMLS. Participant/Firm/Authorized Subscriber may wish to engage Consultants, i.e., other companies or individuals who are not employees of Participant/Firm/Authorized Subscriber, to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

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

IDX Database or IDX Data: The current aggregate compilation of all active “exclusive right to sell” and “exclusive agency” listings of all WMLS Participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. WMLS owns the IDX Data.

Multiple Listing Service: A means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale (or lease).

Rules: The Rules and Regulations of WMLS, as amended from time to time, and any operating policies relating to the IDX Data.

Participant: Any qualified real estate broker that purchases Multiple Listing Services from the WMLS.

Participant Data: Data relating to real estate for sale or lease, including the Internet Data Exchange Database. WMLS, Inc. owns the **Participant Data**.

WMLS’S OBLIGATIONS

4. During the term of this Agreement, WMLS grants Participant/Firm a license to:

- a. Display the IDX Data on Participant/Firm/Authorized Subscriber’s website, and
- b. Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant/Firm’s website.
- c. Display all or parts of the Data on the Internet or World Wide Web strictly in accordance with the rules of the WMLS on Internet Data Exchange (IDX)

5. During the term of this Agreement, WMLS agrees to provide to Participant/Firm and its Consultants:
- Access to the IDX Data via the Internet using File Transfer Protocol (“FTP”), Real Estate Transaction Standard (“RETS”), or other WMLS approved method under the same terms and conditions WMLS offers to other Participants; and
 - Notice of changes to the WMLS IDX Rules and Regulations.

PARTICIPANT/FIRM’S OBLIGATIONS

6. Participant/Firm shall comply with the WMLS Rules and Regulations at all times, including a Participant’s obligation for all fees and charges as specified in both Sections 6 and 16 of the WMLS Rules & Regulations.
7. Participant/Firm acknowledges WMLS’s ownership of the copyrights in the Participant Data and the IDX Data.
8. Participant/Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Participant/Firm desires to make the IDX Data or the Confidential Information available to any third party, Participant/Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If WMLS notifies Participant/Firm of a breach of the Rules or this Agreement and Participant/Firm does not immediately cure such breach, Participant/Firm agrees that WMLS may seek cure from any of the Consultants.
11. Participant/Firm shall notify WMLS within five (5) business days of any change to the information relating to Participant/Firm on the Participant/Firm Information and Signature page below. Participant/Firm shall also notify WMLS within five (5) business days of any change to the information relating to Consultant on the Consultant Information and Signature page(s) below.

CONSULTANT’S OBLIGATIONS

12. If WMLS notifies Participant/Firm of a breach of the Rules or this Agreement and Participant/Firm does not immediately cure such breach, WMLS may contact Consultant(s) to cure any such breach that is within Consultant’s control. Consultant(s) agrees to cooperate with WMLS and act immediately upon notification by WMLS of an uncured breach by Participant/Firm.
13. Each Consultant acknowledges WMLS’s ownership of the copyrights in the Participant Data and the IDX Data.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify WMLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

16. “**Confidential Information**” is information or material proprietary to WMLS or designated “confidential” by WMLS and not generally known to the public, that Participant/Firm or Consultants 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 IDX 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 WMLS obtains from any third party that WMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by WMLS.
17. **Exceptions.** The Confidential Information does not include information that:
- Is in the public domain at the time of disclosure;
 - Is already known to the Receiving Party at the time of disclosure;
 - Is used or disclosed by the Receiving Party with the prior written consent of WMLS, to the extent of such consent;
 - Becomes known to the Receiving Party from a source other than WMLS 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 WMLS; or
 - Is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to WMLS prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with WMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by WMLS.
19. **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.

20. **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 WMLS 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.

21. **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, including consultants or independent contractors, without prior written consent from WMLS. If WMLS 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.

22. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without WMLS's prior written consent. In the event WMLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

23. **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 WMLS, the Receiving Party will return to WMLS all Confidential Information and all other materials provided by WMLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of WMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to WMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

24. The term of this Agreement begins on the "Effective Date" set forth in the "WMLS Participant/Firm Information and Signature" page. WMLS 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. WMLS's notice to Participant/Firm that this Agreement is terminated.
- b. Participant/Firm/Authorized Subscriber's notice to WMLS that it no longer intends to display IDX Data on its website.
- c. Termination of Participant/Firm's privileges as a Participant, either by WMLS or by the Participant.

GENERAL PROVISIONS

25. **Survival of Obligations.** The obligations of Participant/Firm set forth under "Participant/Firm's Obligations" above and the obligations of RETS Vendor/Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

26. **WMLS's Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Participant/Firm and Consultants acknowledge that WMLS 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 WMLS for a breach. WMLS 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/Firm or Consultants or any one of them, without showing or proving any actual damages sustained by WMLS.

27. **Attorney's fees.** If WMLS 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 WMLS's reasonable attorney's fees and costs for such legal action.

28. **Limitation of Liability.** WMLS's liability to Participant/Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Participant/Firm and Consultants to WMLS, if any, under this Agreement. Participant/Firm's and Consultants' only other remedy shall be termination of this Agreement. WMLS shall not be liable for any incidental or consequential damages under any circumstances, even if WMLS has been advised of the possibility of such damages. WMLS shall have no liability for inaccuracies in the IDX Data or the Participant Data.

29. **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 below or such other address of which any party may advise the others in writing during the term of this Agreement.

30. **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.

31. **No Assignment.** Neither Participant/Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of WMLS.

32. **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.

33. **Applicable law.** This Agreement is governed by and enforced according to the laws of the Commonwealth of Virginia.

WMLS Participant/Firm Information and Signature

WMLS Firm Name: _____

WMLS Participant Name: _____

E-mail address: _____
(You **must** supply an e-mail address here. This address will be WMLS's principal means of communicating with you for notices under this Agreement.)

Participant/Firm Street Address: _____

Participant/Firm City, ST, ZIP: _____

Participant/Firm Phone #: _____ Fax #: _____

Requesting IDX/RETS Data Display for Website/URL address: _____

Entered into on behalf of Firm by WMLS Participant:

Signature

Print Name

Effective Date

RETS Vendor/Consultant Information and Signature

RETS Vendor/Consultant (company or individual) Name: _____

E-mail address: _____
(You **must** supply an e-mail address here. This address will be WMLS's principal means of communicating with you for notices under this Agreement.)

RETS Vendor/Consultant Street Address: _____

RETS Vendor/Consultant City, ST, ZIP: _____

Phone: _____ Fax: _____

Entered into on behalf of RETS Vendor/Consultant by

Signature

Print Name

Effective Date

NOTE TO RETS Vendor/CONSULTANT: WMLS RETS Fees may apply. Please complete and return Form 115A with this Agreement if requesting RETS access for WMLS data only.

Revised 08.02.2017



FORM 115A
WMLS ONLY RETS Vendor
Credit Card Payment Authorization
Please Complete and Return

I hereby authorize the Williamsburg Area Association of REALTORS AND/OR the Williamsburg Multiple Listing Service to charge the credit card listed below for payment of:

- \$500 WMLS ONLY RETS Data "Set-Up" Fee
- \$950 WMLS ONLY RETS Data Annual Fee (for each WMLS RETS vendor)
- \$100 Activation Fee (for each new URL/website served)
- \$150 Annual URL Fee (for each URL/website served)

Pro-rated semi-annually

Client's Name: _____

Client's URL: _____

- I wish to keep this credit card number on file for automatic payment of my WMLS RETS Vendor fees.
- Please do not keep the credit card number below on file for future use.

Credit Cardholder Name: _____

Credit Card Billing Address: _____

Contact Phone Number: _____ Email Address: _____

Credit Card Type: Visa MasterCard Discover

Credit Card Account Number: _____ Exp. Date: _____

NOTE: A new Payment Authorization Form will be needed on or before your credit card expiration date in order for automatic payments to continue.

Total Charged to Card: \$ _____

Signature: _____

Please return the completed form to:
Williamsburg Area Association of REALTORS®
Williamsburg Multiple Listing Service
5000 New Point Rd. Suite 1101
Williamsburg, VA 23188
FAX: 757-253-1559
Email: info@WAAREaltor.com