

Black Hills Association of REALTORS®
Agreement for Internet Data Exchange (IDX) MLS Information
STANDARD

This agreement is entered into between the Black Hills Association of REALTORS® (BHAR) and

_____ (Designated Broker) of

_____ (Firm) and,

_____ (Agent, if applicable.)

IDX Feed Requested (Select One):



IDX Feed

All active MLS for sale listings authorized to be shared via IDX (Subject to annual password refresh).



Broker Only IDX Feed

Individual firm's active MLS for sale listings authorized to be shared via IDX—Broker's request only (Subject to annual password refresh).

1. **General Provisions:** This Agreement addresses Broker/Agent use of the Black Hills Association of REALTORS® Listing Data for publication on Internet websites. Any Broker or Agent desiring to place Black Hills Association of REALTORS® listings data from other Brokers' listings on their website (hereinafter referred to as BHAR listing data,) may do so only under the terms of this Agreement with the Black Hills Association of REALTORS®. The parties acknowledge that a separate agreement is required for each Internet Address (URL) on which BHAR listing data will appear. For Broker or Firm based websites, the Broker's Third Party Vendor must consent to and be bound by this agreement by signature below. This agreement is not assignable. If Agent transfers to another Member Firm, or becomes a Broker, this Agreement as to such Agent shall be deemed terminated immediately on such event and 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 the Black Hills Association of REALTORS®. Black Hills Association of REALTORS® 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 Black Hills Association of REALTORS® Members. Utilizing the listing data for any purpose not referenced or authorized in this Agreement is not permitted and violates the copyright held by the Black Hills Association of REALTORS®.

3. **Listing Authorized to be Displayed:** Only those active for sale listings which indicate an "IDX Include" authorization, 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. No portion of the IDX database shall be co-mingled with any non-MLS listings on the Broker/Agent website (such as FSBO listings).

4. **Website Appearance and Control:** For ALL websites publishing Black Hills Association of REALTORS® listing data pursuant to this Agreement, Broker approval and oversight is required. Responsibility for meeting the terms of the Agreement as well as the MLS Rules and Regulations and Bylaws falls upon both the Broker and Agent (if applicable). The 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 South Dakota Real Estate Commission and the Federal Fair Housing Act.

5. **Geocode Permitted Use.** Customers may use the Geocode Data as provided by BHAR solely in conjunction with third party applications. Customers are hereby informed of the confidential nature of the Geocode Data and are subject to confidentiality obligations. Any display or distribution of Geocode Data by Customers or their Users must be done so in conjunction with a Google Maps™ mapping service. Customers are prohibited from selling, copying, redistributing or otherwise disclosing the Geocode Data to any third party.

6. **Information:** Black Hills Association of REALTORS® 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 Firm and Listing Agent must be displayed on all listings in a reasonably prominent location and in a readily visible color and typeface.** A Broker must make changes to an Internet site necessary to cure a violation of Black Hills Association of REALTORS® MLS Rules and Regulations within five (5) business days of notice from Black Hills Association of REALTORS® MLS of the violation.
7. **Search Screen:** On a Search result page producing a detailed listing report of another Broker's listing, it shall bear the Listing Firm and Listing Agent. The Listing Firm shall be identified in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.
8. **Site Scraping:** The Broker and Agent (if applicable) must take all reasonable precautions to prevent other sites from copying the Black Hills Association of REALTORS® 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 the Black Hills Association of REALTORS® MLS information, including but not limited to blocking the IP address of the offending site.
9. **Updating:** The Black Hills Association of REALTORS® MLS listing information used by Broker/Agent must be updated at least once every twelve (12) hours.
10. **Display of Data:** The information provided will be used ONLY on the Broker/Agent's Website as stated below and will not be further disseminated.
11. **Disclaimer:** The following disclaimer must appear on any website page viewable or printable which contains Black Hills Association of REALTORS® MLS listing data: "The data relating to real estate for sale on this web site comes in part from the Internet Data exchange ("IDX") program of Black Hills Association of REALTORS®. IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Information Deemed Reliable But Not Guaranteed."
12. **Violation of Agreement:** Any violation of this agreement may, at the option of BHAR, result in immediate revocation of authorization to publish Black Hills Association of REALTORS® MLS listing data on the Broker/Agent website as well as any other penalties specified in the MLS Rules and Regulations. Any such revocation of authorization becomes effective within twenty-four (24) hours (or at such later time as contained in the notice) after written notification (email communication shall constitute written notification) of such violation is given to the offending party. Broker/Agent use of Black Hills Association of REALTORS® MLS listing data is also subject to Black Hills Association of REALTORS® Rules and Regulations, the same being incorporated herein as though fully set forth. Knowledge of and compliance with the Black Hills Association of REALTORS® MLS Rules and Regulations is the responsibility of the Broker and Agent (if applicable).
13. **Term and Termination:** The term of this Agreement begins on the date the Agreement is signed by the Black Hills Association of REALTORS®. The Black Hills Association of REALTORS® has the right at any time and in its sole discretion, with or without cause, to terminate this Agreement. Notwithstanding the foregoing, this Agreement shall terminate upon the occurrence of any of the following events:
- a) Black Hills Association of REALTORS® notice to Broker's Firm or Agent that this Agreement is terminated.
 - b) Agent's or Broker's Firm's notice to Black Hills Association of REALTORS® that it no longer intends to display IDX Data on its website.
 - c) Termination of Agent's or Broker's privileges as a Participant in the Black Hills Association of REALTORS® MLS.
 - d) Nonpayment of Service Fee and/or Charges.
14. **Warranty:** BLACK HILLS ASSOCIATION OF REALTORS® DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR ONGOING AVAILABILITY OF THE DATA OBTAINED FROM THE BLACK HILLS ASSOCIATION OF REALTORS® MLS SYSTEM. Broker and Agent (if applicable) shall indemnify and hold Black Hills Association of REALTORS® MLS harmless, as well as waive any claim against Black Hills Association of REALTORS® MLS for their access or inability to access the Black Hills Association of REALTORS® MLS 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 Black Hills Association of REALTORS® hardware and/or software that affect access to the Black Hills Association of REALTORS® MLS System. The Black Hills Association of REALTORS® has NOT made and does NOT make any representation, warranty, or covenant, expressed or implied, with respect to the condition, quality, durability, fitness, suitability, or merchantability of access to the Black Hills Association of REALTORS® system and any accompanying software.

15. **Service Fee and Charges:** See Schedule A
16. **Participation:** Participation in IDX is available to MLS Participants who consent to display their listings by other Participants.
17. **Broker/Agent's Vendor must use RETS feed.**

18. **Internet Address (URL): The Internet Address (URL) used for the Broker/Agent Website will be:**

(Required)

Designated Broker: I hereby state that I am the Designated Broker/REALTOR® for the MLS Participant Office shown above. I represent that I have authority to execute this agreement and agree to the terms set forth herein.

Designated Broker Printed Name _____ Signature _____ Date _____
(Required for all websites)

Email Address _____ Phone _____

Agent Printed Name _____ Signature _____ Date _____
(Required for agent websites)

Email Address _____ Phone _____

Third Party Vendor: I hereby represent, state and affirm that I am the Web Vendor for the MLS Participant Broker/Agent shown above. I further represent and affirm that I have authority to execute this agreement and agree to the terms set forth herein.

Third Party Vendor Company Name: Constellation Web Solutions

Authorized Representative's Signature: David Dily

Print Name and Title of Representative: Dan Dily, Data & Compliance Manager

Date: _____

brokersolutions@constellationws.com _____ 425-636-6910 _____

Email Address _____ Phone _____

RETS Subcontractor Company Name (if applicable) Constellation Web Solutions

Authorized Signature: 

Print name and title of signer: Dan Dlh, Data & Compliance Manager

brokersolutions@constellationws.com 425-636-6910
Email Address Phone

Black Hills Association of REALTORS®: I hereby represent, state and affirm that I am an authorized representative of the Black Hills Association of REALTORS® and that I have the authority to execute this Agreement.

Authorized Representative Signature Print Name and Title Date

Schedule A

Black Hills Association of REALTORS®
Fee Schedule as of January 1, 2019

Applicant	Full IDX Feed Standard
Agent/Individual	\$240.00
Firm	\$240.00
Broker Only (DR)	\$240.00

All fees are per calendar year, billed annually in January.
Two (2) feeds maximum per Applicant.
One (First) Broker Only Feed Standard - no charge.

*Please send completed Agreement with Signatures to
Black Hills Association of REALTORS®, 227 Founders Park Drive, Rapid City, SD 57701*

IDX agreements will only be accepted from Black Hills Association of REALTORS® members. Agreements will not be accepted if received from third party vendors.