

Fayetteville IDX RETS FEED, FTP Data Push or VOW Feed Form



Please Give Us A Call At **910-323-1421** Should You Have Any Questions Or Need Further Assistance.

Your Information - All Fields Are Required

Board or Association:

Office Name:

Broker/Agent Name:

Broker/Agent Email:

Firm/Agent Website Address:

Web Designers Name:

Web Designers Email:

Web Designers Phone:

FTP / RETS URL Address:

FTP / RETS Login:

FTP/ RETS Password:

Package Selection

Nightly FTP Data Push or RETS Feed

This package utilizes an FTP (File Transfer Protocol) approach in distributing your IDX listing data. All available IDX property listing information is exported nightly directly from your InnoVia MLS System into a data file which is then sent to you via FTP to a location on your server. The data file contains those fields of information as determined by your board or association at the time of IDX creation and made available to you for use and inclusion within **you or your firms website(s)** in whatever format you choose to utilize. Your first FTP push will include a full photo file. An incremental photo file is sent each night after the first push, which includes those photos that have become available since the last data file creation cycle. A full photo file may be requested at a later date on a case-by-case basis.

Special Authorization

IDX 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. MarketLinx, Inc. will at their discretion immediately discontinue service and/or seek other legal remedies for any violations of this authorization.

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/Firm Name - Signature

Date

Web Master Signature

Date

\$350 set up fee for a Firm, \$300 set up fee for individual agents, checks made payable to the Fayetteville Regional Association of REALTORS®. By signing this contract, the REALTOR® is agreeing to pay \$25.00 per month for a period of one (1) year from the date of this contract.

**Mail To: P.O. Box 53189, Fayetteville, NC 28305
Fax number – 910—323-0955**

CONTRACT:
Access to Internet Data Exchange

Note: This form is a legally binding contract between you and **Fayetteville Regional Association of REALTORS®**. Simultaneously or prior to submitting this form/contract, you must become a Internet Data Exchange Subscriber. See Fayetteville Regional Association of REALTORS® *Internet Data Exchange: Broker Informational Packet* for further details. This form/contract must be filled out completely and signed by an owner of your firm. There are no exceptions. Once you have filled it out and signed it, mail it to Fayetteville Regional Association of REALTORS® at 2412 Raeford Road, Fayetteville NC 28305. Fayetteville Regional Association of REALTORS® will sign the form/contract and return a copy to you with information on how to access the IDX System.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Fayetteville Regional Association of REALTORS®, the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" (the "Firm"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "the Consultants"), if any.

RECITALS

2. Firm wishes to obtain, and FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®, Internet Data Exchange. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, 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.

Affiliated Association: Any association or board of REAL TORS® that purchases Multiple Listing Services from FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® for resale to its members.

Internet Data Exchange Database Data: The current aggregate compilation of all active exclusive right to sell listings of all Internet Data Exchange Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® owns the IDX Data.

Internet Data Exchange Subscriber: A Subscriber who gives permission to other Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.

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 and appraisal of real property.

Rules: The MLS Rules and Regulations and the Bylaws of the FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®, as amended from time to time, and any operating policies relating to the IDX Data promulgated by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that is a REALTOR® and purchases Multiple Listing Services from an Affiliated Association or from FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® directly.

Subscriber Data: Data relating to real estate for sale, previously sold or listed for sale, including the Internet Data Exchange Database, and data relating to Subscribers and Affiliated Associations, entered into the Innovia System by Subscribers, the Affiliated Associations, and FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® owns the Subscriber Data.

FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® -OBLIGATIONS

4. During the term of this Agreement, FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® grants to Firm a license to:
 - a. display the IDX Data on Firm's web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's web site.
5. During the term of this Agreement, FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® agrees to provide to Firm and its Consultants:
 - a. access to the IDX Data via the Internet using File Transfer Protocol ("FTP"), under the same terms and conditions FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® offers to other Subscribers;
 - b. Provide links to the IDX searchable data base,
 - c. seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - d. seven (7) days' advance notice of changes to the Rules.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® ownership of the copyrights in the Subscriber Data and the IDX Data.
8. Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm desires to make the IDX Data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® may seek cure from the Consultants, or any one of them.
11. Firm shall notify FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

12. If FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® may contact Consultant to cure any such breach

that is within Consultant's control. Consultant agrees to cooperate with FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® and act immediately upon notification by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® of an uncured breach by Firm.

13. Each Consultant acknowledges FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® ownership of the copyrights in the Subscriber 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® or designated "confidential" by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® and not generally known to the public, that Firm or Consultants or anyone 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):
 - a. all Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
 - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
 - c. software, source code, object code, diagrams, flow charts;
 - d. techniques, procedures;
 - e. IP addresses, access codes and passwords; and
 - f. any information that FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® obtains from any third party that FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® treats as proprietary or designates as Confidential Information, whether or not owned or developed by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®.
17. **Exceptions:** The Confidential Information does not include information that:
 - a. is in the public domain at the time of disclosure;
 - b. is known to the Receiving Party at the time of disclosure;
 - c. is used or disclosed by the Receiving Party with the prior written consent of FAYETTEVILLE
 - d. becomes known to the Receiving Party from a source other than FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to FAYETTEVILLE ASSOCIATION OF REALTORS® prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with FAYETTEVILLE ASSOCIATION OF REALTORS® or with the third parties in whom title existed prior to this Agreement or prior to disclosure by FAYETTEVILLE ASSOCIATION OF REALTORS®.

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 FAYETTEVILLE ASSOCIATION OF REALTORS® 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 (including Agents in the Brokers firm), without prior written consent from FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®. If FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® prior written consent. In the event FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®, the Receiving Party will return to FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® all Confidential Information and all other materials provided by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®, an officer of the Receiving Party will certify in writing that all materials have been returned to FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 on the "FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® Information and Signature Page" below. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® notice to Firm that this Agreement is terminated.
 - b. Firm's notice to FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® that it no longer intends to display IDX Data on its web site.
 - c. Termination of Firm's privileges as a Subscriber either by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® or the Affiliated Association from which Firm purchases Multiple Listing Services.

GENERAL PROVISIONS

25. **Survival of Obligations.** The obligations of Firm set forth under "Firm's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
26. **FAYETTEVILLE ASSOCIATION OF REALTORS® Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® for a breach. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 Firm or Consultants or anyone of them, without showing or proving any actual damages sustained by FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®.
27. **Attorney's fees.** If FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® reasonable attorney's fees and costs for such legal action.
28. **Limitation of Liability.** FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® shall not be liable for any incidental or consequential damages under any circumstances, even if FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® has been advised of the possibility of such damages. FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® shall have no liability for inaccuracies in the IDX Data or the Subscriber 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 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 FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®.
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 State of North Carolina.

FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS®

Information and Signature

Entered into on behalf of FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® by

Association Staff: _____

Signature: _____

Effective Date: _____

Firm Information and Signature

Firm Name: _____ Firm MLS ID: _____

Designated REALTOR® (BIC) Name: _____ BIC MLS ID: _____

Email Address: _____

(You **must** supply an e-mail address here. This address will be Fayetteville Regional Association of REALTORS® principal means of communicating with you for notices under this Agreement.)

Firm Street Address: _____

Firm City, State, and Zip: _____

Firm Phone: _____ Fax: _____

Designated REALTOR® (BIC) Signature: _____

User/Agent Information and Signature

Entered into on behalf of Firm by:

User/Agent Name: _____ MLS ID: _____

Email Address: _____

(You **must** supply an e-mail address here. This address will be Fayetteville Regional Association of REALTORS® principal means of communicating with you for notices under this Agreement.)

Phone: _____ Fax: _____

User/Agent Signature: _____

Consultant (Web Designer) Information and Signature

NOTE TO FIRM: Reproduce this page for each individual/company to whom you intend to provide access to the IDX Data under this Agreement.

Consultant (Company or Individual) Name: _____

Email Address: _____
(You **must** supply an e-mail address here. This address will be Fayetteville Regional Association of REALTORS® principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: _____

Consultant City, State, and Zip: _____

Phone: _____ Fax: _____

Entered into on behalf of Consultant by:

Print Name: _____

Title: _____

Consultant Signature: _____

NOTE TO CONSULTANT: Be sure to enter into this Access to Internet Data Exchange contract with FAYETTEVILLE REGIONAL ASSOCIATION OF REALTORS® and every real estate broker to which you provide services. If you sign only one and that Firm's access to the IDX data is terminated, you will not be able to get the data for your other clients.