



FORM: Adding/Dropping Internet Data Display

This form permits you to opt in or out of the Internet Data Display program allowing the display of your listings on other brokers' web sites. If you opt in, you are considered a Internet Data Display Subscriber (IDX). Becoming a IDX does not cost you anything, and it does not require you to do anything else. It is only if you wish to display IDX Data on your web site that you need to take any further steps. See PEORIA AREA ASSOCIATION OF REALTORS' *Internet Data Display: Broker Information Guide* for further details. **This form must be filled out completely and signed by the broker/office manager for your office. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to Peoria Area Association of REALTORS®, 7307 Willow Lake Court, Peoria IL 61614 fax-688-3120.

Agent Name: _____ Agent MLS ID: _____

Firm Name: _____ Firm MLS ID: _____

Broker/Office Manager Name: _____ Broker MLS ID: _____

E-mail address: _____

(If you are becoming an IDX, you **must** supply an e-mail address here. This address will be PEORIA AREA ASSOCIATION OF REALTORS MLS's primary means of communicating with you about IDX developments.)

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Should this form apply to any other offices of your firm? If so attach a separate page with a list of the offices to which this form should apply.

CHECK ONE OF THESE TWO BOXES. By so doing, you are agreeing to the understandings indicated next to it.

- MY FIRM IS AN INTERNET DATA EXCHANGE SUBSCRIBER. I understand that I am hereby giving every other Internet Data Display Subscriber in PEORIA AREA ASSOCIATION OF REALTORS permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of the Peoria Area Association of REALTORS®. Other IDXs are not obliged to display my listings. I authorize PEORIA AREA ASSOCIATION OF REALTORS to distribute my active listing data to other Internet Data Exchange Subscribers pursuant to its Rules and policies.
- REMOVE ME AS A SUBSCRIBER. I understand that this means that other Internet Data Display Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Internet Data Exchange program of PEORIA AREA ASSOCIATION OF REALTORS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the broker/office manager for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above (if any).

Signature: _____



CONTRACT:

Access to Internet Data Display data feed

Note: This form is a legally binding contract between you and Peoria Area Association of REALTORS. Simultaneously or prior to submitting this form/contract, you must become a PAAR IDX Subscriber (IDX). See *PAAR IDX Implementation Package* for further details. **This form/contract must be filled out completely and signed by an owner or employee of your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to Peoria Area Association of REALTORS at 7307 Willow Lake Court, Peoria IL, 61614 fax-309-688-3120. Peoria Area Association of REALTORS will sign the form/contract and return a copy to you with information on how to access the data feed.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Peoria Area Association of REALTORS (“**PAAR**”), 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 PAAR wishes to provide, data for Firm’s web site, including the listing data of other real estate brokerages participating in PAAR. 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 REALTORS that purchases Multiple Listing Services from PAAR for resale to its members.

Internet Data Display Database or IDX 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. PAAR owns the IDX Data.

Internet Data Exchange Subscriber or IDX: 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 Rules and Regulations of PAAR, as amended from time to time, and any operating policies relating to the IDX Data and IDXs promulgated by PAAR.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from PAAR.

Subscriber Data: Data relating to real estate actively for sale, including the Internet Data Exchange Database, and data relating to Subscribers and Affiliated Associations, entered into the Maestro System by Subscribers, the Affiliated Associations, and PAAR. PAAR owns the Subscriber Data.

PAAR's obligations

4. During the term of this Agreement, PAAR 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, PAAR agrees to provide to Firm and its Consultants:
 - a. access to the IDX Data via the Internet, under the same terms and conditions PAAR offers to other Subscribers;
 - b. seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - c. 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 PAAR's 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 PAAR notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that PAAR may seek cure from the Consultants.
11. Firm shall notify PAAR within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

Consultants' obligations

12. If PAAR notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, PAAR may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with PAAR and act immediately upon notification by PAAR of an uncured breach by Firm.
13. Each Consultant acknowledges PAAR's 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 PAAR 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 PAAR or designated “confidential” by PAAR and not generally known to the public, that 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):

- 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 PAAR obtains from any third party that PAAR treats as proprietary or designates as Confidential Information, whether or not owned or developed by PAAR.

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 PAAR, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than PAAR 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 PAAR; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to PAAR prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with PAAR or with the third parties in whom title existed prior to this Agreement or prior to disclosure by PAAR.

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 PAAR to do so. At no time and under no circumstances will the Receiving Party reverse engineer, de-compile, 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 PAAR. If PAAR 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 PAAR’s prior written consent. In the event PAAR 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 PAAR, the Receiving Party will return to PAAR all Confidential Information and all other materials provided by PAAR 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 PAAR, an officer of the Receiving Party will certify in writing that all materials have been returned to PAAR 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 “PAAR Information and Signature Page” below. PAAR 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. PAAR’s notice to Firm that this Agreement is terminated.
- b. Firm’s notice to PAAR that it no longer intends to display IDX Data on its web site.
- c. Termination of Firm’s privileges as a Subscriber either by PAAR or the Affiliated Association from which Firm purchases Multiple Listing Services including but not limited to suspension of services for non-payment of any obligations to PAAR.

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. PAAR’s Remedies. Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that PAAR 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 PAAR for a breach. PAAR 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 any one of them, without showing or proving any actual damages sustained by PAAR.

27. Attorney’s fees. If PAAR 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 PAAR’s reasonable attorney’s fees and costs for such legal action.

28. Limitation of Liability. PAAR’s 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 PAAR, if any, under this Agreement. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. PAAR shall not be liable for any incidental or consequential damages under any circumstances, even if PAAR has been advised of the possibility of such damages. PAAR 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 PAAR.

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 Illinois.

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

PAAR Information and Signature

Entered into on behalf of PAAR by

Signature

Print Name

Effective Date

This box is for PAAR's use only. PAAR will fill out the information in it after signing this Agreement. PAAR will then return a copy of this Agreement to Firm and Consultants. The contents of this box are Confidential Information under this Agreement.

URL: _____

User ID: _____

Password: _____

Consultants Identified: _____

Consultant(s) Name(s): _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____



Firm Information and Signature

Firm Name: _____ Firm MLS ID: _____

Broker/Office Manager Name: _____ Broker MLS ID: _____

E-mail address: _____

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

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Entered into on behalf of Firm by

Signature

Print Name

Title



Consultant Information and Signature

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

Consultant (company or individual) Name: Dakno Marketing

E-mail address: idx@dakno.com

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

Consultant Street Address: 3101 Poplarwood Ct; Suite 108

Consultant City, ST, ZIP: Raleigh, NC 27604

Phone: 919-877-8541 Fax: 888-653-6026

Website URL where IDX will be displayed: www.keppleteam.com

Name of Agent/Company owner of website: Linda Kepple

Entered into on behalf of Consultant by Cardice Place

Signature Cardice Place

Print Name IDX Coordinator

Title

NOTE TO CONSULTANT: Be sure to enter to complete a PAAR Third Party Data License Agreement with PAAR 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.



Internet Data Display Policy and Rules


Participants may, at their option, display framed or downloaded active listings of Peoria Area Association of REALTORS on their wholly owned Web site, under their full control, provided they comply with the rules, regulations and policies of PAAR which may be modified from time to time.

Downloadable data will be made available in a format established at the sole discretion of PAAR and in accordance with the rules and regulations of PAAR on an FTP site.

1. All downloaded data must be updated no less than every seven (7) days by the Participant on their public web site from the files provided by PAAR.
2. The data available for download will be the equivalent of the data available on the Customer Full format of the PARAGON System together with the agents name, geo-coding information and Listing Broker's name. The listing broker name must be displayed on any detailed Internet display in a font size equivalent to the text of the listing information.
3. If a thumbnail view of listings is provided on the site, then the Participant must display the PAAR IDX logo on each listing not owned by the Participant with an indication that the logo represents listings not owned by the displaying Participant. All detailed listing information must also display the PAAR IDX logo indicating that the listing is not owned by the displaying broker. (See disclosure requirements)
4. Any Participant downloading or framing MLS data shall prohibit the sharing of the MLS database with any unauthorized third party. They must also indicate on their web site that the information is being provided for the consumer's personal, non-commercial use and may not be used for any purpose other than to identify prospective properties in which they may be interested in purchasing.
5. All listings of PAAR are presumed to be eligible for download unless such listing is specifically removed from such capability at the owners or Listing Brokers request.
6. Any Participant utilizing the download function for MLS data must enter into a "Downloading Agreement" prior to any data being displayed from PAAR. All downloads will be by the method and in the format set forth by PAAR, at their sole discretion for Participants use.
7. Agents of participants may download listings to their personal web site or may link to their broker's web site and may co-brand the site with their agent information including personal photos if any or frame the listing information from the PAAR web site or Participants web site. The Participant shall remain responsible for compliance of all PAAR rules, regulations and policies related to downloaded data on all corporate and agent sites where the data is displayed.
8. On each page displayed the PAAR IDX logo must be defined to the public and additional disclosures must be displayed on all formats other than the thumbnail format.

For Total Compliance, Please refer to the PAAR IDX Section of the MLS Policies Manual.


PAAR Required Disclosures on detailed information:


<p><i>"The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange program of Peoria Area Association of REALTORS®. Real estate listings held by brokerage firms other than (name of displaying real estate firm) are marked with the PAAR logo and detailed information about them includes the name of the listing brokers."</i></p>	
<p>© Copyright 1999,2000 Peoria Area Association of REALTORS®, All</p>	

rights reserved.	
The accuracy of all information, regardless of source, including but not limited to square footages and lot sizes, is deemed reliable but is not guaranteed and should be independently verified through personal inspection and/or with the appropriate professionals.	
This listing compliments of (name of listing broker)	
The PAAR data on this page was last updated on 7/31/00 at 4:01 AM	

Example Thumbnail View of Properties

Example: (Fields displayed are optional but PAAR logo is necessary if not your listing but you may place your own logo on your listings such as the Windermere logo below)

123 N. Any Street \$125,000 3 Bedroom 2 Bath Details 1569 SQFT 2 Car Garage Pool Map It	
--	---

<i>"The data relating to real estate for sale on this web site comes in part from the Internet Data Display program of Peoria Area Association of REALTORS Inc. Real estate listings held by brokerage firms other than (name of real estate firm) are marked with the PAAR logo and detailed information about them includes the name of the listing brokers."</i>	
---	--



Downloadable Fields for Use with PAAR IDX Data Display

MLS#
Price
Address (Streetnum, street, street dir, street type, city, state, zip)
Subdivision
County
Elementary, Middle, High School
Estimated Annual Taxes
Tax Year
Broker Name
Style
Year Built
Full Baths
³/₄ Baths
¹/₂ Baths
Bedrooms
Total Finished Square Footage
Basement Square Footage
Additional Square Footage
Bedroom Levels
Master Bedroom Level
Fireplace (Feature)
Garage (Feature)
Lot Description
Exterior
Amenities
Appliances
Financing
Heating
Air Conditioning
Basement (Feature)
Kitchen/Dining (Feature)
Remarks (Lines 1-4)
Virtual Tour Link
Approx Lot Size
Acres

Up to 9 Photos may be used (if available)