

# IDX & DATA ACCESS HANDBOOK

# **Participating Boards & Associations**

Bedford Board of REALTORS®
Bloomington Board of REALTORS®
Elkhart County Board of REALTORS®
Kosciusko Board of REALTORS®
Lafayette Regional Association of REALTORS®
Mid-Eastern Indiana Board of REALTORS®
Northeastern Indiana Association of REALTORS®
Greater South Bend-Mishawaka Association of REALTORS®
North Central Indiana Association of REALTORS®
REALTORS® Association of Central Indiana
Southwest Indiana Association of REALTORS®
Upstate Alliance of REALTORS®
White County Association of REALTORS®
Washington County Association of REALTORS®

# **Indiana Regional IDX ADMINSTRATION**

57225 ALPHA DR. GOSHEN, IN 46528 574-651-7868 idx@irmls.net

Adopted July 16, 2013 Update: January 2021

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# INDIANA REGIONAL Multiple Listing Service (IRMLS) IDX & DATA ACCESS HANDBOOK

# Section 1: EXECUTIVE SUMMARY

# What is IDX?

IDX is an acronym for Internet Data Exchange. IDX is a policy enacted by the National Association of REALTORS® that governs how MLS Participants display MLS listing information on the Internet. IRMLS has adopted an "opt in" policy whereby Participants opt into IDX participation automatically by virtue of membership in the MLS.

# **DATA ACCESS**

In addition to IDX display, IRMLS offers Data access to Brokers who want to access their own listing data or Brokers and/or Vendors who may need MLS data to support tools or services or back office applications.

# What is the purpose of IDX?

The purpose of IDX is to empower MLS Participants, and their agents if authorized, to provide listing information to the real estate consumer via the Internet.

IRMLS is committed to the following objectives:

- Supporting Participants and their agents who fully market their services on the Web and Mobile solutions;
- Supporting the brokerage community who wants to take advantage of the MLS data contributed by the Participants;
- Supporting Participants and their agents who want to be the first contact with the consumer in the real estate transaction.
- Supporting Industry Vendors to provide tools and services to the members

# What is a Virtual Office Website? (VOW)

A Virtual Office Website gives MLS Participants the opportunity to offer online real estate brokerage services to consumers with whom the Participant has first established a Broker/Consumer relations as defined by law. The consumer has the opportunity to search listing data and complete the real estate transaction online subject to the Participant's oversight, supervision, and accountability. Please NOTE: Please request a VOW Handbook

# Section 2: REQUEST AN IDX ACCOUNT - NON-IDX DATA OR BROKERAGE ACCOUNT

IRMLS policy requires an IDX/DATA account for each use of the data. Example: If a Broker needs the IRMLS data for 3 separate web displays, 1 back office solution and a CMA program, the Participant will need 5 contracts. IRMLS will charge a one-time \$250 set-up for the Broker's first account. An additional set up fee will be charged to add a new Vendor. The cost for the first account is \$250 annually and \$100 annually for each additional data access account. Both are pro-rated from request date to Mar 1 \*WEB API access includes an annual Vendor fee.

# Apply for IDX Data - IDX Subscriber

IRMLS operates under an IDX "opt in" policy meaning Participants who are members of a local MLS that participates in the IRMLS Regional may apply for an IDX or non IDX data account. Agents may also apply with the authorization of their Participant. Any member who displays IRMLS data on their website or mobile device must have an IDX account with IRMLS. This includes members who frame a property search on another public site that includes IRMLS data. IRMLS offers IDX through a smart frame solution, RETS feed or WEB API.

# **Apply for NON-IDX Data Access:**

Participants, or agents with the permission of the Participant, may apply for access to IRMLS data for non-IDX purposes. An application must be submitted describing how the data will be used. The application will be reviewed by IRMLS. Upon approval, IRMLS will send the appropriate contract(s) and an invoice for service. Once the contract is processed and the payment received, IRMLS will set up a data account.

# Request for Brokerage Data- added 1/1/2021

IRMLS will, upon request, promptly provide an MLS Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. IRMLS shall charge a one-time set up fee of \$100 per account. The data will be in compliance with the RESO Standards as provided for in MLS Policy Statement 7.90. Note: IRMLS will not limit the use of the Participant's listing content by the Participant or the Participant's designee

# **Steps for Requesting IRMLS Data**

Contact IRMLS IDX staff at idx@irmls.net or call 574-651-7868. Documents are also available in Paragon> MLS Docs.

- o Submit request for IDX data to idx@irmls.net
- o IRMLS will supply appropriate documents & invoice within 72 hours after request is received.
- Send completed contracts to IRMLS Staff Make payment
- o IRMLS will process the account & emails credentials within 48 hours.
- Parties must notify IRMLS once IDX display is ready for compliance review
- IRMLS will conduct a compliance review and notify parties of compliance or any changes needed.

Please note: Vendors are required to sign a contract. Fees may also be required for Web API. \*Agent applying for access must have Participants authorization. A separate contract is required for each use.

# Section 3: USER/SUBSCRIBER DEFINITIONS

**IDX Subscriber**: An IDX Subscriber is any Participant (Managing Broker) and/or agent, with permission of the Participant/Managing Broker who receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees. IDX Subscriber includes those individuals who receive data that supports non-IDX related services such as back end office software support etc.

**MLS Data Subscriber:** Any Participant (Managing Broker) or their agent, with permission of the Participant, may apply for access to IRMLS data for non IDX uses. Local Boards who belong to IRMLS may also request access to IRMLS data for use in products, services or solutions offered locally.

**Vendor:** An individual or company who uses IRMLS data on behalf of a MLS Participant or Agent for IDX display solutions, back office products, ,mobile apps etc. Also referred to Web Vendor or Vendor working on behalf of the IRMLS member.

**Service Vendor:** An individual or company who sells products and/or services that use IRMLS data. A Service Vendor will be billed from IRMLS based on the number of data licenses needed. IRMLS does not endorse or promote Service Vendors or their products and services to IDX Subscribers.

**MLS Partner Vendor:** An individual or company that receives access to the MLS data to support a product or service offered by IRMLS. Access to the data is determined through a customized contractual agreement signed by all parties.

**VOW:** Virtual Office Websites ("VOWs") are Internet sites operated by Brokers where a Broker/Client relationship is established prior to providing services to the consumer. A consumer using a VOW can search and view listing data after registering and providing his/her name and a valid email address, and accepting certain Terms of Use.

# Section 4: TYPES OF DATA DELIVERY & ASSOCIATED FEES

IRMLS offers 3 data delivery methods; Smart Framing, RETS (Real Estate Transaction Standard) and WEB API.

# **Smart Framing Solutions**

rDesk is IRMLS's preferred smart frame IDX solution that is set up in compliance with IRMLS IDX rules. rDesk allows members to easily offer a "real time" property search on their website. Framing of a commercial or association property search site qualifies as "framing" and the member must have an activate IDX account with IRMLS. A signed contract and payment of applicable fees apply to all IRMLS members who offer a property search on their site. All sites must be in compliance with IDX rules including the sites that frame.

**FEES:** \$50.00 non-refundable set-up fee

\$100.00 annual fee pro-rated quarterly

All fees payable with contract.

# **RETS Access**

RETS (Real Estate Transaction Standard) is a standardized language used by the Real Estate Industry. IRMLS offers access to the MLS listing content using a dedicated RETS server. This delivery method allows the vendor or IDX subscriber to create a customized and unique search experience. RETS data usually requires the use of a Web Vendor who is familiar with RETS standards. MLS queries are limited to 5000 records per timed download between the hours of 7 AM and 7 PM. Note: Neither IRMLS, or its MLS Vendor, are able to provide support or technical assistance related to using these standards. IRMLS is responsible for account set up and activation, compliance and ensuring access to the server.

# WebAPI - coming 2022

The **RESO Web API** is the modern way to transport data in the real estate industry. It is built on well-known, open technology **standards** so that any organization can use it to deliver or receive data quickly and efficiently. Web API requires MLS Vendor support and therefore an additional fee is charged to the Vendor who requests the WEB API access. IRMLS is in the early stages of building a RESO compliant WEB API that includes custom local fields.

# **FEES**

IRMLS Participants, or agents with Participant's authorization, qualify for access to the MLS data. Members may display data on multiple websites or use in multiple tools or services but a separate account is required. Account fees include a \$250 one-time set up charge and a \$250 annual fee for the first account or \$100 annually for an additional account. All fees are pro-rated from request date to Mar 1<sup>st</sup>. \*Vendors who opt to use the WEB API will be charged an annual fee of \$600. This will be in addition to fees charged to the member..

First Data Account - \$250 Set-Up Fee \$250 Annual Fee (Pro-rated based on application date)

Additional Accounts: \*No Set-Up Fee \$100 Annual Fee (Pro-rated based on application date)

**Additional IDX/Data Account: Effective 1**, 2017, IRMLS will charge \$100 annually for additional accounts unless the Vendor is new. A \$250 set up will be charged for new vendors.

\*WEB API FEES: Vendors using WEB API will be charged a one- time \$250 set-up fee and \$600 a year (\$50 a month) pro-rated from application date to Mar 1. The Vendor only needs 1 WEB API account.

\$250.00 one-time non-refundable Set-up Fee \$600 Annual Fee (pro-rated from request date to Mar 1)

**Service Vendors:** Vendors who need IRMLS data for their tools or services may submit an application for a data license. Vendors who request a WEB API will be charged \$600 annually to cover the MLS Vendor maintenance fee in addition to the licensing fees listed below.

The \$600 will be pro-rated from application date to Mar 1<sup>st</sup>. An application is required

FEES: \$250.00 non-refundable Set-up Fee

\$600.00 WEB API annual fee

\$1,000.00 Annual Licensing Fee 1 to 25 accounts \$2,000.00 Annual Licensing Fee 26 + accounts

Service Vendors are required to submit client list verification to IRMLS quarterly or upon request. The list of accounts can be emailed to <u>Julie@irmls.net</u> or <u>idx@irmls.net</u>.

# IRMLS Change Fees - \$25.00 fee per change request

Vendor Change \$25.00 Change Fee Only\*

**Change Account Type** - Smart Framing to RETS \$25.00 CF + the difference in the annual fee\*

RETS to Smart Framing \$25.00 CF – NO Refunds - unused monies can be applied

to Smart Framing annual fee for 1 year. \$600 pro-rated fee + 25.00 change fee

\*\$250 setup fee required for accounts with NEW Vendors.

# Terms of Payment

**RETS to WEB API** 

- Contract & fees must be paid before account activation. Annual fee is pro-rated based on Mar 1 billing date.
- No refunds will be issued once service is activated.
- Annual fees will be issued by email on or about February 1st of each year. Subscribers have 30 days to pay the invoice. IRMLS accepts credit cards or checks payable to IRMLS & mailed to IRMLS 57225 Alpha DR., Goshen, IN 46528.
- Access may be terminated if account is not paid within 30 days additional fees may apply. Reactivation will require payment of all delinquent fees plus a \$50.00 reinstatement fee.
- A 35.00 fee will be charged for returned checks.
- Invoices will be delivered via email.

<sup>\*</sup>WEB API coming 2022

# Section 5: IDX/DATA USE POLICY

Any member who offers a property search on their website must have an IDX account established with IRMLS. All websites and IDX property search solutions must be in compliance with all IRMLS IDX data display rules. This requirement also applies to members linking or framing a property search on a 3<sup>rd</sup> party website like realtor.com, reindiana.com, franchise sites etc.

Agents can "frame" their Office web site, including the Internet Data Exchange (IDX) listing search or use an agent template website that includes the IDX listing search at no charge as long as the corporate domain is contained in the URL. Agents who use a vanity or personal URL will not automatically qualify for a "free" office IDX account. IRMLS will need to review the display template to determine if it meets the criteria.

Access to MLS Content cannot be used for multiple purposes or cannot be given to multiple vendors. A separate contract will be necessary for each specific use. Use must be disclosed on the data application/contracts. All contracts require the signature of the Participant and/or Agent (IDX Subscriber(s)) and Vendor when applicable.

Any Party with authorization to display IRMLS Listing content may not provide access to the MLS Content to any other web site, IDX Subscriber, or third party unless specifically authorized by IRMLS. This includes Franchises who provide IDX or other services to the offices. Franchises providing IDX services are not authorized to display IRMLS data, other than the office listings of the Participant granted IDX access, on their state or national sites.

MLS Partners who provide an authorized product/service on behalf of IRMLS must sign a contract. Both the IDX Subscriber(s) and the Vendor must comply with IRMLS IDX rules that require a signed contract and payment of applicable fees.

IRMLS members who display listing data must be an IDX subscriber. All IDX Subscribers will be required to sign a data use contract along with the IDX Vendor when applicable. IDX fees will be billed to the IRMLS member.

Agent's display of IDX data requires authorization by Participant.

The IDX subscriber will be held responsible for any compliance issues including the IDX Vendor's failure to comply.

# Section 6: IDX SERVICE/DATA DISPLAY CHANGES or INACTIVATION

Participants and Agents who change their Vendor will submit a Change Form and pay a \$25 change fee. If the Vendor is new to IRMLS, a \$250 set up will be charged and a new contract required. Subscribers who change their type of service will be charged a \$25.00 change fee and the difference in service costs. Fees must be paid in advance of any changes. Service termination requests must be emailed to idx@irmls.net No refunds will be issued.

# Section 7: OPT-OUT / REINSTATE IDX

The IRMLS Regional operates under an IDX "opt in" policy which means MLS Participants automatically grant each other permission to display their listings on each other's web site. For that reason, Participants who wish to opt-out or reinstate IDX must complete an "Opt-Out/Reinstate IDX" form provided by their local board. Participants who opt out will not receive IDX data from Participants who have opted in. Documents are also available in Paragon-MLS Docs – IDX folder. Contact IRMLS IDX staff at idx@irmls.net or 574-651-7868.

Please Note: Sellers have the option to withhold their individual listing from Internet display. To withhold a listing from Internet Display/IDX, Seller will instruct Participants to choose NO for the "IDX Include" field in the MLS system. This does not constitute a Participant opting out of the entire IDX program.

# INDIANA REGIONAL APPENDIX A

# MLS (IRMLS) - IDX RULES & REGULATIONS

Amended April/2016 & February 2018/2019

# Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control; websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 5/17) M

#### Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame, or display the aggregated MLS data of other participants.

# **Section 18.2 Participation**

Participation in IDX is available to all MLS participants who are REALTORS who are engaged in real estate brokerage and who consent to display of their listings by other participants. Agents will follow the decision of their Managing Broker with regard to participation in IDX. Under no circumstances may an Agent operate an IDX site without the written consent of their Managing Broker. Agents operating an IDX site shall do so under the Managing Broker's consent and control.

#### **Section 18.2.1**

Participants (and Subscribers, with Participant's written consent) must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

#### **Section 18.2.2**

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

# **Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs or other electronic forms of display or distribution. (Amended 5/17)M

# **Section 18.2.4**

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the

listing firm. Selection of listings displayed through IDX must be independently made by each participant. (Amended 5/17) M

# **Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve hours. Amended 2/18/15

#### **Section 18.2.6**

Except as provided in the IDX policy and these rules, and IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

#### **Section 18.2.7**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

#### **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants'. Except for the foregoing and subject to Section 18.2., a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

#### **Section 18.2.9**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

# Section 18.2.10

A MLS Participant (or where permitted locally, a MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds provided all such displays are consistent with IDX rules, and the MLS participant (or MLS Subscriber) holds participatory rights in those MLS's. As used in this policy, "co-mingling" means that consumers are able to execute in a single property search of multiple IDX feeds, resulting in

the display of IDX information from each of the MLS's on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. M Amended 2/18/15.

#### Section 18.2.11

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

#### Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the medium used in the display of listing data. (Amended 5/17) "Display of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures For audio delivery of this listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

# Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

#### Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

# Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

**Section 18.3.2 – Deleted May 2015** 

**Section 18.3.3 –** Deleted May 2017; – Moved to 18.2.12 May 2017

# **Section 18.3.4**

All listings displayed pursuant to IDX shall identify the listing agent.

# **Section 18.3.5**

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

# Section 18.3.6 Deleted November 2006

# **Section 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 5/17)

# **Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. (Amended 5)

# **Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

#### Section 18.3.10

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

# Section 18.3.12

\*Display of expired and withdrawn listings are prohibited. Sold and Pending Listings may be displayed. (1/1/16)

Note: if "sold" information is publicly accessible, display of "sold" listings may not be prohibited.

# Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address (es) is prohibited.

#### Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls, on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

# Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

# Section 18.3.16

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.

# **Section 18.4 Service Fees and Charges**

Service fees and charges for participation in IDX shall be as established annually by the IRMLS Board of Directors.

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# **APPENDIX B**

# MLS DATA CONTENT CATEGORIES ENABLED BY IRMLS in STANDARD IDX EXPORT

Property Class All Classes

Agents All Active Agents
Offices All Active Offices
Statuses Active Only
Tour All Classes
Open House All Classes

# **MLS Content will also include:**

Photos Virtual Tours Active Status Pending Status Sold Status

Back On Market Status Contingent Status

IRMLS may provide non IDX data feeds to support the products and services offered through the IRMLS IDX service. Custom data feeds may be made available through the IDX application and contractual process. IRMLS is not obligated to provide custom data feeds.

# **CONFIDENTIAL DATA FIELDS NOT ENABLED BY IRMLS**

The Following Data Fields are considered "Confidential" and will NOT be included in the MLS Content:

Agent Remarks Additional MLS Numbers Buyer Broker Compensation

Contract Type
Cumulative Days on Market

Documents Available (Feature)

Email Address Excluded Party

Contingency Type

Existing Financing (Feature)
Expire Date – List Date
Exemptions (Feature)
IDX Related fields
Lock box type
Lock Box location
Occupancy Comments
Original List Agent
Owner Name

Off Market Dates – except Solds Proposed Financing (Feature)

Price per Sq Ft
Price per Acre
Private Remarks
REO Buyer Restrictions

REO Buyer Restrictions
Schedule a Showing via email Y/N

Short Sale Y/N
Showing Instructions

State ID

Square Footage Source Special Listings Conditions Variable Rate Y/N

SOLD FIELDS

How Sold Pending Date Original Selling Agent Type of Sale Total Concessions Paid Sold Concession Remarks Sold Info/Place of Financing Sale Price to List Price %

<sup>\*</sup>Unless authorized by the IRMLS Board of Directors, Off-Market statuses and/or confidential data will not be included. Local Boards may authorize access to local Off market data & confidential information.



# **APPENDIX C**

# **INDIANA REGIONAL DATA CONTENT APPLICATION**

Please complete Data Application for NON -IDX requests. Please submit application to <a href="mailto:idx@irmls.net">idx@irmls.net</a> or mail to 57225 Alpha Dr. Goshen, IN 46528 for processing. Please allow 48 to 72 business hours for processing.

Broker/Agent Information		Date:		
Broker/Agent Name:		Firm Name:		
Address:	City:		_ State:	Zip:
Email:	Phone:		Website URL:	
Broker/ Owner (if different than applica	nt):			
What States do you hold a RE License?				
RE Broker License #:	RE A	gent License#		
Purpose for Data Content:				
VOW Back Office	Application3 <sup>rd</sup> Pa	arty Software/Servic	ce	
Please describe how IRMLS data will be	used:			
Please describe what types of data will b	pe needed:			
Access Type: RETS		WEB API		
Vendor/ Information				
Vendor Name:		Company Nar	me:	
Address:	City:		State:	Zip:
Email:	Phone:		IP Address:	
Description of Services provided by Ver	ndor :			

# **APPENDIX D**

# INDIANA REGIONAL MULTIPLE LISTING SERVICE IDX/DATA CONTRACT

# **ACCESS TO IRMLS IDX DATA:**

This Contract is made and entered into by Indiana Regional Multiple Listing Service (IRMLS); the MLS Participant identified as ("Participant") on the signature page; the agent affiliated with Participant as identified as ("Agent") on the signature page and the Individual or company identified as "Vendor" on the signature page. This Contract must be completed and signed by all parties who request access to the IDX/IRMLS data. There are no exceptions. Once the contract is complete, return to the Indiana Regional MLS at 57225 Alpha Drive, Goshen, IN 46528, Fax: 574-875-7174 or email to idx@irmls.net.

# **RECITALS**

1. Participant and Agent wish to obtain, and IRMLS wishes to provide, IDX data, as defined in this contract, for use on Participant and Agent website or no other purpose. Participant and Agent may wish to engage Vendor(s), i.e., other companies or individuals who are not employees of Participant, to operate Participant and Agent website on behalf of Participant and Agent, perform data downloading, manipulation, and formatting, as well as programming and web design in compliance with IDX rules and under supervision of Participant and Agent.

# **DEFINITIONS**

2. For purposes of this Contract, the following terms shall have the meanings set forth below.

**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

IRMLS – Indiana Regional MLS, a regional MLS serving 14 MLS's in Indiana.

**Affiliated Association:** Any Association/Board of Realtors or MLS that provides MLS services from IRMLS for resale to it's members.

**IDX Database** or **IDX Data**: The current aggregate compilation of exclusive right to sell or exclusive agency listings of all Participants except those Participants who have opted out of the IDX program or those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. IRMLS owns the IDX Data. IDX Data also includes data that supports non-IDX related services such as back end office software support etc.

**Participant**: A MLS Participant gives permission to other MLS Participants to display its listings on their web sites in return for their permission to advertise their listings on its web site. A Participant receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees.

**Agent:** Any Agent, with permission of the Participant, who receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees.

**Vendor**: Any individual or company providing web hosting or web development work for Participant or Agent. Vendor receives access to the data through the Participant or Agent.

**Service Vendor:** An individual or company that sells products and services to IDX Subscribers. A Service Vendor receives access to the data and is billed directly from the MLS.

**Rules**: The Rules and Regulations of IRMLS, as amended from time to time, and any operating policies relating to the IDX DATA promulgated by IRMLS.

# INDIANA REGIONAL MLS (IRMLS) OBLIGATIONS

- 3. During the term of the Contract, IRMLS grants to Participant and Agent a non-exclusive, non-transferrable license to:
  - a. display the IDX Data on Participant and Agent web site, and
  - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant and agent web site.
- 4. During the term of this Contract, IRMLS agrees to provide to Participant/Agent and its Vendors (if applicable):
  - a. access to the IDX Data via the Internet using Real Estate Transaction Standard ("RETS"), Web API or Smart Framing links;
  - 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 or fees.

Access to the IRMLS data may from time to time be unavailable, whether because of technical failures or interruptions, intentional downtime for services or changes to the database or otherwise. Any interruption of access to the data shall not constitute a default by IRMLS under this agreement.

IRMLS does not undertake to provide technical support for the IDX database or interface.

# **PARTICIPANT and AGENT OBLIGATIONS**

- 5. Participant and Agent shall comply with the rules of IRMLS at all times.
- 6. Participant and Agent acknowledge IRMLS's ownership and use rights related to copyrights in the IDX Data as defined in the IRMLS rules. Participant and Agent shall not challenge or take any action inconsistent with the IRMLS ownership of or rights in the IRMLS data.
- 7. Participant and Agent shall comply with the requirements relating to Confidential Information set forth below.
- 8. In the event that Participant and Agent desire to make the IDX or the Confidential Information available to any 3<sup>rd</sup> Party, Participant and Agent agree to require such 3<sup>rd</sup> Party to execute this Contract and become a Vendor.
- 9. If IRMLS notifies Participant and Agent of a breach of the Rules of this Contract and Participant and Agent do not immediately cure such breach, Participant and Agent agree that IRMLS may seek cure from the Vendor, or any one of them.
- 10. Participant and Agent shall notify IRMLS within five (5) business days of any change to the information on the website related to IDX.
- 11. Participant and Agent shall hold Vendor harmless from any liability arising from Vendor's cooperation with IRMLS to fix or cure any noted breach of this contract or IDX rules as referenced under Vendor's Obligations Paragraph 13.

- 12. Participant and Agent agree to pay all IDX related fees as set forth by the IRMLS.
- 13. Participant and Agent shall employ appropriate security protection such as firewalls on their web sites and displays to avoid scraping data and/or framing of the data by unauthorized web sites.

# **VENDOR'S OBLIGATIONS**

- 14. If IRMLS notifies Participant and Agent of a breach of the Rules or this Contract and Participant and Agent do not cure such breach immediately, IRMLS may contact VENDOR to cure any such breach that is within VENDOR's control. VENDOR agrees to cooperate with IRMLS and act immediately upon notification by IRMLS of an uncured breach by Participant and Agent.
- 15. Each Vendor acknowledges IRMLS's rights and ownership of the copyrights in the IRMLS data. Vendor agrees not to challenge or take any action inconsistent with IRMLS's rights or ownership in the IRMLS data.
- 16. Each Vendor shall comply with the requirements relating to Confidential Information set forth below.
- 17. Each Vendor shall notify IRMLS within five (5) business days of any changes to the IDX related data or web design.
- 18. Vendor shall not make the IRMLS data or the confidential information available to any 3<sup>rd</sup> Party except as allowed in this contract nor shall Vendor use the data for any other personal or commercial purpose. In the event Vendor provides services to other Participants or Agents, Vendor must enter into separate contracts with IRMLS. Vendor is required to ascertain that Participant and Agent, to which they provide service, remain eligible, active and affiliated with the same firm as noted on the Signature Page. Vendor agrees to contact IRMLS to report any changes to Firm, Participant or Agent status. Failure to comply will result in termination of Vendor's access to the data.
- 19. Vendor shall take reasonable efforts to avoid scraping data and/or framing of the data by unauthorized web sites.

# CONFIDENTIAL INFORMATION

- 20. "Confidential Information" is information or material proprietary to IRMLS or designated "confidential" by IRMLS and not generally known to the public, that Participant and Agent or Vendors or any one of them (Receiving Party) may obtain knowledge of or access to as a result of access under this Contract. 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 IRMLS Data, except to the extent to which this Contract 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 IRMLS obtains from any third party that IRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by IRMLS.
  - g. any information designated as confidential or private by any applicable State, Federal or Local or other law, regulation or directive.

- 21. 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 Parties to this Contract at the time of disclosure;
  - c. is used or disclosed by the Receiving Parties with the prior written consent of IRMLS, to the extent of such consent;
  - d. becomes known to the Receiving Parties from a source other than IRMLS without breach of this Contract by the Receiving Parties and provided that such source is not known by the Receiving Parties to be bound by a confidentiality agreement with IRMLS; or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Parties provide to IRMLS prompt notice of any such order.
- 22. **Title.** The Receiving Parties acknowledge that title to the Confidential Information remains at all times with IRMLS or with the 3<sup>rd</sup> Parties in whom title existed prior to this Contract or prior to disclosure by IRMLS.
- 23. **Restrictions on Use Scope of Use.** The Receiving Parties will use or access the Confidential Information only as expressly permitted under this Contract and the Rules and the Receiving Parties 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.
- 24. **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 IRMLS 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.
- 25. **Restrictions on Use No 3<sup>rd</sup> 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 3<sup>rd</sup> Parties, including vendors or independent contractors, without prior written consent from IRMLS. If IRMLS grants consent, the Receiving Party will execute an agreement with the 3<sup>rd</sup> Party that imposes at least as strict a confidentiality obligation on the 3<sup>rd</sup> Party as that imposed by this Contract on the Receiving Party.
- 26. **Restrictions on Use Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without IRMLS's prior written consent. In the event IRMLS grants consent, the Receiving party is not relieved of any of its obligations under this Contract.
- 27. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Contract or receipt of notice of termination by IRMLS, the Receiving Party will return to IRMLS all Confidential Information and all other materials provided by IRMLS 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 IRMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to IRMLS and all magnetic or computer data have been destroyed.

# **TERM AND TERMINATION**

- 28. The term of this Contract begins on the "Effective Date" set forth on the "IRMLS Information and Signature Page" below. IRMLS has the right at any time and in its sole discretion to terminate this Contract. This Contract shall terminate upon the occurrence of any of the following events:
  - a. IRMLS's notice to Participant and Agent that this Agreement is terminated.
  - b. Participant and Agent 30 day notice to IRMLS that it no longer intends to display IDX Data on its web site.
  - c. Termination of Participant or Agents' privileges either by IRMLS or the Affiliated Association from which Participant and Agent purchases MLS Services.
  - d. Non-payment of any fees associated with the IDX Program.
  - e. Ten (10) days after any party provides notice to another that the other has breached this contract provided the breach remains uncured.
  - f. Immediately upon any parties notice to another that the other has breached this contract provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party given notice irreparable harm.
  - g. Immediately upon Participant and Agent notice to a vendor that vendor is no longer designated to provide services.
  - h. With regard to any agent party, immediately upon any event that result in the agent no longer being affiliated with firm.

#### **GENERAL PROVISIONS**

- 29. **Survival of Obligations.** The obligations of Participant and Agent set forth under "Participant and Agent Obligations" above and the obligations of Vendors under "Vendors' Obligations" above shall survive the termination or expiration of this Contract.
- 30. **IRMLS's Remedies.** Because of the unique nature of the IRMLS Data and Confidential Information, Receiving Parties acknowledge that IRMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Contract, and that monetary damages would be inadequate to compensate IRMLS for a breach. IRMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing or further breach by Receiving Parties or any one of them, without showing or proving any actual damages sustained by IRMLS.
- 31. **Attorney's fees.** If IRMLS prevails in any action to enforce or interpret this Contract or any provision hereof, the party against whom enforcement or interpretation was sought will pay IRMLS's reasonable attorney's fees and costs for such legal action.
- **32. Limitation of Liability.** IRMLS has no liability to Receiving Parties for damages under this Contract, whether in contract or tort. Receiving Parties' only remedy shall be termination of this Contract. IRMLS shall not be liable for any incidental or consequential damages under any circumstances, even if IRMLS has been advised of the possibility of such damages. IRMLS shall have no liability for inaccuracies in the IRMLS Data.

- 33. **Notice.** All notices to be given under this Contract 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 Contract.
- 34. **No Waiver.** No waiver or modification of this Contract 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.
- 35. **No Assignment.** Receiving Parties may not assign or otherwise transfer any of their rights under this Contract to any party without the prior written consent of IRMLS.
- 36. **Entire Agreement.** This Contract contains the full and complete understanding of the parties regarding the subject matter of this Contract 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.
- 37. **Applicable law.** This Contract is governed by and enforced according to the laws of the State of Indiana.

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

# INDIANA REGIONAL MULTIPLE LISTING SERVICE Participant (Managing Broker) / Agent Contract Signature Page

Firm Name:	Firm NRDS#:
Managing Broker/Participant Name:	Managing Broker NRDS#:
*Email Address:*IRMLS communications are all electronic. Email is required.	Office Phone:
Agent Name (if applicable):	Agent NRDS #:
*Agent Email: (if applicable):	are all electronic. Email is required.
	·
Firm Street Address:	Cell Phone:
Firm City, ST, ZIP:	
Vendor Name & email * NEW Vendor must complete Vendor Contract and submit to IRMLS -	
New IDX AccountAdditional Account	
User is requesting a smart Frame IDX solution and agrees to	o pay a \$50.00 non-refundable set-up fee & \$100.00 annual fee.
User is requesting access to IRMLS data for IDX Web Fees \$250.00 non-refundable set-up fee	and \$250.00 annual fee
User is requesting an additional Data Account \$100.00 ann  * Set-up fee is waived if the Vendor is set up with IRMLS	·
Check ONE - This is an OFFICE WEBSITE	AGENT WEBSITE
Please enter the Website URL where the IRMLS data will display:	
*NAR IDX rules require the website to be under the control of the modify and update information as required by the IDX policy and	
	rue and agrees to comply with all IDX rules. Managing Broker authorizes onsible for ensuring compliance. <b>The Broker/Agent agrees not to release</b> will notify IRMLS at <a href="mailto:idx@irmls.net">idx@irmls.net</a> upon completion of website and
Managing Broker Signature	Date Signed
Print Name	_
Agent Signature	Date Signed
Print Name	_

# INDIANA REGIONAL MULTIPLE LISTING SERVICE NEW Vendor Contract Signature Page

Vendor Company:	
Vendor Contact:	
Street Address:	
City, State, ZIP:	
	Website Address:
Email Address:	ration. Email address must be supplied.)
signed contract and pays the applicable fee	ndors to use IRMLS data for multiple Brokers as long as each Broker submits a s. Vendors must have ONE contract on file. Vendors who use a WEB API will be ted from request date to Mar 1. *Web API coming soon 2022
RETS ACCOUNT?	WEB API ACCOUNT (coming 2022)
RETS	WEB API \$600
Broker/Agent Name:	
Firm:	
Email Address:	
Broker/Agent Website Address:	
VENDORS MUST SUBMIT A LIST OF AC	TIVE BROKERAGE ACCOUNTS QUARTERLY TO idx@irmls.net.
By signing this Contract,	
Vendor agrees to notify IRMLS imme	ided is true and accurate e Rules governing this use of IRMLS data. ediately upon completion of each site to allow IRMLS to perform a site audit. te until IRMLS has completed an approved audit.
IRMLS will notify vendor by email whidx@irmls.net	nen the site is approved for release. Vendor will notify IRMLS at
Vendor Signature	Vendor Print Name
	 Date Sign

# **APPENDIX E**

# IRMLS DATA DISPLAY COMPLIANCE REVIEW

The IDX compliance requirements are listed below. The IDX subscriber has five (5) business days to make any changes noted below and provide notice to the MLS. If changes are not required, the site is in compliance and ready for public use.

Through IDX Policy, MLS Participants authorize the limited electronic display of their listings by other participants via the following authorized mediums which MUST be under the participant's control; websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. Control means the ability to add, delete, modify & update information as required..

Agent	:/Office Name:	Date:
Webs	ite Address:	
A che	ckmark " " means the	e site is in compliance with the rule. An "X" means the site is not in compliance.
1.	18.3.8	This Disclaimer must be prominently displayed on the member's website
		"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. Data is deemed reliable but is not guaranteed accurate by the MLS."
2.	18.2.5	IDX Subscriber must refresh all MLS downloads at least every twelve hours. A date & time stamp on the IDX display page is required.
3.	18.2.7	Any IDX display must CLEARLY identify the name of the brokerage firm under which the site operates.
4.	18.2.12	IDX listings must identify the listing firm in a reasonable prominent location & readily visible color & typeface not smaller than the median used in the display of the listing data.
5.	18.3.4	IDX listings must identify the listing agent except when exempted by IDX rules
6.	18.3.7	IDX must show IRMLS as the source of information "IDX information provided by the Indiana Regional MLS
7.	18.3.12	IDX rules prohibit the display of off-market listings with the exception of Sold/Pending Status.
8.	18.3.13	Display of sellers and/or occupant's name, phone number, & email address is prohibited.
9.	18.3.1	IDX display shall contain only the fields of data approved by IRMLS Confidential fields are prohibited.
10.	18.3.15	Participants will maintain an audit trail of consumer activity in case of security breach.
11.	18.2.9	Participants shall maintain a way (e.g. phone, address, email) to receive comments about the accuracy of the data or information that is added by or on behalf of the Participant beyond the MLS.
12.	Section 4.4	IRMLS Rules & REGS - <u>USE OF THE TERMS MLS &amp; MULTIPLE LISTING SERVICE</u> – IDX display shall NOT include any verbiage that suggests the public is accessing the MLS or that the firm or individual is an MLS.
13.	18.2.11	Participants may augment their IDX display with applicable property information from other sources on the same Webpage or display, CLEARLY separated from MLS data. The source of the information must clearly identified in the immediate proximity to the data.
14.	Additional Comments:	

<sup>\*</sup>Display of minimal information (e.g. "thumbnails", text messages, "tweets" of 200 characters or less are exempt from this requirement when linked directly to a display that includes all required disclosures. For audio delivery of this listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

# **APPENDIX F**

# INDIANA REGIONAL MLS IDX SERVICE or VENDOR CHANGE

Member Information:	DATE:
Broker/Agent Name:	
Office Name:	
Email Address:	
Website Address:	Assoc. ID
Vendor Change (complete if changing Vendors)	
I am changing Vendors	
Name of Current Vendor:	Email:
Inactivation Date for current Vendor:	
New Vendor Name:	Contact:
IDX Change complete if changing service type)	
Current IDX Type:Smart Framing	Using IDX Vendor
Change TO: Using IDX Vendor	Smart Framing
If changing to Smart Framing- What is your current Vendors Name: Inactivation date for Current Vendor:	
If changing from Smart Framing to IDX Vendor:  New Vendor Name:  New Vendor Contact::  New Vendor email:	
ADDITIONAL COMMENTS:	
*A \$25.00 service change fee will be charged prior to making any change Please notify IRMLS if any changes have been made to the IDX display. service provider of any account changes.	
IDX Subscriber Signature:	Date:
Broker Signature:	Date:

# **APPENDIX G**



# **IRMLS BROKER LISTING REQUEST**

57225 ALPHA DR. GOSHEN, IN 46528 574-651-7868

# IRMLS BROKERAGE DATA REQUEST FORM

Managing Brokers may request access to their Brokerage data by submitting this form to IRMLS at <a href="idx@irmls.net">idx@irmls.net</a>. IRMLS will charge a \$100 one-time set-up fee for each office account requested. \*Office accounts are identified by the Office ID in Paragon. IRMLS will provide access to the Brokerage data within 48 business hours after payment has been processed. The Office Data Account will include Brokerage data – all property classes, all statuses and all data fields pertaining to the broker's data.

MANAGING BROKER:			DATE		
OFFICE NAME:			MAIN OFFICE ID:		
BROKER EMAIL:	BROKER CELL:		BROKER CELL:		
**Is Broker working with a Ve	ndor? No	Yes	If Yes, plea	ase include the following information	on:
Name of Vendor:			Name of C	Contact:	
Email:		Contact Phone:			
BROKER REQUESTS BROKERAG	GE DATA for the follow	ving office	<b>s</b> – Office ID i	is available from Local board staff	
Main Office ID: Branch Office ID:	Branch Office ID: Branch Office ID:		Office ID: Office ID:	Branch Office ID: Branch Office ID:	
IRMLS will provide Broker's DATA IRMLS will provide a URL and logic IRMLS will provide data profiled d Cost: One time set up fee \$100	n credentials ocument	s, all proper	ty classes, all	I fields (including confidential)	
IRMLS will provide access to da	ata within 48 business	hours afte	r receipt of p	payment or before.	
*The Managing Broker will be cha	rged a \$250 set up fee fo	or any vend	or that is not	: active with IRMLS.	
Broker Signature:			Date:		
Printed Name					