

LAKE OF THE OZARKS BOARD OF REALTORS®, INC.
BROKER RECIPROCITY / INTERNET DATA EXCHANGE AGREEMENT

INTENT: The purpose of the LOBR MLS Broker Reciprocity / Internet Data Exchange Agreement is to provide a service to our members. Broker Reciprocity is for members to use the listed data on their websites as linked to from Offutt/Innovia in accordance with the rules and regulations.

INITIAL ONE OF THESE TWO BOXES:

 MY FIRM IS A BROKER RECIPROCITY / INTERNET DATA EXCHANGE (IDX) SUBSCRIBER. I understand that I am hereby giving every other BR/IDX Subscriber of the Multiple Listing Services of the Lake of the Ozarks Board of REALTORS®, Inc. and the Bagnell Dam Association of REALTORS® hereinafter referred to as MLS, permission to advertise my active and under contract contingent MLS listings on their own website, subject to the Rules and Regulations of the Multiple Listing Service. Other brokers are not obliged to display my listings. I authorize MLS to distribute my active and under contract contingent listing data to other BR/IDX Subscribers pursuant to Rules and Policies of the MLS.

 MY FIRM IS NOT AN INTERNET DATA EXCHANGE (IDX) SUBSCRIBER. I understand this means that BR/IDX Subscribers will not be permitted to display my listings on their websites. I further understand that my firm will receive no benefits under the BR/IDX program of MLS/LOBR. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

Members shall not link to Offutt/Innovia data from BR/IDX MLS database to the member's own website(s) for any purpose, including republishing on the internet, without executing an MLS BR/IDX Agreement and abiding by the BR/IDX Guidelines specified in MLS Rules & Policies.

_____ a member of MLS,
MEMBER NAME

and _____

FILL IN NAMES OF ALL THIRD PARTY COMPUTER EXPERTS OR CONSULTANTS that will have any access to BR/IDX data.
(Please note that any such Computer Experts or Consultants must sign this Agreement agreeing to be bound by the terms and conditions contained below)

HEREBY AGREE AS FOLLOWS:

DEFINITIONS:

A SUBSCRIBER is a member of the LAKE OF THE OZARKS BOARD OF REALTORS Multiple Listing Service in good standing.

A CONSULTANT is the person and or company who on behalf of the BR/IDX Subscriber facilitates the transfer of or the linking to the Offutt/Innovia data onto the subscriber's website.

- 1. GRANT OF PERMISSION.** MLS hereby grants Member permission to link to Offutt/Innovia commencing on date hereof and terminating as hereinafter specified. Data can not be modified or manipulated and must be republished in exact format as allowed by the MLS.
- 2. WARRANTY THAT CONSULTANT IS PARTY TO THE AGREEMENT.** Member hereby warrants that the name(s) of any and all third party computer experts, consultants, or Internet Service Providers (collectively, "Consultant") who will provide services in connection with the use of the MLS data provided for herein or on behalf of Member in connection with this Agreement who are not employees of Member are listed above as a party to this Agreement.
- 3. CONSULTANT NOT TO TAKE DATA FROM MEMBER'S POSSESSION.** Member agrees not to permit Consultant to take, use or disseminate and Consultant agrees not to take, use or disseminate any data whatsoever from MLS' database from Member's possession or control either during the time Consultant is performing services for Member, or thereafter other than for the limited purpose of providing services on behalf of Member.
- 4. DATA TO BE RETAINED BY MEMBER SUBJECT TO MLS' RULES.** Member agrees to retain in Member's possession all data transferred pursuant to this Agreement. Member further agrees that all MLS Rules and Bylaws applying to displaying other Brokers' listings, including, but not limited to, the

Broker Reciprocity / IDX Policy of the MLS shall be followed by Member. Member understands that these rules will apply whether the Member processes the data and or if data is processed by a third-party computer expert/consultant.

5. **LINKING PROCEDURE.** The process and procedure for linking shall be by such equipment and procedure as may be determined by MLS from time to time in its sole discretion.
6. **REPUBLICATION OF DATABASE.** Member may link to the MLS database in strict compliance with MLS current Rules and Regulations on an Internet site controlled by Member and advertised as Member's Internet site.
7. **RIGHT TO TERMINATE PERMISSION.** MLS shall have the right at any time and in MLS' sole discretion to terminate the right to link to forthwith upon written notice to Member. Delivery of such written notice to Member shall constitute delivery of said written notice to Consultant. Both Member and Consultant agree to immediately cease linking to and displaying upon receipt of such notice.
8. **TERMINATION OF MEMBERSHIP.** Upon termination of membership or transfer to inactive status, Member shall delete all portions of data theretofore linked to from MLS' database by Member and to immediately cease linking to or and displaying such data.
9. **ORDER OF SIGNATURE OF AGREEMENT.** The Member, and any and all Consultants performing services on behalf of Member in connection with this Agreement shall sign this Agreement in triplicate. Member warrants and represents that all such Consultants have executed this Agreement.
10. **MLS DATALINK.** MLS will set up a data link that the Member or their Consultants may use to link to the Offutt/Innovia listings and photographs for their BR/IDX website. Any costs incurred by the MLS service now or at a future date may be passed on to the membership.
11. **COMPLIANCE WITH AGREEMENT.** Any violations of the BR/IDX Agreement or Rules will result in MLS first notifying the Member with a deadline for correction of problems. Failure to bring the website into compliance with the BR/IDX Agreement and/or Rules will be subject to the following penalties. In regards to a Company: 1) Notification and five (5) days to correct. 2) Automatic 30 day suspension from the MLS including all agents. 3) Expulsion from the MLS including all agents. In regards to an Agent: 1) Notification and five days to correct. 2) Automatic 30 day suspension from the MLS. 3) Expulsion from the MLS. Notwithstanding the foregoing, MLS in its sole discretion, reserves the right to require that Member cease linking to or using data forthwith as provided above. Third party computer experts or consultants found in violation of any of the above shall be denied links to all Subscribers.
12. MLS prohibits display of confidential data fields intended for cooperating brokers rather than consumers.
13. All listings must include the full name of the listing office as listed in MLS.
14. Data displayed will not be modified or manipulated in any manner and will appear exactly as it is in BR/IDX Link. Listing Information will not be misrepresented in any fashion.
15. Any display of other Subscribers' listings must indicate the source of the data being displayed.
16. MLS prohibits sharing of the MLS database with any unauthorized third party and will require Subscribers to indicate on their websites that the data being provided is for consumers' personal, non-commercial use and will not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.
17. *MLS Bylaws, Rules and Regulations continue to apply to the database even though the member's Internet server may process it.*
18. *The BR/IDX website must include the following and must be on each viewable or printable page in which other MLS listings are displayed under BR/IDX:*

Fair Housing and MLS logos
Disclaimer that "Information herein is believed to be accurate and timely, but no warranty as such is expressed or implied"
19. *All sites must display an active "I AGREE" statement prior to displaying any search results. The "I Agree" statement shall include the following:*
 - A. *The statement: "Listing Information Copyright <YEAR> Multiple Listing Service of Lake of the Ozarks Board of REALTORS®, Inc."*
 - B. *The statement: "The information being provided is for consumers' personal, non-commercial use and will not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing."*
 - C. *Any display of other Subscribers' listings must indicate the source of the information being displayed: "The data relating to real estate for sale on this website comes in part courtesy of the Broker Reciprocity Internet Data Exchange Program of the Multiple Listing Service of Lake of the Ozarks Board of REALTORS® Inc. Real estate listings held by brokerage firms other than <Website Owner> are governed by MLS Rules and Regulations and detailed information about them includes the name of the listing companies."*
20. **ATTORNEY'S FEES:** Member and/or Consultant agrees to pay the reasonable attorneys fees and costs in the event MLS or LOBR MLS employs an attorney arising out of Member's and/or Consultant's actions or inactions hereunder, if prevailing party.
21. **CONSULTANTS:** Consultant by joining herein agrees to be bound by the terms and conditions of this Agreement and agrees that in the event it should be in default under this agreement that the MLS shall be entitled to such rights and remedies as may be available under law including damages, incidental damages as well as injunctive relief.
22. **MISCELLANEOUS:** This Agreement shall be construed and interpreted under the laws of the State of Missouri. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the legality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. There shall be no inference or rule of construction, which shall apply, based on the fact or circumstance that any party or their counsel drafted any or all of the provisions of this Agreement. No person shall be deemed to possess any third-party beneficiary right pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

MEMBER

MEMBER NAME:(print) _____

MEMBER SIGNATURE: _____ Date: _____

URL: _____

MEMBER E-MAIL ADDRESS: _____

QUALIFYING BROKER

QUALIFYING BROKER/SUBSCRIBER SIGNATURE:

_____ Date: _____

QUALIFYING BROKER/SUBSCRIBER E-MAIL ADDRESS:

THIRD PARTY COMPUTER EXPERT(S) OR CONSULTANT(S):

CONSULTANT NAME (PRINT): _____

CONSULTANT SIGNATURE: _____ Date: _____

CONSULTANT E-MAIL ADDRESS: _____

LAKE OF THE OZARKS BOARD OF REALTORS®, Inc.

By: _____ Date: _____