

**Northern Nevada Regional MLS, Inc.**  
**Broker Reciprocity/IDX Agreement**  
(Rev 0617)

This Broker Reciprocity/IDX Agreement (this "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between the Northern Nevada Regional Multiple Listing Service, Inc. ("NNRMLS"), a Nevada Close Corporation;  
\_\_\_\_\_  
Brokerage Name  
\_\_\_\_\_  
(full legal name of the "Firm"); and  
ProAgentWebsites.com / Douglas Greene (full legal name of the "Consultants").

**RECITALS**

WHEREAS, NNRMLS maintains the information for the multiple listing service ("MLS"), as defined below;

WHEREAS, NNRMLS has promulgated the Multiple Listing Service Rules and Regulations which must be followed by all users of MLS information;

WHEREAS, Firm wishes to obtain and NNRMLS wishes to provide information from the MLS for its web site, including the listing data of other real estate brokerages participating in the NNRMLS;

WHEREAS, Firm may wish to engage other companies or individuals who are not employees of Firm (the "Consultants") to perform data downloading, manipulation, and formatting of the MLS data, as well as programming and web design.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, it is hereby agreed as follows:

**AGREEMENT**

Section I  
Definitions

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

1.1 Broker Reciprocity Database ("BR Data"): The current aggregate compilation of all active listings, and recent sold listings of all Broker Reciprocity Subscribers except those

listings where the property seller has opted out of Internet publication by so indicating on the listing contract. The BR Data is owned by NNRMLS.

1.2 **Broker Reciprocity Subscriber (“BRS”)**: A Subscriber who gives permission to other Subscribers to display its active listings, and recent sold listings on their web sites in return for their permission to advertise their listings on its web site.

1.3 **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.

1.4 **Rules**: The Rules and Regulations of NNRMLS, as amended from time to time, and any operating policies relating to the BR Data and BRS promulgated by NNRMLS.

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

1.6 **Subscriber Data**: Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Subscribers, entered into the current system by Subscribers and NNRMLS. Subscriber Data is owned by NNRMLS.

## **Section II** **NNRMLS’s Covenants and Obligations**

2.1 **License**. During the term of this Agreement, NNRMLS grants to Firm a non-exclusive, non-transferable license to:

- a. display the BR Data on Firm’s web site, and
- b. make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Firm’s web site.

2.2 **Data**. During the term of this Agreement, NNRMLS agrees to provide to Firm and its Consultants:

- a. the Active BR Data via the Internet, under the same terms and conditions NNRMLS offers to other Subscribers;
- b. the Sold BR Data via the Internet, under the same terms and conditions NNRMLS offers to other Subscribers;
- c. seven (7) days’ advance notice of changes to the file and record formats of the BR Data; and
- d. seven (7) days’ advance notice of changes to the Rules.

### **Section III** **Firm's Covenants and Obligations**

- 3.1 **Subscriber Status.** Simultaneously or prior to submitting this Agreement, Firm agrees to become a BRS in accordance with the procedures set forth in the NNRMLS's Broker Reciprocity: Broker Informational Packet.
- 3.2 **Rules.** Firm agrees to comply with the NNRMLS Rules and the Broker Reciprocity rules at all times.
- 3.3 **Ownership of Data.** Firm acknowledges NNRMLS's ownership of the copyrights and all other intellectual property rights in the Subscriber Data and the BR Data and agrees not to challenge such ownership.
- 3.4 **Confidential Information.** Firm agrees to comply, and cause its employees and agents to comply, with the requirements relating to Confidential Information set forth in Section VI. In the event that Firm desires to make the BR Data or the Confidential Information available to a third party for the sole purpose of performing data downloading, manipulation or formatting, programming or web design, Firm agrees to require such third party to execute this Agreement and become a Consultant.
- 3.5 **Use.** Firm agrees to access and use only the BR Data and shall use the BR Data for no purpose other than the purpose defined in Section 2.1 without the written consent of NNRMLS. Firm agrees that no portion of the BR Data shall be provided to a third-party, including but not limited to, Firm affiliates without the written consent of NNRMLS.
- 3.6 **Modifications to Content.** Firm agrees not to modify any content of the BR Data except as approved in writing in advance by NNRMLS.
- 3.7 **Breach.** If NNRMLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that NNRMLS may pursue any and all legal remedies against the Firm, the Consultants or any of them.
- 3.8 **Company Information.** Firm agrees to notify NNRMLS within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

### **Section IV** **Consultants' Obligations**

- 4.1 **Breach.** If NNRMLS contacts Consultant to cure a breach by Firm that is within Consultant's control, Consultant agrees to cooperate with NNRMLS and act immediately upon notification by NNRMLS to cure the breach.
- 4.2 **Ownership of Data.** Consultant acknowledges NNRMLS's ownership of the copyrights and all other intellectual property rights in the Subscriber Data and the BR Data and agrees not to challenge such ownership.

4.3 **Confidential Information**. Consultant agrees to comply, and cause its employees and agents to comply, with the requirements relating to Confidential Information set forth in Section VI below.

4.4 **Modifications to Content**. Consultant shall not modify any content of the Subscriber Data or BR Data except as approved in writing by NNRMLS.

4.5 **Company Information**. Each Consultant shall notify NNRMLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

## **Section V** **Compensation**

5.1 **Set-up Fee**. Firm agrees to pay NNRMLS a one-time set-up fee of Fifty Dollars (\$50) upon execution of this Agreement. **This Fee is Waived**

5.2 **Monthly License Fee**. Firm agrees to pay NNRMLS Fifteen dollars (\$15) per month, as consideration for the license granted herein. The monthly license fee will be billed to the Firm's BRS Association account. Firm agrees to make payment in accordance with current Association policies on payment of financial obligations. If this Agreement is renewed beyond the initial term, as set forth below, Firm acknowledges and agrees that NNRMLS may modify the monthly license fee. **Brokerage Pays this Fee.**

## **Section VI** **Confidential Information and Intellectual Property**

6.1 **Definition**. "Confidential Information" is information or material proprietary to NNRMLS or designated "confidential" by NNRMLS 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 in any form:

- a. all Subscriber Data, except the BR 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; techniques, procedures; IP addresses, access codes and passwords.
- d. any information that NNRMLS obtains from any third party that NNRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by NNRMLS; and
- e. the terms and conditions of this Agreement.

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

6.2 **Restrictions on Use – Scope of Use.** The Receiving Party agrees that it will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules, and the Receiving Party agrees that it will not use its access or the Confidential Information for any other purpose. The Receiving Party agrees that it 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. The Receiving Party further agrees to cause its employees and agents to protect the Confidential Information and refrain from using the Confidential Information in any manner other than as expressly permitted in this Agreement.

6.3 **Restrictions on Use – Unauthorized Uses.** The Receiving Party agrees that it will not make copies of the Confidential Information. The Receiving Party further agrees that it will not directly or indirectly disclose, display, frame, provide, transfer, co-brand, link or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of NNRMLS to do so. Receiving Party agrees that at no time and under no circumstances will it reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party agrees that it will not incorporate the Confidential Information into any other work or product unless approved in writing by NNRMLS.

6.4 **Restrictions on Use – No Third Party Access.** The Receiving Party agrees that only its own employees will access the Confidential Information. The Receiving Party agrees not to provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from NNRMLS. If NNRMLS grants consent, the Receiving Party agrees to execute an agreement with the third party that imposes the confidentiality obligations contained in this Agreement on the third party.

6.5 **Restrictions on Use – Location restriction.** The Receiving Party agrees that it will not remove the Confidential Information from its principal place of business without NNRMLS's prior written consent. In the event NNRMLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

6.6 **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 NNRMLS, the Receiving Party agrees that it will return to NNRMLS all Confidential Information and all other materials provided by NNRMLS to the Receiving Party. The Receiving Party further agrees that it will erase, delete,

or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of NNRMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to NNRMLS and all magnetic or computer data have been destroyed.

6.7 **NNRMLS's Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge and agree that NNRMLS 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 NNRMLS for a breach. NNRMLS 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 NNRMLS.

6.8 **Ownership of Trademarks.** Receiving Party acknowledges and agrees that NNRMLS will retain all right, title, and interest in and to its trademarks, service marks, and logos ("Marks") worldwide. Subject to the terms and conditions of this Agreement, NNRMLS hereby grants to Firm a nonexclusive, nontransferable, worldwide license to use the Marks in connection with the NNRMLS content during the term of this Agreement, provided that such use is in accordance with the then-current trademark guidelines of NNRMLS. NNRMLS may modify the Marks at any time upon written notice to Firm and Consultant (if applicable). Firm/Consultant will not form combination marks with the Marks or modify the Marks without the prior written consent of NNRMLS. Firm/Consultant hereby assigns to NNRMLS all right, title and interest in the Marks, together with the goodwill attaching thereto, that may inure to Firm/Consultant in connection with this Agreement or from its use of the Marks hereunder. The Receiving Party acknowledges and agrees that title to the Confidential Information remains at all times with NNRMLS including all copyright rights and other intellectual property or proprietary rights therein (collectively, the "Intellectual Property Rights").

6.9 **Notices.** Receiving Party agrees to display NNRMLS's copyright notice, disclosures and identifying logo (mark) on each page where NNRMLS content is displayed. Receiving Party further agrees to comply with additional requirements for notifications and logo use contained in the BRS Rules.

## **Section VII** **Term and Termination**

7.1 **Generally.** The term of this Agreement begins on the Effective Date and shall continue in full force and effect unless terminated in accordance with this Agreement. This Agreement shall thereafter automatically renew for successive one (1) month periods unless terminated earlier in accordance with this Section VII. Firm acknowledges and agrees that NNRMLS may review and increase the monthly license fee at any time with 30 days notice given to Firm.

7.2 **Termination by NNRMLS.** Firm agrees that NNRMLS may terminate this Agreement at any time in its sole and absolute discretion.

7.3 **Events of Termination by NNRMLS.** The parties agree that this Agreement shall terminate upon the occurrence of any of the following events:

- a. NNRMLS provides notice of termination to Firm;

- b. Firm provides thirty (30) days advance written notice of termination to NNRMLS; however, such termination shall not be effective until at least 30 days from the date the notice is received by NNRMLS.
- c. Upon suspension or termination of Firm's membership and/or privileges as a Subscriber either by NNRMLS or one of its shareholder associations for any reason, including but not limited to non-payment of financial obligations (termination shall be immediate and without prior notification)

NNRMLS shall not be required to refund any part of the license fee.

## **Section VIII** **Warranties and Liability**

8.1 **NNRMLS Warranties.** NNRMLS warrants that: (i) it has sufficient right and authority to enter into this Agreement and to grant to Firm the rights granted under this Agreement; and (ii) to the best of NNRMLS's knowledge, the NNRMLS Content, as delivered to Firm/Consultant by NNRMLS, will not infringe the U.S. Intellectual Property Rights of any other party.

8.2 **Firm Warranties.** Firm warrants that: (i) it has sufficient right and authority to enter into this Agreement and to carry out its obligations hereunder; (ii) to the best of Firm's knowledge, the Firm web site(s) (exclusive of the NNRMLS Content) will not infringe the U.S. Intellectual Property Rights of any other party; and (iii) the Firm web site(s) and Firm/Consultant's operation thereof will comply with all applicable laws, rules and regulations.

8.3 **Warranty Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BR DATA CONTENT AND THE LICENSEE SITES, AS APPLICABLE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FIRM EXPRESSLY ACKNOWLEDGES AND AGREES THAT NNRMLS MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE NNRMLS CONTENT.

8.4 **Limitation of Liability.** NNRMLS'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 NNRMLS, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. NNRMLS shall not be liable for any incidental or consequential damages under any circumstances, even if NNRMLS has been advised of the possibility of such damages. NNRMLS shall have no liability for inaccuracies in the BR Data or the Subscriber Data.

## **Section IX** **Indemnification**

9.1 **Infringement Claims.** Firm and Consultants agree to indemnify, hold harmless, protect and defend NNRMLS from and against any liability, claim, loss, cost, expense or damage (including reasonable attorney's fees and costs) made against NNRMLS for violation of intellectual property of third parties, which charge or suit is based on Firm's or Consultants' use

or use contemplated in this Agreement of the BR Data or Subscriber Data or any portion thereof.

**9.2 Indemnification by Firm and Consultants for Other Claims.** Firm and Consultants agree to indemnify, hold harmless, protect and defend NNRMLS and its officers, directors, trustees, shareholders, employees and agents from and against any liability, claim, loss, cost expense or damage (including reasonable attorney's fees and costs) (the "Claims") claimed by a third party arising out of any willful or negligent act of Firm or Consultants or either of its agents, employees, contractors or representatives, in connection with the performance of its obligations hereunder other than special and consequential damages (excluding therefrom Claims arising from the negligence or wanton and willful misconduct of NNRMLS).

**9.3 Indemnification by NNRMLS.** NNRMLS agrees to indemnify, hold harmless, protect and defend Firm and Consultants and each of its officers, directors, shareholders, employees and agents from and against any Claims claimed by a third party arising out of any willful or negligent act of NNRMLS or its agents, employees, contractors or representatives, in connection with the performance of its obligations hereunder other than special and consequential damages (excluding therefrom Claims arising from the negligence or wanton and willful misconduct of Firm or Consultants).

## **Section X** **General Provisions**

**10.1 Survival of Sections VI and IX.** The parties agree that section VI and IX shall survive termination of this Agreement.

**10.2 Further Assurances.** Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.3 Excuse of Non-Performance.** NNRMLS shall not be liable to Firm nor Firm liable to NNRMLS for failure to perform its obligations if and to the extent that such failure results from causes beyond reasonable control which interrupt operations. These events, all of which causes hereinafter are called "force majeure," include, but are not limited to, strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or compliance with any regulations, orders or requirements of any duly authorized governmental body or agency. If either party is unable to perform as a result of force majeure, it shall promptly notify the other in writing of the beginning and estimated ending of each such period.

**10.4 Relationship of the Parties.** NNRMLS and Firm are separate and independent entities. The relationship between NNRMLS and Firm is purely contractual. NNRMLS shall not be deemed to be the partner, agent or representative of Firm, or vice versa. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or agency. Neither party to this Agreement shall be liable for the debts or obligations of the other except as otherwise set forth in this Agreement. Except as expressly provided in this Agreement, Firm shall not have the power to hire or fire NNRMLS's employees, nor may Firm control or have access to NNRMLS's funds or expenditures of those funds, or any other way exercise control over NNRMLS's business.



10.5 **Attorney's Fees**. If any party to this Agreement shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party all costs plus a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing a judgment granted thereon, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

10.6 **Waiver**. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

10.7 **Assignment**. Neither party shall voluntarily subcontract or assign any of their respective rights, duties or obligations hereunder without first obtaining the other party's written consent; provided, however, such consent shall not be unreasonably withheld.

10.8 **Notices**. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth on the signature page (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties).

10.9 **Amendments and Modifications**. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the parties hereto. If Firm requests amendments or modifications to NNRMLS's standard agreement, Firm agrees to pay Two Hundred Fifty Dollars (\$250) per hour for such amendments or modifications to be drafted by NNRMLS's attorney.

10.10 **Governing Law**. This Agreement will be governed by the laws of the State of Nevada without regard to conflicts of laws principles excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

10.11 **Arbitration**. Any and all disputes, controversies or claims arising under or in connection with this Agreement, including without limitation, fraud in the inducement of this Agreement, or the general validity or enforceability of this Agreement, shall be governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions and shall be submitted to binding arbitration before one arbitrator of and in accordance with the Commercial Arbitration Rules of the American Arbitration Association and conducted in a private manner in

Washoe County, Nevada. All expenses of any arbitration shall be borne equally by the parties. All fees, including legal fees shall be borne by the party who incurred said fees. The award of the arbitrator shall be final and enforceable in the courts of Nevada. All costs of enforcement are to be borne by the losing party. In reaching his or her decision, the arbitrator shall have no authority to change or modify any provision of this Agreement. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure so long as all discovery is conducted under a confidentiality order issued by the arbitrator prohibiting the use of any information disclosed or delivered in the discovery process except for use within the arbitration. Upon conclusion of the arbitration, all documents or tangible items disclosed must be returned to the party who produced the items.

10.12 **Jurisdiction**. Notwithstanding the arbitration clause above, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Nevada, County of Washoe, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Nevada, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

10.13 **Section Headings, Construction**. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

10.14 **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.15 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.16 **Binding Effect**. Each covenant and condition of this Agreement shall be binding on and inure solely to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives, including any entity with which the Company may merge or consolidate or to which all or substantially all of its assets may be transferred.

10.17 **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

**Northern Nevada Regional MLS, Inc.**

Entered into on behalf of the Northern Nevada Regional MLS, Inc. (NNRMLS) by

Signature: \_\_\_\_\_

Print Name: Gene Millman

Title: Chief Executive Officer

Date: \_\_\_\_\_

**Firm Information and Signature**

*To be completed by Broker – All fields Required*

Firm Name: \_\_\_\_\_

Broker/Office Manager Name: \_\_\_\_\_

Broker's MLS ID: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Firm Street Address: \_\_\_\_\_

Firm City, ST, ZIP: \_\_\_\_\_

Firm Phone: \_\_\_\_\_

Entered into on behalf of Firm by

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Consultant Information and Signature

*To be completed by Vendor – All fields Required*

Consultant (Individual or Company Name): ProAgentWebsites.com / Douglas Greene

E-mail address: dg@ProAgentWebsites.com

Consultant Street Address: 1310 E. 17th St.

Consultant City, ST, ZIP: Idaho Falls, Idaho 83404

Phone: 801-913-5869

Entered into on behalf of Consultant by:

Signature: 

Print Name: Douglas Greene

Title: President Date: 11-16-17

NOTE: A copy of Addendum I - IDX Website Registration Form must be completed to register websites on which data licensed under this agreement shall appear. You must enter into this Access to Broker Reciprocity data feed contract with NNRMLS and every real estate broker to which you provide services. If you sign only one and that Firm's access to the BR Data is terminated, you will not be able to get the data for your other clients. New consultants will be contacted with log-in information upon receipt of a complete and signed agreement (see checklist below)

Broker Reciprocity Agreement Checklist:

- Page 1 complete with brokerage and vendor/consultant names (no agent names on this page)
- Page 11 complete with Broker signatures (no agent signatures will be accepted)
- Page 12 complete with Vendor/Consultant signatures
- Addendum I - NNRMLS Website Registration form
- All pages of agreement returned

NNRMLS Staff Contact Information:

Phone: 775.823.8838

E-mail: [idx@nnrmls.com](mailto:idx@nnrmls.com)

Note: If this is an agent add-on to an existing agreement with a broker, a full agreement is not needed. Simply complete the Website Registration Form and email to [idx@nnrmls.com](mailto:idx@nnrmls.com).

	<h2>Addendum I</h2> <h3>IDX Website Registration Form</h3>	
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Select one:  New IDX Agreement  Add-on to previously submitted IDX Agreement

**Broker Information**

Office Name \_\_\_\_\_ Broker MLS ID \_\_\_\_\_

Broker Name \_\_\_\_\_

**Consultant Information**

Consultant Company Name ProAgentWebsites.com

Authorized Representative Douglas Greene

Phone #: 801-913-5869 Email: dg@ProAgentWebsites.com

Complete only one of the following three options:

<input type="checkbox"/> <b>Website for One Agent</b> Agent Name _____ Agent MLS ID _____ Website Address (URL) _____
<input type="checkbox"/> <b>One Website for All Agents in One Office or Firm</b> Website Address (URL) _____
<input type="checkbox"/> <b>Multiple Agent Websites within One Office or Firm</b> <i>Attach list with following data for each website: Agent Name, MLS ID, URL  Subdomain websites may be added without signatures or approvals, by emailing Agent Name, MLS ID, URL to <a href="mailto:idx@nnrmls.com">idx@nnrmls.com</a>.</i>

Broker Signature below acknowledges that the above noted agent is a member of NNRMLS and is affiliated with the broker noted above.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Consultant Signature below acknowledges that the above noted agent is a member and is affiliated with the broker noted above.

**Signature**  \_\_\_\_\_ **Date** 11-16-17