

**WVMLS IDX/Data License Agreement**

This **Internet Data Exchange (“IDX/Data License”) License Agreement (“Agreement”)** is made and entered into by Willamette Valley Multiple Listing Service (“WVMLS”), with offices at 3421 25th St. SE, Salem, OR 97302;

\_\_\_\_\_ (“**Member**”), Office Name: \_\_\_\_\_;

and  
\_\_\_\_\_ (“**Vendor**”), Firm Name: \_\_\_\_\_.

**1) PARTIES TO THIS AGREEMENT (“Parties”)**

- a) **Member:** "Member" shall refer to Designated and Non-Designated Members as defined in WVMLS Rules and, as applicable, any licensee affiliated with Designated Members and who has executed a WVMLS service agreement and desires to license WVMLS’s data (as defined in 2. Definitions below) to assist Member in providing real estate brokerage services to its clients.
- b) **Vendor:** “Vendor” includes any third-party computer expert, consultant, internet service provider, web designer, or other technology provider who desires access to WVMLS’s data to provide products and services to its Member customers.
- c) **WVMLS:** Salem Multiple Listing Bureau, Inc., DBA Willamette Valley Multiple Listing Service, who owns and operates a real estate multiple listing service on behalf of its Members. WVMLS collects, processes, and organizes real estate information such as, but not limited to, property facts, listing information, sale and commission data, photographs, Member contact details, rosters, and other information. WVMLS maintains a database of said information and intellectual property, which it licenses to its Members by agreement.

**2) DEFINITIONS**

- a) **WVMLS Data:** Real property and membership data aggregated by WVMLS.
- b) **WVMLS Rules:** The Bylaws, Rules, policies, and other governing documents of WVMLS.
- c) **Confidential Information:** Information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written, inspection of tangible assets or other form).
  - i) **All WVMLS Data**, except to the extent to which this Agreement and WVMLS Rules permit its disclosure;
  - ii) IP addresses, access codes, pins and passwords;
  - iii) Confidential property statuses and data fields as specified in WVMLS Rule 9(f);
  - iv) Any information that WVMLS obtains from any third party that WVMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by WVMLS;
  - v) Any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive;
  - vi) Any claims and evidence presented by any party in any arbitration under this Agreement;
  - vii) Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.
- d) **Consumer:** means a member of the public who is a potential buyer or seller of real estate.
- e) **Data Interface:** The transport protocols and data storage formats provided by WVMLS for use by parties to this data agreement. WVMLS may modify the Data Interface at its sole discretion from time to time.
- f) **Day:** The term “day” shall mean calendar day whether or not expressly identified.
- g) **IDX/Data (“IDX”):** IDX/Data Feed or IDX is a means by which a Member gives other Members the right to use

and display portions of the WVMLS Data of other IDX Participants as permitted on the signature page of this agreement.

h) “**IDX Member**” means a Member who has not opted out of IDX in accordance with WVMLS Rules.

i) “**IDX Site**” means a web site of an IDX Member displaying and WVMLS Data.

**3) FEED TYPES/PRODUCTS: Refer to Fee Schedule**

**4) LICENSE**

a) WVMLS hereby grants Member a limited, non-exclusive, non-transferable, revocable license to access and use WVMLS Data pursuant to and during the term of this Agreement.

i) Seven (7) days advance notice of changes related to the Data;

ii) The process for transferring the WVMLS Data shall be by such equipment and procedure as may be determined by WVMLS from time to time at its sole discretion. WVMLS does not undertake to provide technical support for the Data Interface or the WVMLS Data.

b) WVMLS shall have the right, for any or no reason, to terminate the Agreement. Upon termination of the Agreement, Member and Vendor shall cease publication, aggregation, and use of any and all WVMLS Data.

**5) OBLIGATIONS AND USAGE RIGHTS – MEMBER AND VENDOR**

a) Parties acknowledge that the WVMLS Data is a proprietary, original work of authorship from WVMLS and/or its Members and is protected under copyright and trademark laws. WVMLS retains all ownership, rights, title, copyright and intellectual property rights in and to the WVMLS Data. Except as explicitly provided for herein, Parties have no right to the WVMLS Data whatsoever and this Agreement creates no third party beneficiary rights. Any granted use of any portion of the WVMLS Data does not constitute a conveyance of any attribute of ownership of the data or the copyrights therein.

b) Parties shall use the WVMLS Data obtained under this Agreement for Member Internal Use, WVMLS IDX, and Other Permitted Uses set out in **Exhibit A – Other Approved Uses** only. Any other uses are strictly prohibited.

c) An IDX Member must own and control any IDX Site; branding on the site must make clear and conspicuous to any consumer visiting it that the site belongs to the IDX Member, except as specified in 6c herein and with a separate parent site IDX/Data License Agreement.

d) An IDX Member must update the WVMLS Data on the Member’s IDX site no less than every 12 hours.

e) When displaying listing content, a participant’s or user’s display must clearly identify the name of the listing brokerage firm and the email or phone number provided by the listing participant in a readily visible color and typeface consistent with any other data display. This information must appear without the need for the site visitor to have to scroll to view it. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures.

f) Parties may execute IDX/Data License Agreement for each product, display or usage.

g) No Party may create any derivative works or uses without express written consent herein. Parties shall not redistribute, disseminate, copy, disassemble, download, export, transmit or provide the WVMLS Data or access to the WVMLS Data to any third party, third party computer or other electronic device except as explicitly provided for herein (and to the extent that information is displayed consistent with WVMLS Rules).

h) Parties shall not compile or aggregate the WVMLS Data with other data, or reviews, public or private comments, etc.

i) No IDX Member may modify any listing of another Member when displaying it on an IDX Site.

j) Parties may only make public display of the WVMLS Data to the extent permitted by WVMLS Rules and then only on as specifically permitted on the signature page of this Agreement. Parties shall comply with reasonable standard practices for preventing unauthorized access to WVMLS data to any third party (except to the extent that information is displayed consistent with WVMLS Rules.)

k) Member shall not make Confidential Information available to any third party unless expressly authorized to do so under this Agreement. All Parties shall protect Confidential Information with the highest degree of care, but in no event less than industry standards. A party may disclose Confidential Information if such disclosure is

required by law or court order; provided, however, that said party notifies the others in writing in advance of the disclosure.

- l) These prohibitions do not include the redistribution or dissemination of Member's own listing data to third parties.
- m) Any display of the WVMLS Data to persons other than WVMLS Member shall be accompanied by the following notice and disclaimer unless otherwise specified in this agreement.: "Based on information from Willamette Valley Multiple Listing Service, which neither guarantees nor is in any way responsible for its accuracy. All data is provided 'AS IS' and with all faults. Data maintained by Willamette Valley Multiple Listing Service may not reflect all real estate activity in the market."
- n) DMCA Notice: All websites displaying WVMLS Data shall comply with the Digital Millennium Copyright Act ("DMCA") with a designated agent appointed with the United States Copyright Office to receive notifications of claimed infringement under 17 U.S.C Section 512. See: <https://www.copyright.gov/dmca/> or <https://www.copyright.gov/legislation/dmca.pdf>
- o) Non-Discrimination: Use and display of the WVMLS Data shall be based upon objective search criteria only and may not select among WVMLS Data on a subjective or arbitrary basis.
- p) WVMLS data shall not be used to promote, market, advertise, display or otherwise provide any benefit of membership to non-WVMLS-member individuals or entities.
- q) Member and Vendor shall employ reasonable efforts to monitor for and prevent misappropriation, scraping and other unauthorized uses of the WVMLS Data and shall utilize appropriate security protection such as firewalls.
- r) Member and Vendor warrant that the information they have provided in this Agreement is complete and accurate. Member and Vendor shall provide WVMLS with written notice of any change in the information provided in this Agreement within five (5) days.
- s) Within five (5) days after termination of this Agreement, Member and Vendor shall return, erase or otherwise destroy all WVMLS Data in their possession and provide written verification thereof.
- t) Mobile Applications:
  - i) Members may display all or a portion of the WVMLS Data on mobile devices via a mobile application as specified in this Agreement. Members may not display any Confidential Information."
  - ii) The mobile application may only display WVMLS data for the purpose of allowing a consumer to view WVMLS data and shall not allow a consumer to extract, scrape, disseminate, or otherwise use or retain the WVMLS Data.
  - iii) The WVMLS copyright notice shall appear on each display, site or page (whether Internet or intranet), and/or printout displaying WVMLS Data. The WVMLS copyright notice must take the following form: "Copyright ##### Willamette Valley Multiple Listing Service" where ##### shall be the current year.
  - iv) If a mobile application contains a link to a website that contains WVMLS data, the website must comply with WVMLS Rules, including full notice and disclaimer requirements as outlined in item 5e. herein.
- u) Text Messaging:
  - i) Parties may display a reasonable portion (100 or fewer listings during a 24 hour period) of the WVMLS data text messages as follows:
  - ii) Text message must identify listing brokerage.
  - iii) Members may not send unsolicited texts to consumers or Members containing WVMLS data;
  - iv) Any text message containing WVMLS data must appear to be from the Member (not the vendor), even if it is sent by the vendor.
  - v) Any text message containing or pertaining to WVMLS data must contain the WVMLS copyright notice. The WVMLS copyright notice must take the following form: "Copyright ##### Willamette Valley Multiple Listing Service" where ##### shall be the current year.
  - vi) If any text message contains a link to a website that contains WVMLS data, the website must comply with WVMLS Rules, including full notice and disclaimer requirements as outlined in item 5e herein.

## **6) MEMBER'S ADDITIONAL OBLIGATIONS**

- a) Member shall always comply with WVMLS Rules. In the event of any perceived conflict between WVMLS Rules and this Agreement, WVMLS Rules shall prevail and govern. Members must remain in good standing with WVMLS, and not be in deferral or inactive status.
- b) Team names, logos or identifiers shall not be featured on WVMLS IDX sites or displays unless all members of the team are WVMLS members.
- c) If member is affiliated with a parent site/company, Member agrees to not share WVMLS Data with or on parent site unless specified in a separate agreement or the parent site is an authorized member or licensed affiliate with WVMLS and has a signed agreement with WVMLS.
- d) If WVMLS notifies Member of a breach of WVMLS Rules and Member does not immediately cure the breach, Member shall hold Vendor harmless from any liability arising from Vendor's cooperation with WVMLS under Paragraph 7d herein.
- e) Member shall stand as surety for vendor and guarantees vendor's performance under this agreement. Member shall be liable for fees not paid by the Vendor in accordance with Paragraph 7b herein. In the event Vendor does not pay fees, the Member shall be responsible for fees due.

## **7) VENDOR'S ADDITIONAL OBLIGATIONS**

- a) Vendor warrants that Vendor shall abide WVMLS Rules.
- b) Vendor shall pay the fees, if any, that WVMLS customarily charges for data access. Vendor acknowledges receipt of WVMLS's current fee schedule, if any. WVMLS may at its sole discretion establish or modify its fee schedule upon 30 days' written notice. Vendor shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement. WVMLS will suspend access to the WVMLS Data if payment is not received in full by the last day of the second month following billing. The obligation to pay the Fee is not suspended during any suspension of access to WVMLS data. Reinstatement will be allowed only if the entire account balance is paid in full, including payment of a reinstatement fee, all unpaid dues, late fees, and other charges.
- c) Vendor shall provide WVMLS monthly with a list of WVMLS Members customers; including customer first and last name, firm name, email address, website address... etc.
- d) Vendor shall immediately correct any breach of this Agreement or violation of WVMLS Rules within its control, whether committed by Member or Vendor, upon notice from WVMLS.
- e) Vendor shall not provide any products or services that utilize the WVMLS Data to a WVMLS Member without a current IDX/Data License Agreement with that Member and WVMLS for that specific product or service.
- f) Vendor acknowledges that Member and WVMLS possess all right, title, and interest in all copyrights in the WVMLS Data.
- g) Vendor shall not make the WVMLS Data or the Confidential Information available to any third party, except on behalf of Member and in a manner consistent with Member's obligations under Paragraph 5 & 6 of this Agreement; nor shall it make any other use of the WVMLS Data, whether commercial or personal.
- h) Vendor may only utilize WVMLS data to market its products or services to WVMLS Member real estate firms. Vendor may not use WVMLS Data to spam or market directly to brokers licensed to a Member without written permission from that Member.
- i) Upon notice from WVMLS, Vendor shall terminate its services to Member related to the use of WVMLS Data. WVMLS may request termination for any reason. In addition, Vendor shall comply with all requests for information for WVMLS regarding Vendor's access and use of the WVMLS Data.

## **8) AUDITS OF COMPLIANCE**

- a) WVMLS shall have the right to audit the usage of the WVMLS Data by Member and Vendor at any time to determine compliance with this Agreement and WVMLS Bylaws, Rules and Policies.

## **9) TERM AND TERMINATION**

- a) This Agreement shall terminate upon the occurrence of any of the following events:
  - i) Immediately upon termination of Member's active membership, or termination of enrollment in WVMLS by

Affiliated Licensees;

- ii) 30 days after any party's notice to the others of its intent to terminate;
  - iii) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured;
  - iv) Immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm;
  - v) As provided in Paragraph 15 herein.
- b) In the event the Member's privileges are terminated under the term of this Agreement, and WVMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated. Once reinstated, WVMLS will resume its obligations under Paragraph 4. In the event Member or Vendor breaches this agreement, WVMLS may opt to suspend its performance instead of terminating this agreement. WVMLS shall notify the other parties within three (3) days of the suspension. During the suspension, Member's and Vendor's obligations shall continue. In the event of suspension or termination of this Agreement, neither Member nor Vendor shall further use WVMLS Data or any derivative works based on the data (except portions of it relating to a Member's own listings). If Member's rights under this agreement are restored, they may resume using WVMLS Data.

## 10) GENERAL PROVISIONS

- a) **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Oregon, without regard to its conflicts and choice of law provision.
- b) **Survival of Obligations.** The obligations of Member set forth under "Member's Obligations" above and the obligations of Vendor under "Vendor's Obligations" above shall survive the termination or expiration of this Agreement for five (5) years. The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity.

## 11) WVMLS's REMEDIES.

- a) **Injunctive relief:** Member and Vendor acknowledge and agree that WVMLS would suffer irreparable harm if either of them breach or threaten to breach their obligations under this Agreement, and monetary damages would be inadequate to compensate WVMLS for a breach. WVMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief, without bond, to restrain any threatened, continuing or further breach by Member or Vendor. WVMLS need not show or prove any actual damages were sustained or occurred.
- b) **Liquidated damages:** Member and Vendor acknowledge that damages suffered by WVMLS from access to the WVMLS Data by an unauthorized third party as a result of a breach of this Agreement would be speculative and difficult to quantify. Accordingly, as a material inducement to WVMLS to enter into this Agreement, Member and Vendor agree that in such event, this Agreement shall terminate and Member shall be liable to WVMLS for liquidated damages in the amount of \$15,000 for each such disclosure; and in the event Member, Vendor, or contractors, disclose any password to access the WVMLS Data or disclose the WVMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Vendor shall be liable to WVMLS for liquidated damages in the amount of \$30,000 for each such disclosure and termination of this Agreement.
- c) **Data Provided Without Warranty. MEMBER AND VENDOR ACKNOWLEDGE THAT WVMLS PROVIDES THE WVMLS DATA "AS-IS," "AS-AVAILABLE" BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY.**
- d) **Limitation of Liability. IN NO EVENT SHALL WVMLS BE LIABLE TO MEMBER OR VENDOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF WVMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL WVMLS BE LIABLE TO MEMBER OR VENDOR FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (1) THE FEES MEMBER OR VENDOR (AS APPLICABLE) HAS PAID WVMLS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000.**
- e) **Arbitration/Attorney's fees.** Any claim that Member has violated WVMLS Rules shall, at WVMLS's option,

be resolved in accordance with disciplinary procedures in WVMLS Rules. Otherwise, if a dispute or a material breach arises from or relates to this Agreement the matter shall be settled by arbitration. The Commercial Arbitration Rules of the American Arbitration Association shall govern any such arbitration. The parties shall be allowed discovery in accordance with the Federal Rules of Civil Procedure. The arbitration shall be conducted in Salem, Oregon provided, however, that either party shall be entitled to participate in such arbitration by teleconference or video conference. The decision of the arbitrator shall be final and binding on the and judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall also be entitled to recover reasonable attorneys' fees and costs in connection with any such arbitration proceeding

- f) **Jurisdiction and Venue.** The parties consent and submit themselves to personal jurisdiction of the courts of the State of Oregon and Marion County Circuit Court or the Federal District Court of Oregon, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to arbitration.
- g) **Indemnification.** Member and Vendor shall indemnify, defend, and hold WVMLS harmless from any claims arising out of or related to Member's or Vendor's use of the WVMLS Data. Subject to Paragraph 11c and 11d herein, In the event of a claim, WVMLS shall promptly notify member and Vendor and give them the opportunity to defend or negotiate a settlement of any such claim at their expense. WVMLS shall cooperate fully, at Member's and Vendor's expense, in defending or settling any claim.
- h) **Intellectual Property.** Member/Vendor will defend, at its own expense, any claim, suit or proceeding brought against WVMLS to the extent it is based upon a claim that unmodified WVMLS-proprietary code/intellectual property licensed to Member/Vendor pursuant to this Agreement infringes upon any United States patent, copyright or trade secret of any third party. Member/Vendor agrees that it shall promptly notify WVMLS in writing of any such claim or action and give WVMLS full information and assistance in connection therewith. WVMLS shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. WVMLS will have no liability for any claim of infringement arising as a result of:
- i) Member's or Vendor's use of the WVMLS Data in combination with any items not supplied by WVMLS where such combination is the basis of the infringement claim;
  - ii) Any modification of the WVMLS Data by Member or Vendor or third parties;
  - iii) Use of other than the latest revision of the WVMLS Data if use of the latest revision would avoid the infringement; or
  - iv) Use of the WVMLS Data outside the scope of the license granted hereunder.
- 12) **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or e-mailed to the parties at their respective addresses set forth herein and shall be effective the earlier of the date of receipt or three (3) days after mailing or other transmission. Notices sent via email shall be considered delivered upon sending.
- 13) **No Waiver/Assignment.** No waiver or modification of this Agreement is valid or enforceable unless in writing and signed by the party who has waived its rights or has agreed to a modification. No party may assign or otherwise transfer any of its rights/obligations under this agreement to any other party without the prior written consent of all other parties. Any purported assignment/delegation without written consent is null and void and shall cause this agreement to be terminated immediately. A fee, in accordance with the WVMLS Fee Schedule, shall be assessed upon the approved transfer of rights/obligations to another party. Transfer of rights/obligations must be done in writing and WVMLS shall have sole discretion of approval of transfer of rights/obligations.
- 14) **Entire Agreement.** Subject to WVMLS Rules, the parties agree to the full and complete understanding of the subject matter of this Agreement. Whether oral or written, this agreement supersedes all prior representations and understandings of this Agreement.
- 15) **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

**WVMLS Internet Data Access (IDX) Agreement**

Exhibit A – Other Permitted Uses

1. None.

## WVMLS IDX/Data Feed Agreement

**Approved Use Under this Agreement:** (Select all that apply. Separate agreements may be required.)

- Analytics:** Any information resulting from the systematic analysis of WVMLS Data whether for internal or consumer use.
  - Automated Valuation Model (AVM):** Any information taken from WVMLS data to create an AVM whether for internal or consumer use.
  - Customer Relationship Management (CRM):** Any information taken from the WVMLS data to create or maintain a CRM or related marketing, sales, or analytics.
  - IDX Website:** Any website that displays listings/data from WVMLS by way of any IDX/Data Feed or IDX.  
**Please check all that apply:**
    - Affiliated Licensee Website:** A website that is maintained by an affiliated real estate licensee or Vendor with Member's permission. Website displays a portion of the WVMLS Data in accordance with WVMLS Rules. Member and Vendor are responsible for ensuring that affiliated licensee websites comply with WVMLS Rules.
    - Co-Branded IDX Website:** Any arrangement or alliance of multiple brand names that jointly associates a single product or service with more than one brand name that displays listings from WVMLS by way of an IDX/Data Feed or IDX.
    - Parent/Company/Corporate Website:** Secondary IDX Agreement Needed. See subject to 6C of this Agreement.
    - Member Website:** A website that displays a portion of the WVMLS Data on Member's website(s) in accordance with WVMLS Rules.
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- Mobile App:** Any application (app) used to disseminate or display WVMLS data, with or without assistance of Vendor, on mobile devices through a mobile app in accordance with WVMLS Rules.
  - Text Messaging:** Use of text message or messaging apps to display portions of WVMLS Data to prospective buyers and sellers in accordance with WVMLS Rules.
  - Social Media:** Use of websites and applications (including but not limited to; Facebook, Twitter, Instagram and all other formats now known or hereafter invented) that allow users to create and share WVMLS data or to participate in social networking in conformance with WVMLS Rule 9(h).
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- Back Office Uses. Member Internal Use Only:** Any use of those portions of the WVMLS Data relating to Member's own listings and any use of WVMLS Data that exposes the WVMLS Data only to Member and to the Member's clients in the ordinary course of the Member's real estate brokerage business. Use of WVMLS Data for Member's accounting, statistical, auto-populating, and other internal applications.
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- Virtual Office Website (VOW):** An IDX website, or feature of a website, operated by a Member or for a member by a vendor through which the member is capable of providing real estate brokerage services to consumers with whom the member has first established a Broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS data, subject to the member's oversight, supervision, and accountability, and in accordance with WVMLS Rule 9.
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- Other Permitted Uses:** Any use of the WVMLS Data for the purposes set out in **Exhibit A – Other Approved Uses**, if any, in the ordinary course of the Member's real estate brokerage business.



## WVMLS Participant Data Access Agreement

Under this Agreement, **MEMBER IS PERMITTED TO WORK ONLY WITH THE VENDOR NAMED HERE**. If Member chooses to engage a different Vendor or additional Vendors, Member must enter into a new version of this Agreement with WVMLS and each such Vendor.

Under this Agreement, **VENDOR IS PERMITTED TO WORK ONLY WITH THE MEMBER NAMED HERE**. Vendor may not use data obtained under this Agreement to provide any services to other brokerage Members not listed in this agreement. Vendor must enter into a new version of this Agreement with WVMLS and each such Member.

If Member will perform their own technical work and there is no Vendor party to this Agreement, Member should cross out the Vendor signature box before returning this Agreement to WVMLS.

### OFFICE/IDX PARTICIPANT INFORMATION

Office Name:		
<b>Name of WVMLS Designated Member (PRINT)</b> <small>(WVMLS Principal Broker)</small>	Signature	Date
<b>Name of WVMLS of Affiliate Licensee or Broker (PRINT)</b> <small>(Name of Whom Is Applying for WVMLS Data Feed)</small>	Signature	Date

### WVMLS MEMBER OR AFFILIATED LICENSEE CONTACT INFO FOR NOTICES & OPERATIONS

Name:	Phone #:
Email:	Mailing Address:

### VENDOR INFORMATION/STAGING SITE

<ul style="list-style-type: none"> <li>Member and Vendor authorize WVMLS to access this account and access to the member/vendor's web space.</li> <li>Staging site, including all content, must be in its finalized form in order to be eligible for approval. Staging site must accurately represent proposed final site.</li> <li>To ensure effective communication and an efficient process between member/vendor and WVMLS the member/vendor agrees to designate a single representative to work with WVMLS.</li> <li>For NEW vendors, a subset of data will be distributed for testing purposes. Once compliance is met/approved by WVMLS the full data set will be released.</li> <li>Member/Vendor agree to take down staging site upon effective date of agreement.</li> </ul>		
Vendor Name:	Vendor Email:	
Staging Site URL:	<b>Final URL:</b> <small>(Website address/URL where listings will be displayed)</small>	
Contact Name:	Contact Phone #:	
<b>Name of Authorized Company Rep (PRINT)</b>	Signature	Date

### WVMLS ONLY

<b>CEO Name (PRINT)</b>	Signature	Effective Date of Agreement
Notes:		

## WVMLS Fee Schedule

Fees are per-profile. Payment is required in advance and automatic credit card billing strongly encouraged. Payments are due the first day of each quarter for the following 3-month period.

<b>One-Time Vendor Setup Fee for RETS/API</b>	<b>\$100</b>
<b>One-Time Change Fee (Vendor, Feed type change, etc.)</b>	<b>\$50</b>
<b>Recurring Quarterly Fee</b>	<b>Stated Per Package</b>

### RETS Feed

<p><b>RETS Tier #1</b> Free!</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> </ul>	<p><b>RETS Tier #2</b> \$120 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> <li>•All WVMLS Active Office Listing Data</li> </ul>	<p><b>RETS Tier #3</b> \$240 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> <li>•All WVMLS Active Listing Data</li> <li>•Sold Data</li> </ul>	<p><b>RETS VOW Only</b> \$300 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> <li>•All WVMLS Statuses for all classes</li> <li>•Sold Data</li> </ul>
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### API FEED

<p><b>API Tier #1</b> \$180 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> </ul>	<p><b>API Tier #2</b> \$ 300 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> <li>•All WVMLS Active Office Listing Data</li> </ul>	<p><b>API Tier #3</b> \$420 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> <li>•All WVMLS Active Listing Data</li> <li>•Sold Data</li> </ul>	<p><b>API VOW ONLY</b> \$480 Qrtry</p> <ul style="list-style-type: none"> <li>•Your Listing Data</li> <li>•All WVMLS Statuses for all classes</li> <li>•Sold Data</li> </ul>
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**Active Listing Data Includes:** All WVMLS Active, Active Under Contract, and Active Bumpable data for all property classes.

**Sold Listing Data Includes:** Includes all WVMLS Sold data for all property classes. Initial feed goes back 3 years.

**All VOW Statuses Include:** Above plus, Expired, Pending, PRE, Terminated, and Withdrawn.

**WVMLS Classes:** Residential, Manufacture without Land, Bareland, Multifamily, Commercial, and Lease.