



New Mexico MLS API Internet Data Exchange Agreement

THIS INTERNET DATA EXCHANGE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, _____, by and between New Mexico Multiple Listing Service, a New Mexico Corporation having a principal place of business at 7 Caliente Road, Suite A11-PO 1001, Santa Fe, NM 87508 (“NEW MEXICO MLS”), and the undersigned (“IDX SUBSCRIBER”).

RECITALS:

- A. NEW MEXICO MLS is a New Mexico Corporation organized to provide products and services related to the MLS and other real estate information.
- B. The Multiple Listing Service (“MLS”) is that service as it is defined in the MLS Rules and Regulations adopted by New Mexico MLS for the operation of the MLS. Hereafter, “MLS Rules and Regulations” shall refer to those MLS Rules and Regulations as they may be amended from time to time and any other rules and regulations adopted by New Mexico MLS in substitution of the MLS Rules and Regulations.
- C. The data link will be an API feed.
- D. IDX SUBSCRIBER is:
 1. A Participant (broker or appraiser) who uses the MLS and other New Mexico MLS products and services pursuant to New Mexico MLS’s Participation Agreement.
 2. A User (licensee) who subscribes to Internet Data Exchange through his/her MLS Participant and who has a valid, current MLS User Agreement on file with the New Mexico MLS.

IDX SUBSCRIBER desires to use the Internet Data Exchange (“IDX”) Database, as defined below.

- E. The parties desire to enter into this Agreement which, in addition to the MLS Rules and Regulations, will govern the use of the IDX Database by IDX SUBSCRIBER and will govern the relationship between the parties.

NOW, THEREFORE, in consideration of the Recitals, and in further consideration of the mutual covenants and promises, contained herein, and other good and valuable consideration between the parties, the receipt of which is hereby acknowledged, each of the parties AGREES as follows:

Internet Data Exchange Agreement

1. **AUTHORIZED PURPOSE/PARTIES.** Use by IDX SUBSCRIBER of the IDX Database pursuant to this Agreement is provided solely for the benefit of IDX SUBSCRIBER to display property listings on IDX SUBSCRIBER’S Internet web site(s) (hereinafter referred to as “IDX SUBSCRIBER’S Web Site” regardless of whether IDX SUBSCRIBER operates the website). IDX SUBSCRIBER shall not use the IDX Database for any purpose other than that defined in this Agreement. The IDX Database shall not be used by, licensed to, transferred to, sold to, sublet to, or otherwise made available to any unauthorized party. At all times during the term of this Agreement, IDX SUBSCRIBER shall comply with this Agreement and the MLS Rules and Regulations in the use of the IDX Database.
2. **TERM OF AGREEMENT.** This Agreement shall become effective on the date signed. This Agreement shall be in full force and effect for sixty (60) days and shall automatically renew for equivalent successive sixty (60) day terms. This agreement may be terminated pursuant to Section 21 below.
3. **IDX DATABASE.** New Mexico MLS shall provide a unique database for the purpose of IDX (the “IDX Database”). This IDX Database shall include all active status listings submitted to New Mexico MLS by Sharing Firms, except for any individual listings specifically excluded as indicated below in paragraphs 3(a) and 3(b).
 - a. **SHARING FIRM.** A Sharing Firm is any Participant who does not opt out of and withdraw from the IDX program. A Sharing Firm may exclude any individual listing from the IDX Database by completing a Listing

Change Form and submitting such data to the New Mexico MLS. Sharing Firms need not have a web site nor utilize the IDX Database.

- b. **NON-SHARING FIRM.** A Non-Sharing Firm is a Participant who opts out of and withdraws from the IDX Database program by completing the IDX Opt-Out Form and submitting such form to New Mexico Multi - Board MLS. The IDX Database will not include listings submitted by Non-Sharing Firms. Non-Sharing Firms may not access the IDX Database or display its contents.

4. ACCESS.

- a. **EQUIPMENT.** IDX SUBSCRIBER is responsible for obtaining and configuring all computers, modems, telecommunications connections, and computer hardware and software that may be necessary or useful for accessing the New Mexico MLS Database and maintaining a web site and for the proper use hereof.
- b. **ACCESS CODES.** New Mexico MLS may provide IDX SUBSCRIBER with one or more codes to access the IDX Database.
- c. **IDX DATABASE LINK AND FTP ACCESS.** IDX SUBSCRIBER may use one of two methods of accessing the IDX Database for display on IDX SUBSCRIBER'S Web Site: Internet Data Exchange Database Link ("IDX Database Link") or File Transfer Protocol Access ("FTP Access"), detailed under Paragraphs (i) and (ii) of this Subsection (c) respectively. Regardless of the method of accessing the IDX Database, IDX SUBSCRIBER'S Web Site must comply with the provisions of this Agreement throughout the Initial Term and any Subsequent Terms.
 - i. **IDX Database Link.** IDX SUBSCRIBER must utilize IDX Database Link in compliance with current New Mexico MLS vendor contracts.
 - ii. **FTP Access.** If IDX Subscriber uses FTP Access to retrieve the IDX Database, current MLS Vendor will provide access to a File Transfer Protocol web site ("FTP site") containing the IDX Database in electronic form, without formatting and without a search engine. MLS Vendor will update this FTP site daily. IDX SUBSCRIBER must update the IDX Database on his Web Site at least weekly. IDX SUBSCRIBER will be responsible for formatting the IDX Database, for providing a search engine, and for complying with the display requirements set forth in Subsection (b) of Section 5 of this Agreement.
- d. **ACCESS MEANS.** New Mexico MLS reserves the right to modify the method, means, or times of accessing the IDX Database and to modify the form of the IDX Database. In the event of an anticipated significant change, as determined in the sole discretion of New Mexico MLS, New Mexico MLS shall provide IDX SUBSCRIBER with written notification at least sixty (60) days prior to the date on which the change is scheduled to occur.

5. DISPLAY. IDX SUBSCRIBER'S Web Site shall comply with the following provisions at all times:

- a. IDX SUBSCRIBER'S Web Site shall include the IDX Logos and IDX Disclaimers as set forth on attached Exhibit "B". IDX SUBSCRIBER'S Web Site shall contain disclaimers and copyright information in prominent locations in language substantially similar to that contained on attached Exhibit "C."
- b. IDX SUBSCRIBER'S Web Site shall display only those fields listed on attached Exhibit "D", which sets forth the fields that are required, and optional. Required fields must be prominently displayed within each listing, in a font size equal to or greater than the font size used for the recommended and optional fields. IDX SUBSCRIBER'S Web Site shall not contain any field not listed on attached Exhibit "D."
- c. IDX SUBSCRIBER'S Web Site shall contain no Off-Market Information.
- d. IDX SUBSCRIBER will not publicly display sold data.
- e. IDX SUBSCRIBER will give a attribution to the listing office.
- f. IDX SUBSCRIBER'S Web Site shall not manipulate, compile, or aggregate listing information obtained through the IDX Database of the New Mexico MLS with IDX data obtained from other sources, including information provided by other MLSs, so that the IDX Database shall maintain its integrity. IDX SUBSCRIBER'S Web Site shall not permit or enable any entity or person to manipulate, compile, or aggregate the IDX Database of the New Mexico MLS with IDX data obtained from other sources, including information provided by other MLSs.
- g. IDX SUBSCRIBER'S Web Site shall not enable the IDX Database, as a compilation, to be downloaded or electronically reduced to tangible form. IDX SUBSCRIBER shall not market, resell, rebrand, or release IDX Database, in whole or in part. It is the intent of the parties that IDX SUBSCRIBER display the IDX Database only for the personal use of the end user, as a buyer or seller of real estate. Consistent with this intent, IDX SUBSCRIBER may permit substantially all information from a Listing to be downloaded or reduced to tangible form, one at a time, by the end user for his personal use.

- h. Although IDX SUBSCRIBER may frame his Web Site with his own logos and navigation, there shall be no third party advertising or banners at any time any part of the IDX Database is displayed. Third Party advertising is defined as any information except that related to IDX SUBSCRIBER'S real estate brokerage business. Forbidden third party advertising includes, but is not limited to, advertising of title companies, mortgage companies, and any other subsidiary business that may be owned by IDX SUBSCRIBER, and any other related or unrelated advertising or information.
 - i. IDX SUBSCRIBER'S Web Site may contain advertising of the web site administrator, host, or designer. However, such advertising shall not be permitted at any time any part of the IDX database is displayed.
 - j. IDX SUBSCRIBER'S Web Site shall contain no Links, Gateways, or Integrated Applications, that may be displayed, viewed, heard, accessed, or otherwise encountered simultaneously with the display of the IDX Database, without the express written consent of New Mexico MLS.
 - k. IDX SUBSCRIBER'S Web Site shall contain no data or information regarding properties that are for sale by owner.
 - l. IDX SUBSCRIBER may not alter the content of the IDX Database in any capacity or manner. All listings in the IDX Database must be included in IDX SUBSCRIBER'S Web Site with the following exceptions:
 - i. IDX SUBSCRIBER may exclude listings of certain firms from his Web Site provided he notifies the New Mexico MLS in writing, of the names of the firms whose listings will be excluded.
 - ii. IDX SUBSCRIBER may limit the listings displayed in his Web Site to a specific market area using the following fields: Area, Zip Code, City, Sub Area, or Property Type; provided, however, that IDX SUBSCRIBER'S Web Site conforms to the following:
 - 1. When a specific Area, Zip Code, City, Sub Area, or Property Type is used to select listings, all listings from that Area, Zip Code, City, Sub Area, or Property Type must be included in the IDX SUBSCRIBER'S Web Site; AND
 - 2. In the event that a specific market area is chosen based upon Area, Zip Code, City, Sub Area, or Property Type, IDX SUBSCRIBER'S Web Site must clearly indicate which specific market area is being displayed.
 - m. IDX SUBSCRIBERS must give attribution of the listing office with phone number or email address. An MLS Participant's IDX display must identify the listing firm and contact information in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. The contact information for the listing firm must be clearly identified and displayed at least as prominently as any other contact information or lead form on the site.
 - n. IDX SUBSCRIBERS who share the listing broker's offer of compensation for an active listing must display the following disclaimer, or something similar:
 " The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed."
6. **CHANGE OF PURPOSE.** IDX SUBSCRIBER shall not change the nature or purpose of his Web Site and shall not display or use the IDX Database through any electronic display or other media, other than the IDX SUBSCRIBER'S Web Site, without the prior written consent of the New Mexico MLS.
7. **LAWFUL USE OF LICENSED DATA.** IDX SUBSCRIBER shall use the IDX Database lawfully.
8. **SERVICE PROVIDER.** If IDX SUBSCRIBER elects to use FTP Access and uses a Service Provider to design, develop, implement, support, operate, maintain, and/or host IDX SUBSCRIBER'S Web Site, the following additional provisions apply:
- a. **IDX Vendor Agreement.** The Service Provider must have a valid Internet Data Exchange Vendor Agreement with New Mexico MLS.
 - b. **FTP Access Code.** The FTP Access code will be provided only to the Service Provider.
 - c. **FTP Access Charge.** The FTP Access Fee will be charged to the Service Provider, not IDX SUBSCRIBER. The IDX Display Fee will be charged to the IDX SUBSCRIBER.
9. **REGISTRATION.** IDX SUBSCRIBER shall provide New Mexico MLS with the following information ("Registration Information") prior to obtaining access to the IDX Database: IDX SUBSCRIBER'S e-mail address, phone number, fax number, and signature; the Web Site's Administrator's name, e-mail address, phone number, fax number, and a static source IP, and the domain name where the data will reside (or where the frame will be located). IDX SUBSCRIBER shall notify the New Mexico MLS of any changes to the registration information immediately.

If IDX SUBSCRIBER fails to notify the New Mexico of MLS of any changes to the registration information, his access to the IDX Database may be denied.

10. **PAYMENT.** The payment terms set forth in the Participation agreement between New Mexico MLS and IDX SUBSCRIBER shall apply where appropriate. Fees shall apply as detailed in the attached "Fee Schedule." Fees may change from time to time.
11. **COMPLIANCE.** IDX SUBSCRIBER shall be responsible for his web site's compliance with this Agreement and the MLS Rules and Regulations regardless of any other party's involvement in the management, administration, and operation of IDX SUBSCRIBER'S Web Site.
12. **ENFORCEMENT.** The New Mexico MLS may perform periodic audits of IDX SUBSCRIBER'S Web Site. New Mexico MLS and Participants may report violations or misuse of the IDX Database to the NM MLS for investigation. If the investigation results in a finding of a violation, the matter will be brought to the attention of the MLS Board of Directors.
13. **SANCTIONS.** The ability to display other Participants' listings on the Internet carries a heavy responsibility to protect the interests of every Participant. Sanctions for misuse of the IDX Database must be swift and meaningful. Therefore, regardless of the nature of the violation, the MLS Board of Directors will impose the sanctions provided for in the MLS Rules and Regulations, as they may change from time to time. No violations, penalties, sanctions, or fines will be assessed to IDX SUBSCRIBER for errors in data or display made by FNIS (Fidelity National Information Systems, formerly RISCO).
14. **OWNERSHIP OF PRODUCT AND CONFIDENTIALITY.** IDX SUBSCRIBER hereby agrees that all knowledge and information regarding the IDX Database and any other information provided to IDX SUBSCRIBER in connection with this Agreement, belongs to the New Mexico MLS and is confidential and proprietary in nature. This Agreement and the MLS Rules and Regulations govern the extent to which IDX SUBSCRIBER may use the information. IDX SUBSCRIBER agrees to hold any trade secrets, source codes and technical expertise, obtained from New Mexico MLS, confidential and not disclose such information to any unauthorized party. This obligation to maintain the confidentiality of the information shall survive the termination of this Agreement.
15. **RISK OF LOSS/LIMITATION OF LIABILITY.** IDX SUBSCRIBER shall be responsible for all risk of loss associated with IDX SUBSCRIBER'S Web Site. REALTORS® Association of New Mexico and the New Mexico MLS shall not be held liable for any damages resulting from IDX SUBSCRIBER'S use of the IDX Database or IDX SUBSCRIBER'S Web Site. REALTORS® Association of New Mexico and the New Mexico MLS shall not be responsible for any operational, technical, managerial, day-to-day control, or other matters concerning the operation of the IDX SUBSCRIBER'S Web Site.
16. **NO WARRANTIES.** The REALTORS® Association of New Mexico and the New Mexico-Multi Board MLS make no expressed or implied warranties hereunder including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The New Mexico MLS' IDX Database, generic web site and search engine for IDX Link, and FTP site are provided on an "as is," "as available" basis. Use of the IDX Database, generic web site, search engine, and FTP site is at the sole risk of IDX SUBSCRIBER. REALTORS® Association of New Mexico and New Mexico MLS, its licensors, and third-party information suppliers do not warrant that the New Mexico MLS Database, generic web site and search engine for IDX Link, and FTP site will be uninterrupted or error-free.
17. **CONTENT OF IDX DATABASE.** The REALTORS® Association of New Mexico and New Mexico MLS, its licensors, and its third-party information suppliers do not warrant or guarantee the accuracy, adequacy, completeness, currency, reliability, or content of the IDX Database.
18. **NO FAIR HOUSING WARRANTY.** The REALTORS® Association of New Mexico and the New Mexico MLS, its licensors, and third-party information suppliers do not warrant or guaranty that the content of the IDX Database complies with all fair housing laws and regulations. The REALTORS® Association of New Mexico and the New Mexico MLS shall not be responsible for reviewing the content of the IDX Database for compliance with fair housing laws and regulations.
19. **FORCE MAJEURE.** Neither party shall be responsible for any failure or delay in performance under this Agreement if such failure or delay results from circumstances in any way beyond its control including, but not

limited to, government regulations, fire, natural disaster, communication line failure, power failure, or act of God.

- 20. MAINTENANCE.** Neither party shall be responsible for or issue credits or refunds for any failure or delay in performance that results from the required procedures of system preventative maintenance, operations, or repair. The New Mexico MLS reserves the right to modify the method or means of accessing the IDX Database or to modify the form of the IDX Database. In the event of an anticipated significant change, as determined at the sole discretion of the New Mexico MLS Board of Directors, the New Mexico MLS shall provide the IDX SUBSCRIBER with written notification at least sixty (60) days prior to the date on which the change is scheduled to occur.
- 21. TERMINATION.** Upon termination for any reason of the Participation Agreement between the New Mexico MLS and IDX SUBSCRIBER, this Agreement shall terminate simultaneously. In addition, the termination provisions set forth in the Participation Agreement shall apply with respect to the terms of this Agreement.



**NEW MEXICO MLS
INTERNET DATA EXCHANGE**

Email or Mail Pages 1, 5, 6, 7, & 11 with payment:

ATTN: NM MLS ADMINISTRATOR

7 Caliente Road, Suite A11-PO 1001, Santa Fe, NM 87508

(505) 231-0224-direct

admin@nmmls.net

BROKERAGE NAME: _____

PARTICIPANT/USERNAME: _____

BROKER'S E-MAIL ADDRESS: _____

BROKER'S WEBSITE ADDRESS: _____

BROKERAGE'S ADDRESS: _____

BROKERAGE'S CITY, STATE, ZIP: _____

BROKERAGE'S PHONE: _____ **FAX:** _____

BROKER'S WEBSITE ADDRESS: _____

Please check one of the following boxes:

- I will download or frame IDX Data on my website.
- I will **not** download or frame IDX Data on my website but wish to allow other IDX Subscribers to download or frame my listing data. Furthermore, if I change my mind in the future and would like to download or frame IDX on my website, I will fill out and sign a new IDX Agreement.

I have read this Internet Data Exchange Agreement. By signing below, I hereby acknowledge and accept the terms and conditions as stated in this Agreement:

PARTICIPANT (QUALIFYING BROKER)

SIGNATURE: _____

DATE: _____

If MLS User (Broker), then MLS Participant (Qualifying Broker) must have a current valid IDX Agreement on file with the MLS. Participant must also sign this agreement to authorize the MLS User's IDX Subscription)

USER (BROKER)

SIGNATURE: _____

DATE: _____



**NEW MEXICO MLS
INTERNET DATA EXCHANGE**

EXHIBIT "A"

Pricing Schedule

Attached to and made a part of that certain AGREEMENT FOR INTERNET DATA EXCHANGE VENDOR, dated on or about _____, between the New Mexico MLS, Inc., and COMPANY.

PRICING SCHEDULE

Service Charge:	\$75.00/month
Taxes:	All Applicable

IDX services is prepaid annually July 1 - June 30. API / DX Services will be prorated based on the month the service begins.

NOTE: This pricing schedule is subject to modification for each Subsequent Term of the Agreement for Internet Data Exchange Vendor upon thirty (30) days notice.

Broker has agreed to pay the above rate.

USER (BROKER)
SIGNATURE: _____

DATE: _____

EXHIBIT “B”

IDX LOGO AND IDX DISCLAIMER

IDX LOGO. IDX Subscriber’s Web Site shall include the following IDX Logo with each listing that is not currently listed by IDX Subscriber, regardless of method of display. For example, if IDX Subscriber’s Web Site includes multiple listings per page, the IDX Logo must be displayed with each listing on the page.

The IDX logo may be found under the Governance tab and the MLS Documents tab on the Paragon home page.



IDX DISCLAIMER. IDX Subscriber’s Web Site shall include the following IDX Disclaimer on every page or screen of IDX Subscriber’s Web Site in which licensed data is displayed:

“The data relating to real estate for sale in this web site comes in part from the Internet Data Exchange (“IDX”) program of the New Mexico MLS. Real Estate listings held by brokers other than [insert IDX Subscriber’s firm name here] are marked with the IDX Logo. All data in this web site is deemed reliable but is not guaranteed.”

Broker has agreed to use the IDX Logo and IDX Disclaimer on every page or screen of IDX Subscriber’s website.

USER (BROKER)
SIGNATURE: _____

DATE: _____

EXHIBIT “C”

DISCLAIMERS AND COPYRIGHT LANGUAGE

This publication is designed to provide accurate and authoritative information in regard to the subject matter covered. It is displayed with the understanding that the publisher and authors are not engaged in rendering real estate, legal, accounting, tax, or other professional service and that the publisher and authors are not offering such advice in this publication. If real estate, legal, or other expert assistance is required, the services of a competent, professional person should be sought.

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PUBLISHER’S NOTICE:

All real estate advertised herein is subject to the Federal Fair Housing Act and the New Mexico Fair Housing Act, which Acts make it illegal to make or publish any advertisement that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

THE NEW MEXICO MLS, INC. will not knowingly accept any advertising for real estate that is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

EXHIBIT “D”

**LICENSED DATA FIELDS FOR IDX DISPLAY RESIDENTIAL PROPERTY - CLASS 1
RESIDENTIAL PROPERTY TYPE**

Required

MLS #
Listing Office Phone #
Listing Office
IDX Disclosure
Price
City
Zip Code
County
Bedrooms
Baths
Garage Capacity
Fireplace
Approx. Lot Land Size
Approx. Sq. Ft.
Approx. Year Built
Owner NMREL

Optional

Listing Agent
Photo
Address
Elem. School
Jr. High School
Property Type
Sr. High School
Subdivision
Property Tax Year 20__
All Available Features

**LICENSED DATA FIELDS FOR IDX DISPLAY
LAND/FARM/RANCH - CLASS 2
Land/Farm/Ranch Property Type**

Required

MLS #
Listing Office Phone #
Listing Office
IDX Disclaimer
Property Type
Area
Price
City
Zip Code
County
Approx. Land/Lot Size
Owner NMREL

Optional

Listing Agent
Photo
Address
Lease/Hold?
Water Rights Amount
Acres: Range
Acres: Cultivated
Acres Leased - Private
Acres: Deeded
Pasture
Dry Farm
Irrigated
Orchard
BLM
Forrest
State
Other
Water Rights
Home
Approx. Sq. Ft.

Approx. Year Built

Bedrooms
Baths
Subdivision
Zoned/Restrictive Covenants
Taxes Year 20__
All Available Features

LICENSED DATA FIELDS FOR IDX DISPLAY COMMERCIAL - CLASS 3

Commercial Property Type

Required

MLS #
Listing Office Phone #
Listing Office
IDX Disclaimer
Property Type
Area
Price
City
Zip Code
County
Owner NMREL

Optional

Address
Listing Agent
Photo
Lease/Hold?
Existing Leases
Type/Business Name
Approx. Land/Lot Size
Approx. Bldg. Size
Total Approx. Sq. Ft.
Approx. Office Sq. Ft.
Approx. Year Built
Ceiling Height
Voltage
Phase
Amps
Zoned
Taxes Year 20__
All Available Features

LICENSED DATA FIELDS FOR IDX DISPLAY

MULTI-FAMILY - CLASS 4

Multi-Family Property Type

Required

MLS #
Listing Office Phone #
Listing Office
IDX Disclaimer
Property Type
Area
Price
City
Zip Code
County
Owner NMREL

Optional

Address
Listing Agent
Photo
Occupied
Parking Spaces: Covered/Uncovered
Approx. Year Built
Total Sq. Ft. Finished
Laundry
Total Units
Units: 1 Bed/2Bed/3Bed/4Bed
Baths
Zoned
All Available Features



**NEW MEXICO MLS
INTERNET DATA EXCHANGE AGREEMENT**

PARTICIPANT/PRINCIPLE:

NAME: _____ (please print legibly)

EMAIL ADDRESS: _____

PHONE #: _____ FAX#: _____

SUBSCRIBER/USER:

NAME: _____ (please print legibly)

EMAIL ADDRESS: _____

PHONE #: _____ FAX#: _____

VENDOR WEBSITE ADMINISTRATOR (WEBMASTER)

NAME: _____ (please print legibly)

STATIC SOURCE IP: _____

DOMAIN NAME: _____

E-MAIL ADDRESS: _____

PHONE #: _____

THIRD PARTIES and/or VENDOR:

NAME: _____ (please print legibly)

NAME: _____ (please print legibly)

NAME: _____ (please print legibly)

AUTHORIZED SIGNATURES

PARTICIPANT: _____ DATE: _____

SUBSCRIBER: _____ DATE: _____

WEBMASTER: _____ DATE: _____

THIRD PARTY: _____ DATE: _____

THIRD PARTY: _____ DATE: _____

THIRD PARTY: _____ DATE: _____