

MLS of Greater Cincinnati, Inc.



Broker informational packet,
technical documentation & agreements

Version 8.0

Revised: September 1, 2010

Multiple Listing Service of Greater Cincinnati, Inc.

14 Knollcrest Drive
PO Box 37889
Cincinnati, Ohio 45222
Phone: (513) 761-8833
Fax: (513) 761-8860

E-mail for Broker Reciprocity matters: webmaster@cincymls.net

Table of contents

1. Executive summary
2. Quick start: 2 steps to Broker Reciprocity
3. Data Access Methods
4. Rules and regulations
5. How your brokerage can make the most of BR
6. Frequently asked questions (FAQ)
7. Technical Implementation Guide for Technical Advisors

Appendix A Broker Reciprocity logo use license and guidelines

Appendix B Fees

Appendix C FORM: Dropping / Reinstatement of Broker Reciprocity

Appendix D CONTRACT: Access to Broker Reciprocity data feed

Appendix E Broker Reciprocity Data and File Layout

Appendix F Sample Web Site Report Formats and MLS Broker Web Site Layouts

Appendix G Article 32 – “Enforcement” – MLS Rules and Regulations

© 2010 Multiple Listing Service of Greater Cincinnati, Inc. All rights reserved.

1. Executive summary

What is Broker Reciprocity?

It is a system where brokers give each other permission to display their listings on each other's web sites. Brokers who participate in the program (called "Broker Reciprocity Subscribers" or "BRSs") can display all of each other's active and pending listings. If you choose not to participate, no other broker will be permitted to display your listings and, correspondingly, you will not be able to display other brokers' listings. You can include your listings in the Broker Reciprocity database without having your own web site. (See Section 9 — "Frequently Asked Questions" for an explanation why you would want to do this.)

Why is Cincinnati MLS doing Broker Reciprocity?

The purpose of Broker Reciprocity is to empower Realtors® to deal with the real estate consumer of the future. Among the objectives to which the MLS of Greater Cincinnati is committed are: 1) permitting brokers to fully market their services on the Internet; 2) permitting the brokerage community to take advantage of the data that brokers have contributed to the system; and 3) permitting brokers to obtain and maintain first contact with the consumer in the real estate transaction. Increasingly, consumers are looking to the Internet for information about real estate for sale. Consumers will usually go to sites that have the most data and which are the easiest to use. Until Broker Reciprocity, they were not finding the greatest amount of information at broker-owned web sites. On the national front, many sites such as www.Realtor.com contain many of the listings.

In May of 2000, some brokers asked the National Association of Realtors, "Why can't a broker web site be the place with the most listings?" After some review, NAR approved a policy mandating that each MLS, by January, 2002, provide a way for brokers to take advantage of Broker Reciprocity. This approach provides several advantages:

- When consumers visit the web sites of reciprocal brokers, they will stay longer because the brokers have more listing data to offer. The broker sites may also offer easier interfaces for consumers. As brokers become more innovative in offering on-line services, this will be a critical factor in their success.
- Brokerage web sites can become one of the best sources of listing data. If all brokers participate, the number of listings in the reciprocal database will equal the number on the local MLS site and other popular sites.

The web sites of various real estate firms across the country (where reciprocity has been working for years) are experiencing millions of hits per month, according to senior firm managers. They attribute this to the relatively complete databases of listings that they can offer consumers.

How does my firm participate in Broker Reciprocity?

The following are all the instructions you need to get started. (But read the rest of this document, too. It includes important information you should know before signing up.)

2. Quick start: 2 steps to Broker Reciprocity

STEP 1: Becoming a Broker Reciprocity Subscriber (BRS)

Being a BRS means that you are giving all other BRSs permission to display your active and pending listings on their web sites according to the Broker Reciprocity Rules and Regulations. (See Section 4: Rules and Regulations) In return, you obtain permission from all other BRSs to display their active and pending listings. You give permission and get permission in the same act. (That's why it's called "reciprocity.") You don't need to have a web site yourself.

You do not need to take any action to become a BRS. If you are a participant in the MLS of Greater Cincinnati you will be automatically signed up to have your listings displayed on other broker web sites. If you are a new participant in the MLS of Greater Cincinnati you will also automatically be signed up. **If you do not want to participate, that is, have your active and pending listings displayed on other broker web sites, you must fill out the form, "Dropping / Reinstatement of Broker Reciprocity," attached as Appendix C and fax or mail it to MLS.** If you do not fill out the form now, you can fill it out at any time later. Once filled out and submitted to MLS, each of the brokers displaying Broker Reciprocity listings on their web sites will be notified and your data will stop appearing on the BR sites and in the Broker Reciprocity Database within a few business days.

STEP 2 (Optional): Putting Broker Reciprocity Data on your Web site

You don't have to have a web site to be a BRS. But to take maximum advantage of the program, you will want one. To put Broker Reciprocity data on your web site, you have to take four steps:

- a. If you wish to receive a raw, Broker Reciprocity (IDX) data feed (via RETS) (see below), sign the MLS of Greater Cincinnati's "Access to Broker Reciprocity Data Feed" contract (attached as Appendix D). If you wish to use the "Smart Framing" link, a signed agreement (Appendix D) is not necessary.
- b. Have your vendor read, complete and sign the MLS 3rd Party License Agreement and mail or fax it to MLS.
- c. Get a web site (see Section 6 for advice on how and where, if you don't already have one).
- d. Incorporate the BR data into your web site. This is really the toughest part. Much of this document and the associated Technical Documentation are devoted to this part.
- e. Obey the BR Rules and Regulations and the policy statements in this document and the associated Technical Documentation. See, particularly, Section 4 of this document.
- f. If you already have one (1) Broker Reciprocity (IDX) data feed, but are requesting a 2nd, 3rd or 4th, please note that each additional data feed requires a \$250 setup fee to be included with the signed paperwork. Separately signed paperwork is required for each feed.
- g. Any of the additional broker IDX data feeds may include one for an agent licensed under your brokerage who is a dues paying subscriber of the MLS. In this instance, the broker, agent and vendor will have to sign a license agreement and the agent is required to take a course on Ohio Internet advertising laws and pay the one-time \$250 setup fee. Please note that the broker is ultimately responsible and liable for the actions or inactions of the agent.

3. Data Access Methods

The following are three (3) methods of data access for you to choose:

- a. **RETS Data feed:** This is a continuous feed of MLS raw data, in a standardized format, updated frequently during the day, which can be requested by an MLS Participant and accessed by a programmer with data feed experience. Accessing and using this data requires special client software, not available from MLS. Information can be provided upon request. This data feed is for any MLS Participant who qualifies and signs the data download agreement. **For multiple feeds, this paperwork, plus a setup fee, is required for each data feed.** (See Appendix B)
- b. **Smart-Framing:** This is a pre-designed Broker Reciprocity search page for each MLS Participant / agent on the Rapattoni MLS system. Once a company web site is created, capture a hyperlink from the MLS system and place the link behind a search button, which is ready for immediate use. There are limited settings for each Participant / agent; the site is as up-to-date as the MLS, and there is no expense.
- c. **Framing of the BRS Company web site:** This can be accomplished by any Internet Service Provider (ISP). This option is suggested for those agents who have their own personal web sites and wish to easily and quickly display a BR search. Please review the rules regarding this capability carefully.

Any BRS wishing to use any other method for downloading and updating the BR Database must seek approval of its method from the MLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the BR rules and regulations or in degradation of the performance of the MLS system. The use of any other method also requires payment to the MLS of any costs it incurs to provide the access method, including reasonable fees for MLS staff time.

4. Rules and Regulations

To the extent that this document supplements the MLS of Greater Cincinnati's Rules and Regulations relating to Broker Reciprocity, it is a statement of the MLS's policy regarding such matters.

ARTICLE 17 BROKER RECIPROCITY (BR)

Definitions:

"Broker Reciprocity" is a means by which each Participant subscribing to the program (the "Broker Reciprocity Subscriber" or "BRS") permits the display of its active and pending listings appearing in the Cincinnati MLS on each other BRS's Internet web site. Participation is automatic. Brokers have the option to not participate and not have their listings downloaded and displayed on other broker sites.

"Broker Reciprocity Database" is the current aggregate compilation of all active and pending exclusive right to sell and exclusive agency 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.

"Cincinnati MLS" or **"MLS"** are the abbreviated names for the Multiple Listing Service of Greater Cincinnati, a subsidiary of the Cincinnati Area Board of Realtors.

"Data Field" or **"(Body)"** is the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.

"Page" on a web site refers to the display on your computer screen and any portion of that display in which you need to scroll down or to the right to view. When choosing the print option, the "page" could print on multiple 8-1/2 x 11 sheets, depending on how much information is available when scrolling.

"Thumbnail Display" is between 1-4 horizontal lines of text that fit on a single display screen at a 600 x 800 screen resolution, or a print report at no more than 8-1/2" wide in a portrait format. It may include a photo.

Broker Reciprocity is a means that allows MLS Broker Participants or licensed sales associates or appraisers representing an MLS Broker Participant, the ability to share listing information for the sole purpose of providing a consumer search on a company or agent web site. The following are the guidelines that shall be instituted and maintained by the Broker Participant. Note: The Broker is responsible for any and all actions and rule compliance by their vendors, licensees and licensee's vendor.

Rules and Regulations:

- 17.1 Access methods:** Three (3) modes of access are available for Broker Reciprocity Subscribers (BRSs) to retrieve the BR database: a) RETS Data feed (client software required), b) Smart Framing (preset template) and c) Framing of Broker web site, which can be provided by any Internet Service Provider (ISP).

Any BRS wishing to use any other method for downloading and updating the BR Database must seek approval of its method from the MLS. The use of any other approved method also requires payment to the MLS of any costs it incurs to provide the access method, including reasonable fees for MLS staff time.

- 17.2** A Broker Reciprocity Subscriber (BRS) may republish all or a portion of the Broker Reciprocity Database on the Internet in accordance with the following provisions and in keeping with any policies that the MLS may adopt from time to time.

A BRS need not display the whole BR database. The BRS may select the listings they choose to display on their Broker Reciprocity (IDX) sites based only on objective criteria including, but not limited to, factors such as price range, geographical area, cooperative compensation offered by listing brokers, property type or type of listing (e.g., exclusive right to sell, exclusive agency, or level of service provided by the listing firm. A BRS may also choose not to display the listings of certain competitors. Selection of listings to be displayed on a broker reciprocity (IDX) site must be independently made by each BRS. If a BRS plans to display only a subset of the BR database, it is recommended that the BRS use one of the following disclosures:

"[Your firm's name] participates in the Cincinnati MLS Broker Reciprocity™ program, allowing us to display other broker's listings on our site. However, [firm name] displays only [listings in Hamilton County]][only condominium listings]][exceptional properties (with list prices above \$500,000)],"

or

"[Your firm name] does not display the entire Cincinnati MLS Broker Reciprocity™ database on this web site. The listings of some real estate brokerage firms have been excluded."

- (a) An Internet republication of another BRS's listing shall not contain more (but may contain less) information than is approved by the MLS. You may display ALL information relating to your own listings. This limitation applies only to listings in the BR database that are not your own.
- (b) In order to be a BRS and receive access to the BR raw data file, an MLS Participant must be actively engaged in providing real estate brokerage services to buyers or sellers in real estate transactions. This includes Appraisers, but does not include insurance or title companies, etc. that belong to a broker.
- (c) A daily update is recommended, but a maximum of three (3) calendar days are allowed between updates of the Broker Reciprocity database on each individual broker's / agent's web site. The date of the last update must be clearly displayed on the broker's / agent's web site. For example:

"This data is up-to-date as of [mm/dd/yyyy]. For the most current information, contact [your firm name, phone number, and e-mail address]."
- (d) A BRS may not modify or manipulate the data relating to another BRS's listing. The data of any BRS shall be included in the BR data file as long as the listing is marked "Internet = Yes" in the MLS. "Yes" means that the listing will be automatically sent to Realtor.com, other syndication sites and BRS sites. Other "Yes / No" responses that must also be adhered to on a listing by listing basis: a) Include Address; b) Include in Blogging; or c) Include in AVM.
- (e) The BR icon and an explanation that those properties marked with the icon are provided "Courtesy of the MLS of Greater Cincinnati" must appear on the first page where any listing data is displayed. The following is recommended wording:



"The data relating to real estate for sale on this web site comes in part from the Broker Reciprocity™ program of the Multiple Listing Service of Greater Cincinnati. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the Broker Reciprocity™ logo (*the small house as shown to the left*) and detailed information about them includes the name of the listing brokers."

- (f) Any search result identifying another BRS's listing, in all formats, shall bear the BR icon immediately adjacent to the property information.
- (g) For all BR listings: (a) the BR icon shall be at the beginning of any web page or printout, and (b) the BR icon, the disclosure statement, and the "Courtesy of the MLS of Greater Cincinnati" statement shall appear at the end of any web page or printout.
- (h) Any display of the "body" or "data field" of another BRS's listing may not include any contact information or branding of the Participant or agent who owns the web site or any of its agents.
- (i) Any display of the "body" or "data field" may include only the following: text data about the listing property; a photo of the listing property; the logo, phone number, address, etc. of the web hosting listing broker; or for other BR listings, the BR icon, and "buttons" providing links for other information.
- (j) A search result producing a detailed display of another BRS's listing must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. The detailed display shall also bear that BRS's phone number, and the listing agent's name and phone number (e.g., "Courtesy of XYZ Realtors, (513) 555-5555 and Joanne Smith, (513) 555-5555"), the BR icon, and the MLS copyright notice immediately following the property information. The BRS's name and phone number, and the listing agent's name and phone number, the BR icon, and copyright notice shall be at least as large as the largest type size used to display the listing data. This notice must appear exactly as in one of these two options:

Option A: "Copyright yyyy, MLS of Greater Cincinnati, Inc. All rights reserved." [yyyy = current year.]
Option B: "© yyyy, MLS of Greater Cincinnati, Inc. All rights reserved." [yyyy is the current year.] Note, you may not substitute a "c" in parentheses "(c)" for the copyright symbol "©." If your web site cannot display the copyright symbol, you must use option A and spell out the word "Copyright."
- (k) Any result identifying another BRS's listing shall include the disclaimer "Information Deemed Reliable but Not Guaranteed." The following are examples of acceptable alternatives:

More explanatory: "The broker providing this data believes it to be correct, but advises interested parties to confirm all information before relying on it in a purchase decision."
Shorter Version: "Listing broker has attempted to offer accurate data, but buyers are advised to confirm all information."

- (l) All Participant-owned and company branded, Internet web sites and any agent personal web sites used for publication of the Broker Reciprocity Database or any portion thereof must be controlled by a BRS, branded and advertised as that BRS's local, Internet web site, and not a national web site. Note: It is permissible to have more than one URL directed at the single, company or personal web site. Company and agent web sites shall display the name of the brokerage in compliance with Ohio Advertising laws.

As long as the web site is prominently identified and branded by the local BRS firm, it's fine for the site creator to have a notice at the bottom of every page that says for example, "Powered by Site Creator.com." But the site creator must not "brand" any of these web sites in such a way as to suggest that the site creator controls it. For example, a big banner across the top of the page with the site creator's name is a problem, even if it identifies your brokerage underneath.

1. If a broker / agent has a company web site designed by a national or regional provider (e.g., Homes.com, etc) and the broker / agent participates in Broker Reciprocity, the BR listings are NOT allowed to be displayed on the national or regional site of that provider. Only the broker's / agents locally controlled sites may display BR listings.
 2. If the broker's / agent's company site is the same as its parent company's national or regional site, the BR listings may NOT be displayed on the national or regional site of that broker's / agent's company. If, in this situation, the broker / agent wish to display the BR listings from MLS, he will be required to create a locally controlled web site for his company.
- (m) A BRS displaying the Broker Reciprocity Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to:
1. Monitoring the web site for signs that a third party is "scraping" data, and
 2. Prominently posting a notice on the web site that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited.
- (n) If a BRS suspects "scraping" of the data has occurred, the suspicion and any evidence should be reported to the MLS of Greater Cincinnati immediately for investigation and action.
- (o) A BRS must make changes to an Internet site necessary to cure a violation of the MLS Rules within five (5) business days of notice from the MLS of the violation. In those cases where the Principal / Broker does not act to cure reported violations timely, MLS may seek cure from the Principal / Broker and / or its Consultants by way of punitive measures deemed appropriate by the MLS Operations Committee, Board of Directors or by way of legal recourse.
- (p) No portion of the Broker Reciprocity Database, except for the hosting broker's information, shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.
- (q) No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS's Internet web site. If the property in question appears in an MLS other than the Cincinnati MLS, it may be co-mingled. For example, ABC Realty, with offices in Cincinnati and Dayton, could display its Dayton listings on its BR site even though they do not appear in the Cincinnati MLS, provided that they appear in the Dayton MLS.
- (r) Any BRS using a third party to develop /design its web site will sign an MLS approved legally binding agreement with that third party which permits the third party to receive the BR raw data on behalf of the broker. (See Appendix D)
- (s) All brokers who participate in Broker Reciprocity, who wish to receive the BR raw data file, MUST sign an MLS approved legally binding participation agreement, outlining the rules and regulations of Broker Reciprocity. (See Appendix D) **The broker takes full responsibility for any improper actions by their vendors, agents or agent's vendor.**
- (t) The specific data fields that appear in the Broker Reciprocity RETS files shall be no more than those fields approved by the MLS. (See Appendix E)
- (u) Agents and non-principal appraisers, who are registered under a Principal / Broker Participant of the MLS, may be a direct recipient of BR raw data, via a qualified vendor, for display on personal, agent web sites. The agent's broker shall take full responsibility and sign all the appropriate paperwork on behalf of the agent.
1. Accessibility to all BR listings MUST be via a hyperlink to their Principal / Broker's company web site, by an agent IDX link from Rapattoni, or by a BR data feed approved and acquired by their Broker Participant.

2. The hyperlink to the agent's Principal / Broker's company web site must display the BR search page as it appears on the company site (same format and listing displays). The BR search page may appear without the company's frame as long as the brokerage name (as it is registered in the MLS) appears within the frame of the agent site surrounding the BR search and appears on the page, per the advertising rules of Ohio law. The name of the MLS registered agent, to whom the web site belongs, shall also appear on the frame as the brokerage name under the same conditions.
 3. For an agent who receives a BR data feed on behalf of their broker, an agent's web site must display a BR search page. The BR search page must display the brokerage name (as it is registered in the MLS) and it shall appear on the web page(s), per the advertising rules of the State of Ohio. The name of the MLS registered agent, to whom the web site belongs, shall also appear on the web page under the same conditions.
 4. If a Principal / Broker Participant does not participate in the BR program, the agents and non-principal appraisers of that Participant may not frame another company's BR listing search nor receive a BR data feed from his broker or any other broker Participant.
 - (v) A non-participating broker of Broker Reciprocity, who currently has a link from their company site to the MLS public web site for a list of BR web sites or the Open House search, may continue to maintain that link as long as the MLS public web site is NOT framed.
 - (w) A participating company, broker, agent or appraiser may not advertise, in any form, that they have available for search or otherwise, "all MLS listings."
- 17.3 Participants must notify the MLS of their intention to establish one or more IDX sites and make each IDX site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.
- 17.4 Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers / agents may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

5. How your brokerage can make the most of BR

To take full advantage of BR, you MUST have a web site that displays BR data. Many third party vendors are qualified to assist you in developing a web site for your firm. The following are several ways to get one.

- (a) Doing it yourself
- (b) Working with a web designer
- (c) Sample sites: Check out any of the current BR web sites at www.cabr.org/BRCompanies.htm.
- (d) Questions you should ask web site designers before signing up with them: Here are a few important questions to ask web site designers

What are the set up costs for the web site? Most web site designers will want some kind of up front fee to create your web site. Find out exactly what steps the designer will take during these initial stages.

What is included in the up front fees? Find out if the package you are considering includes the complete design of a custom web site, or if it only includes certain "template" elements. Find out how much control you have over things like the graphic design of your site, the color scheme, etc.

May I integrate the Broker Reciprocity site with my existing web site? You may already have a web site and a web site designer who has been doing a good job maintaining it. You may just want to incorporate the Broker Reciprocity piece into that existing site. Have your vendor contact the Cincinnati MLS for more information.

What are the maintenance costs and how frequently are they due? Most web site designers will charge you a monthly or quarterly maintenance fee. You should find out what you are receiving for this fee — at a minimum, it should include automatic updates of the Broker Reciprocity listing data on your web site, preferably daily.

Is a hosting fee included, or is it payable separately? Once a designer creates your site, it will have to be "hosted" on a computer connected to the Internet. Your designer may include the cost of hosting in the maintenance fees. Or you may have to make separate arrangements for hosting. If the designer will host your site, ask for the web address of another site they host. Visit this site and make sure that it loads quickly. Consumers will not enjoy your site if it runs slowly.

Does the maintenance fee include periodic changes to your site? You will want to change information on your site, things like firm special events, salesperson of the month, etc. Find out how many such changes are included in any maintenance fee, and how much additional changes will cost.

Does the maintenance fee include access to statistics about who is visiting your web site and when? Critical to any marketing plan involving the Internet is an understanding of who is visiting your web site and from where they are being referred. There are software packages available that will track activity on your web site and provide important answers to these questions. Will your web site designer provide this information to you? Is the cost included in your maintenance?

How much personal interaction will you have with the designer, or is it all online? Any face-to-face? How much? By phone only? How much? If you are accustomed to face-to-face or telephone customer service, these may be hard to find among web site designers. If this is important to you, you'll want to discuss it with candidate designers in advance.

What is the cost for additional work and features? If you see something on another site your designer has created, he/she should be able to tell you how much it would cost to add it to your own site. **Do not assume that a feature will appear on your site just because it appears on another site your designer created for another broker. The other broker may have paid a premium price for that feature.** The contract you write with the designer should list all the features you want and indicate their price. (If you're asking for a novel feature, the designer may hesitate to give you a price up-front. This is not unreasonable, and you'll have to negotiate the best deal you can.)

Discuss changes you will probably have to make. Find out how much they will cost. For example:

- 1) Change an agent name;
- 2) Add a link;
- 3) Add a banner; or
- 4) Add a web page

Will the vendor display all photos on each listing, or just the main photo? You will be receiving multiple images for those listings that have them.

Will you own the domain name? If you are paying the designer to register your domain name, it's important that the designer commit to registering it in your name. You will be putting this address on all of your marketing materials from here on out. You don't want the designer to take it with him/her if you choose to work with a different designer.

Does the Broker own the site content? You will want to be able to take your web site design with you if you choose another designer down the road. Seek provisions in your contract that will guarantee this. Note: this is probably only applicable to "custom" site content. If you buy a "template" package, the web site vendor will not relinquish any rights in the template or the search interface to you).

Who is the designer/vendor? Is it a corporation, sole proprietor, or what? Who will deliver on the promises the salesperson makes if that salesperson leaves? It's important here to know who you are dealing with.

What is your vendor's experience working with web-based databases, real estate web sites, etc., and with who have they worked? CHECK THESE REFERENCES! If they have built other broker web sites, visit them. Make sure they work, that they look good, and that they are fast (consumers dislike slow web sites).

How soon after you sign a contract will your web site be up? It is important to clarify all parties' expectations.

Ask the designer why they deserve your business. There are many options out there. Make the designer explain why they should be considered.

Encourage the designer to contact the MLS. Encourage the vendor to contact the MLS to talk about what's entailed in a BR web site. They will provide better cost estimates if they know more about the MLS and the program.

6. Frequently asked questions (FAQ)

May agents have BR web sites?

Yes, agents may provide a Broker Reciprocity (IDX) consumer search on their personal web site. The following are ways that the agent can accomplish this:

1. The agent's brokerage firm must be contributing its listings to the BR (IDX) program.
2. The agent's web site may frame or "hyperlink" to the brokerage's web site. That is, the Broker Reciprocity data can be hosted on the brokerage's web site and the agent may link to it.
3. To receive an IDX data feed for the creation of a custom search, the agent must have the broker's permission to acquire such a feed. The agent is also required to take a course on Ohio Internet Advertising Law and is subject to a one-time fee.

4. The agent's web site must retain the brokerage's branding at all times. This will frequently mean the brokerage's banner appears at the top of every page.
5. The agent may use the Smart Framing link from the MLS, requiring no paperwork, classes or fees.

Are my listings sent to other web sites, such as Realtor.com, etc.?

If you mark Internet = "Yes" in the MLS, your listings automatically are placed on Realtor.com. The exposure available from many different web sites is beneficial.

What happens if someone abuses BR?

MLS will monitor brokers and agents who develop web sites using the BR Data. It will also monitor other real estate web sites. If Cincinnati MLS finds that a BRS or its agent is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails, he or she may be fined and possibly suspended (including any of their agents with IDX data feeds) from the BR program and / or the Cincinnati MLS.

Why would I want to allow other brokers to display my listings on their web sites?

The answer lies in a desire to strengthen the brokerage industry. Long-term, if real estate brokerages want to compete with other industry segments for the business of Internet consumers, they will need to have web sites that are attractive to consumers. That means having the most data. If you don't want your listings on the Internet at all, then you don't want to participate in Broker Reciprocity.

Why would I want to let other brokers display my listings if I don't have my own web site?

See the answer to the previous question. The rationale is equally strong in this case. In addition to those arguments, sellers will want to know why your listings do not show up on BR web sites when the listings of other brokers do.

Why would I want to display other brokers' listings on my web site?

By displaying the MLS inventory of active and pending listings, you are providing a service to consumers that can help keep them coming to your web site. You need and want a way to keep consumers at your site.

How much will it cost?

Having your listings included in Broker Reciprocity costs you nothing. There is a cost to host a web site. To receive an IDX data feed; there is a one-time cost of \$250 for data feeds for agents and the same fee for brokers who request a 2nd or more feeds for their company web site(s). This fee is subject to change, without notice.

Will consumers call the listing agent on listings belonging to other BRSs?

Possibly. The listing firm's name, phone number and the listing agent's name and phone number are required to appear on any detailed display of data for listings that don't belong to you, in accordance with the laws of the State of Ohio. Also, an interested consumer could call the other brokerage and ask which agent has the property listed in order to reach him or her. However, this is a great deal more difficult than just e-mailing you. This is also just as likely to benefit you, as your name and number appears on your listings on other brokers' web sites.

What data will consumers see? What property types, statuses, data elements, etc.?

BRSs and their agents may display only active and pending listings. They may display any or all of the MLS's property types. They may display only the data fields approved by the MLS for all other BRS listings. The broker hosting a web site may display more information on their listings only.

How do I know some agent from another office won't end up advertising my hot new listing as his / her own?

You don't. But it would be a violation of the MLS Rules, the Code of Ethics and state real estate license law as well.

Can the consumer link directly to the listing agent's e-mail?

A BRS can provide linking on its own listings to its agents. This is a matter to be determined between the BRS and his / her agents. A BRS may, at their discretion, display agent information on the listings of other BRSs.

What other types of advertising can Brokers and agents have on their web sites with BR Data?

Anything that will not violate the Cincinnati MLS Rules and Regulations regarding BR. This means that if your firm puts up a web site hosting the BR Data, you may sell advertising space, for example, to an automobile dealership on the site. Every page of your web site could have an ad for a different advertiser. Keep in mind the following things:

- 1) The site still has to be a locally branded site for your real estate firm.
- 2) The advertising must not jeopardize the goodwill of Cincinnati MLS or the listing broker; for example, advertising an obscene web site above listing data. This will result in the BR Data Feed to the BRS being terminated.
- 3) The banner must not mislead consumers. If the banner seems to contradict information about the listing firm or information in the listing data itself, it should not be used.

7. Technical Implementation Guide for Technical Advisors

Overview

Purpose of this section

This Technical Implementation Guide is designed to provide information to the technical advisors and contractors of broker members of the MLS of Greater Cincinnati, so that they may incorporate the Broker Reciprocity program into those brokers' and agent web sites. When this section refers to "you," it is referring to such a technical advisor or contractor. When it refers to "your client," it is referring to a broker participating in MLS and the Broker Reciprocity program, which you are assisting in developing a web site. **To the extent that this section supplements the Cincinnati MLS Rules and Regulations relating to Broker Reciprocity, it is a statement of MLS policy regarding such matters.**

Definitions and purpose of Broker Reciprocity

"Broker Reciprocity" is a means by which each MLS participant subscribing to the program (the "Broker Reciprocity Subscriber" or "BRS") permits the display of its active listings appearing in MLS on each other BRS's Internet web site. The "Broker Reciprocity Database" is the current aggregate compilation of all active and pending exclusive right to sell listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating, Internet = No, when adding a listing. The goal of the Broker Reciprocity ("BR") program is to permit participants in the MLS, i.e., real estate brokers, agents and appraisers, to display the most complete set of data regarding listings for sale on their own web sites.

Opting into the pool

Your client (the broker) is assumed to be a BRS unless it submits a request not to be included on a form supplied by MLS. (See the form titled Dropping / Reinstatement of Broker Reciprocity, Appendix C.) There is no charge for a broker to become a BRS and thus contribute its listings to the BR Database.

Getting a data feed

Any BRS may display all or any portion of the BR Database on its own web site, provided it:

- * Signs the required agreement with Cincinnati MLS (See the CONTRACT, Appendix D);
- * The BRS web site vendor signs the required MLS 3rd Party License agreement with Cincinnati MLS; and
- * Abides by the MLS Rules and Regulations relating to BR set forth in this document as well as periodic policy statements promulgated by MLS. Note that explanations of the rules and regulations appear in Section 4.

Limitations on use

The BR system has been created to encourage those MLS Participants to display the most complete, accurate, and up-to-date compilations of active and pending listing information on their own web sites. **Any use for any other purpose is STRICTLY PROHIBITED; the Cincinnati MLS will act aggressively to protect its copyrights in the BR Database, to enforce its contractual rights, and to protect listing brokers' listing data from distribution in any way inconsistent with their legitimate business interests.**

Access methods

Access Methods are described more fully in Section 3 of this document.

Rules and regulations

Sections 17 of the MLS Rules and Regulations contain provisions relating to BR. These provisions are reproduced in Section 4 of this document. **Your client (the broker / agent) will be held responsible for any failure on your part to comply with those rules. MLS strongly suggests that you review them before building your client's site.**

Contracts

Before you will be permitted to have access to the BR data or any test sample of it, you must sign a contract with your client (the broker / agent) and the Cincinnati MLS. See the CONTRACT in Appendix D. **You must sign such a contract for each broker and agent with whom you provide services.** (If you do not, you may lose access to the BR data if one of your clients (brokers or agents) leaves MLS or ceases to participate in the BR program.)

Appendix A — Broker Reciprocity logo use license and guidelines

The following pages are the official Broker Reciprocity logo use policy and license. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

Summary of policy provisions:

This summary examines the official policy section-by-section.

Introduction: BRSs can use the BR trademark logo (the "Logo"). This policy only controls the use of the Logo (not real estate firm logos, etc.).

1. You have to be an MLS subscriber and a BRS to use the Logo.
2. You can't modify the Logo without MLS permission.
3. You have to show MLS how you're using the Logo if we ask.
4. You have to be doing business legally and in compliance with MLS rules to use the Logo.
5. If MLS is sued because of your use of the Logo, you agree to reimburse MLS for defense costs and damages.
6. If you stop being a BRS or MLS subscriber, or if we tell you that you're violating this policy, you must immediately stop using the Logo.
7. If you aren't authorized to use the Logo any more, MLS may require that you recall and destroy any materials on which the Logo appears.
8. If you aren't authorized to use the Logo any more, you can't adopt another logo for yourself that's confusingly similar to the Logo. (If you want to know what confusingly similar is, talk to your lawyer.)
9. If MLS is required to enforce this policy against you in court, you agree to pay MLS all of its reasonable costs including attorney fees. You further agree to injunctive relief against you if you violate this policy.

Regional MLS Policy Statement

USE OF BROKER RECIPROACITY LOGO/MARK

The Broker reciprocity logo/service mark (the "Mark") is a service mark owned by Regional Multiple Listing Service of Minnesota, Inc., a Minnesota corporation ("RMLS"). RMLS has granted Cincinnati MLS the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant ("Subscriber") in the Cincinnati MLS Broker Reciprocity Program (the "Program") and each member of Cincinnati MLS understands and agrees that a Subscriber, and only a Subscriber, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by Subscribers who are in good standing under the Program guidelines as published and amended from time to time by Cincinnati MLS.
2. The Mark shall be used only in the exact form authorized by MLS, without any alteration, addition, deletion or other modification in design or color. MLS will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
3. The Subscriber shall from time to time, upon request of MLS, provide MLS with samples of materials bearing the Mark to verify proper use of the Mark.
4. RMLS is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.
5. The Subscriber shall comply with all Rules and Regulations of the Cincinnati MLS, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Mark is used.
6. The Subscriber shall indemnify, defend and hold RMLS and Cincinnati MLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against RMLS or Cincinnati MLS by reason of the Subscriber's use of the Mark.
7. The Subscriber's right to use the Mark shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of MLS, or upon written notice by MLS in the event the Subscriber shall violate any provision of this Policy Statement.

8. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall immediately discontinue all use of the Mark. MLS may demand that the Subscriber recall and destroy goods and marketing materials bearing the Mark. MLS reserves the right to inform its members and the public that the Subscriber is no longer entitled to use the Mark.
9. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.
10. MLS shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys' fees) of enforcing this policy statement against the Subscriber. In addition, in the event of any violation of this policy statement, MLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this policy statement.

Appendix B — Broker Reciprocity Related Fees

MLS does not endorse any vendor, nor does it guarantee their work. MLS does not receive any fees under these relationships. All fee statements below do NOT include any fees charged by a 3rd Party Vendor. Any fees charged by a 3rd Party Vendor are the sole responsibility of the Broker / agent and not the MLS.

1) Broker Reciprocity (IDX) – RETS Data Download

One Time Charge:

Paperwork, Data Export Setup, and Monitoring: **\$250**

Monthly Charge:

Daily Update Communications/Download Charge \$0
(Active and Pending listings)

2) Smart-Framing (template of BR search) \$0
For Those Who Already Have a Web Site

3) Framing / Hyper linking to a Company Site Pricing, if any, subject to Individual Brokers

**** All prices are subject to change, if approved by the MLS Board of Directors.**

Appendix C — FORM: Dropping / Reinstatement of Broker Reciprocity

This form permits you to opt out of the Broker Reciprocity program, (or opt back in). If you opt back in, you are considered a Broker Reciprocity Subscriber (BRS). Becoming a BRS, which submits your listings to other BR Participants, does not cost you anything extra, and it does not require you to do anything else. It is only if you wish to display BR Data on your web site that you need to take any further steps. See the Cincinnati MLS's *Broker Reciprocity: Broker Informational Packet* for further details. **This form must be filled out completely and signed by the Principal / Broker for your company. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to the Cincinnati MLS at 14 Knollcrest Drive, P.O. Box 37889, Cincinnati, Ohio 45222, Fax: 513-761-8860.

Firm Name: _____ Firm MLS ID: _____

Principal / Broker Name: _____ Broker MLS ID: _____

E-mail address: _____

(If you are becoming a BRS, you **must** supply an e-mail address here. This address will be the Cincinnati MLS's primary means of communicating with you about BR developments.)

Firm Street Address: _____

Firm City, State, ZIP: _____

Firm Phone: _____ Fax: _____

Check one of these two boxes. By so doing, you are agreeing to the understandings indicated next to it.

Opting Out: My firm chooses **not** to be a Broker Reciprocity Subscriber. I understand this means that other Broker Reciprocity Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Broker Reciprocity program of the Cincinnati MLS. My firm is not allowed to display the listings of other brokers unless I receive written permission from them individually to do so.

Opting Back In: My firm wants to be a Broker Reciprocity Subscriber. I understand that I am hereby giving every other Broker Reciprocity Subscriber in the Cincinnati MLS permission to display my active and pending MLS listings on their own web sites, subject to the Rules and Regulations of the Cincinnati MLS. Other BRSs are not obliged to display my listings. I authorize the Cincinnati MLS to distribute my active and pending listing data to other Broker Reciprocity Subscribers pursuant to its Rules and Regulations.

I am the Principal / Broker for the MLS Participant whose ID number first appears above. I represent that I have authority to execute this form on behalf of my company.

Signature: _____

Printed Name: _____

Effective Date: _____

Appendix D — CONTRACT:

Access to Broker Reciprocity (IDX) Data Feed

Note: This form is a legally binding contract between you and the MLS of Greater Cincinnati. Simultaneously or prior to submitting this form/contract, you must become a Broker Reciprocity Subscriber (BRS). See MLS's *Broker Reciprocity: Broker Informational Packet* for further details. **This form/contract must be filled out completely and signed by the Principal / Broker of your firm. There are no exceptions. In cases where the data feed is requested for an agent, the agent must also complete and sign the agreement.** Once you have filled it out and signed it, fax or mail it to the Cincinnati MLS at 14 Knollcrest Drive, P.O. Box 37889, Cincinnati, Ohio 45222, Fax: 513-761-8860. MLS will sign the contract and return a copy to you with information on how to access the data feed.

Agreement

1. This **Agreement** is made and entered into by and among the Multiple Listing Service of Greater Cincinnati, Inc. ("**MLS**"), the real estate Principal / Broker (firm) whose name and contact information appear on the signature page of this Agreement designated "Principal / Broker Information and Signature" (the "**Principal / Broker or Firm**"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Agents Information and Signature" ("the Agent") and / or "Consultant Information and Signature" (collectively, "**the Consultants**"), if any.

Recitals

2. Principal / Broker and / or Agent wishes to obtain, and MLS wishes to provide, data for Principal / Broker and / or Agent's web site, including the listing data of other real estate brokerages participating in MLS. Principal / Broker and / or Agent may wish to engage consultants, i.e., other companies or individuals who are not employees of the Principal / Broker, to perform data downloading and formatting, as well as programming and web design.

Definitions

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

Principal / Broker Participant: Any real estate broker or principal appraiser who is a member of the Multiple Listing Service of Greater Cincinnati.

Agent: A licensed real estate salesperson who is a dues paying subscriber of the MLS of Greater Cincinnati.

Broker Reciprocity Database or BR Data: The current aggregate compilation of all active exclusive right to sell, exclusive agency, or buyer exclusion 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 or where an MLS Participant has opted out of participating in the Broker reciprocity program. The Cincinnati MLS owns the BR data on behalf of the BR Participants.

Broker Reciprocity Subscriber or BRS: A Principal / Broker Participant who gives permission to other Principal / Broker Participants to display its active listings on their web sites in return for their permission to display their listings on its web site.

MLS Data: Data relating to real estate for sale, listed for sale or previously sold, including the Broker Reciprocity Database and data relating to Subscribers, entered into the MLS computer system by MLS Participants and / or MLS Staff. The Cincinnati MLS owns the Copyright on all MLS data.

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.

Rules and Regulations: The Rules and Regulations of the Cincinnati MLS, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by MLS.

Cincinnati MLS obligations

4. During the term of this Agreement, the Cincinnati MLS grants to each Principal / Broker Participant a license to display the BR Data on Broker Participant's company web site or on its agents personal web site.
5. During the term of this Agreement, MLS agrees to provide to Principal / Broker Participant, its agents and its Consultants:
 - a. Access to the BR (IDX) Data via a ("RETS") Data Feed.

- b. Seven (7) days advance notice of changes to the file and record formats of the BR Data; and
- c. Seven (7) days advance notice of changes to the MLS Rules and Regulations.

Broker / Agent obligations

6. Principal / Broker and/or Agent shall comply with the Rules at all times. **Principal / Broker acknowledges that they are fully and completely responsible and liable for the actions or inaction of their Agent(s).**
7. Principal / Broker and/or Agent acknowledge MLS's ownership of the copyrights in the BR (IDX) Data.
8. Principal / Broker and/or Agent shall comply with the requirements relating to confidential information set forth below.
9. In the event that Principal / Broker and/or Agent desires to make the BR Data or the confidential information available to any third party, Principal / Broker and/or Agent agrees to require third party to execute this Agreement to become a Consultant.
10. If MLS notifies Principal / Broker and/or Agent of a breach of the Rules or this Agreement and Principal / Broker and/or Agent does not immediately cure such breach, Principal / Broker agrees that the Cincinnati MLS may take punitive action against the Principal / Broker, its agent(s) and / or its Consultants. (See Section 17.2.o.)
11. Principal / Broker and/or Agent shall notify the Cincinnati MLS within five (5) business days of any change to the information relating to Principal / Broker and/or Agent on the Principal / Broker and/or Agent Information and Signature page below.

Consultant obligations

12. If the Cincinnati MLS notifies the Principal / Broker and / or Agent of a breach of the Rules or this Agreement and Principal / Broker does not cure such breach within five (5) business days, the Cincinnati MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with MLS and act within five (5) business days upon notification by MLS of an uncured breach by Principal / Broker.
13. Each Consultant acknowledges MLS's ownership of the copyrights in the Broker Data and the BR (IDX) Data.
14. Each Consultant shall comply with the requirements relating to confidential information set forth below.
15. Each Consultant shall notify the Cincinnati MLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

Confidential Information

16. "**Confidential Information**" is information or material proprietary to the Cincinnati MLS or designated "confidential" by the Cincinnati MLS and not generally known to the public, that Principal / Broker / Agents 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 and other information of a similar nature (whether in oral, visual, audio, written or other form):
 - a. All Broker 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;
 - d. Techniques, procedures;
 - e. Internet Provider addresses, access codes and passwords; and
 - f. Any information that MLS obtains from any third party that MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLS.
17. **Exceptions.** The Confidential Information does not include information that:
 - a. is in the public domain at the time of disclosure;
 - b. is known to the Receiving Party at the time of disclosure;
 - c. is used or disclosed by the Receiving Party with the prior written consent of the Cincinnati MLS, to the extent of such consent;
 - d. becomes known to the Receiving Party from a source other than MLS 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 MLS; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to MLS prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with MLS.
19. **Restrictions on Use — Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
20. **Restrictions on Use — Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of the Cincinnati MLS to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.
21. **Restrictions on Use — No Third Party Access.** Only the Receiving Party's employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from MLS. If MLS grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.
22. **Restrictions on Use — Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without MLS's prior written consent. In the event MLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
23. **Termination and Return of Materials.** Within five (5) business days of the end of the term of this Agreement or receipt of notice of termination by MLS, the Receiving Party will erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of MLS, a principal of the Receiving Party will certify in writing that all magnetic or computer data have been destroyed.

Term and Termination

24. The term of this Agreement begins on the "Effective Date" set forth on the "Cincinnati MLS Information and Signature Page" below. MLS has the right at any time and at its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
 - a. MLS's notice to Principal / Broker and / or Agent that this Agreement is terminated.
 - b. Principal / Broker and / or Agent's notice to MLS that it no longer intends to display BR Data on its web site.
 - c. Termination of Principal / Broker's privileges as an MLS Participant by the Cincinnati MLS.

General Provisions

25. **Survival of Obligations.** The obligations of Principal / Broker set forth under "Principal / Broker's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
26. **Cincinnati MLS's Remedies.** Because of the unique nature of the MLS Data and other Confidential Information, Principal / Broker and Consultants acknowledge that MLS 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 MLS for a breach. MLS 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 Principal / Broker or Consultants or any one of them, without showing or proving any actual damages sustained by MLS.
27. **Attorney's fees.** If MLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay MLS's reasonable attorney's fees and costs for such legal action.
28. **Limitation of Liability.** Principal / Broker's and Consultant's only remedy shall be termination of this Agreement. MLS shall not be liable for any incidental or consequential damages under any circumstances, even if MLS has been advised of the possibility of such damages. MLS shall have no liability for inaccuracies in the BR Data or the MLS Data.
29. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
30. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

- 31. **No Assignment.** Principals / Brokers / Agents nor Consultants may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of MLS.
- 32. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the MLS Rules and Regulations are expressly incorporated into this Agreement by reference.
- 33. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Ohio.

Cincinnati MLS Information and Signature

This information is for Cincinnati MLS use only. MLS will fill out the information after signing this Agreement. MLS will then return a copy of this Agreement to Principal / Broker / Agent and Consultants. The contents of this page are considered Confidential Information under this Agreement.

Brokerage Firm Information and Signature

(Please Print)

Firm Name: _____ Firm MLS ID: _____

Principal / Broker Name: _____ Broker MLS ID: _____

E-mail address: _____

(You **must** supply an e-mail address here. This address will be the Cincinnati MLS's principal means of communicating with you for notices under this Agreement.)

Firm Street Address: _____

Firm City, State, ZIP: _____

Firm Phone: _____ Fax: _____

Entered into on behalf of Firm by:

Broker Signature: _____

Print Name, Title: _____

Effective Date: _____

Entered into on behalf of the Cincinnati MLS by:

Signature: _____

Effective Date: _____

Print Name: James L. Abele, Manager
or
Robert Halko, Systems Specialist

Agent Information and Signature
(If applicable) (Please Print)

Agent Name: _____

Agent MLS ID: _____

E-mail address: _____

(You **must** supply an e-mail address here. This address will be the Cincinnati MLS's principal means of communicating with you for notices under this Agreement.)

Office Street Address: _____

Office City, State, ZIP: _____

Phone: _____

Fax: _____

Entered into on behalf of Agent by:

Agent Signature: _____

Print Name: _____

Effective Date: _____

Consultant Information and Signature

Note to Firm: Reproduce this page for each Realtor firm to whom you intend to provide access to the BR Data under this Agreement.

Consultant (company or individual) Name: _____

E-mail address: _____

(You **must** supply an e-mail address here. This address will be the Cincinnati MLS's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: _____

Consultant City, State, ZIP: _____

Phone: _____

Fax: _____

Entered into on behalf of Consultant by

Signature: _____

Print Name: _____

Title: _____

Note to Consultant:

Be sure to enter into this "Access to Broker Reciprocity Data Feed Contract" with the Cincinnati MLS and every real estate broker or agent to which you provide services.

If you sign only one contract and that Firm's access to the BR Data is terminated, you will not be able to get the data for your other clients.

Appendix E — Broker Reciprocity Data and File Layout

Total Data Set includes 4 Form Types:

R = Residential, M = Multi-Family/Apartments
C = Commercial, L = Land / Lots

Information regarding the data and file layouts for the 4 form types will be supplied by the MLS vendor upon receipt of a login ID and Password to a RETS access.

Please visit the following sites for more informative information:

The Rapattoni RETS Page:

<http://www.rapattoni.com/rets>

The Real Estate Transaction Standard Page:

<http://www.rets.org/>

The Real Estate Transaction Standard Open Resource Page (links to clients and downloads, etc.):

<http://www.rets.org/retsorg.nsf/pages/resources>

Top Frame

Search Results

Residential Properties

Total Matches: 24

| MLS # | Address | Suburb | Price | Rms | Bed | Bths | Gar | Levels | Broker |
|-----------|--------------------------------------|----------------|-------------|-----|-----|------|-----|------------|---------------------|
| 1 790212 | 7383 WILSON AVE | AMBERLY NEAR | \$125,900 | 5 | 2 | 2-0 | 2 | 1 Story | JORDAN REALTORS |
| 2 720997 | 7451 SAGAMORE DR | AMBERLEY | \$179,900 | 8 | 3 | 2-1 | 2 | 1 Story | Broker® Reciprocity |
| 3 723068 | 8435 LYNNEHAVEN DR | AMBERLEY | \$189,900 | 7 | 3 | 2-0 | 2 | 1 Story | Broker® Reciprocity |
| 4 721613 | 3361 E GALBRAITH RD | AMBERLEY VILLA | \$194,900 | 9 | 4 | 2-1 | 2 | Bi-Level | Broker® Reciprocity |
| 5 709565 | 8597 RIDGE RD | AMBERLEY | \$199,000 | 6 | 3 | 2-1 | 2 | 1 Story | Broker® Reciprocity |
| 6 723805 | 7850 ELBROOK | AMBERLEY | \$224,900 | 8 | 4 | 2-1 | 2 | 2 Story | Broker® Reciprocity |
| 7 714718 | ^{NEW} 2676 FAIROAKS LA | AMBERLEY | \$224,900 | 8 | 3 | 2-1 | 2 | 1 Story | Broker® Reciprocity |
| 8 713694 | 8389 RIDGE RD | AMBERLEY | \$249,000 | 7 | 4 | 2-0 | 2 | 2 Story | Broker® Reciprocity |
| 9 717549 | 3469 SECTION RD | AMBERLEY | \$250,000 | 9 | 4 | 3-1 | 2 | Bi-Level | Broker® Reciprocity |
| 10 791221 | 8192 BLUE ROCK RD | AMBERLEY | \$254,900 | 8 | 3 | 3-0 | 2 | 1 Story | JORDAN REALTORS |
| 11 708159 | 2281 ROYALOK DR | AMBERLEY | \$259,900 | 10 | 4 | 3-0 | 2 | 2 Story | Broker® Reciprocity |
| 12 710944 | 7725 ELBROOK AVE | AMBERLEY | \$259,900 | 12 | 5 | 3-1 | 2 | 1 Story | Broker® Reciprocity |
| 13 720914 | 8000 RIDGE RD | AMBERLEY | \$286,500 | 8 | 3 | 2-1 | 2 | 1 Story | Broker® Reciprocity |
| 14 794211 | 5 WINSTON RD | AMBERLEY VILLA | \$299,900 | 7 | 3 | 2-1 | 2 | 2 Story | JORDAN REALTORS |
| 15 793221 | ^{Pending} 9283 MAIN ST | AMBERLEY | \$350,000 | 12 | 5 | 3-2 | 2 | 3 Story | JORDAN REALTORS |
| 16 712946 | 8335 SPRINGVALLEY | AMBERLEY | \$369,000 | 9 | 4 | 2-1 | 2 | 1 Story | Broker® Reciprocity |
| 17 714092 | 8455 CRESTDALE CT | AMBERLEY | \$429,000 | 9 | 4 | 3-0 | 2 | 1 Story | Broker® Reciprocity |
| 18 792123 | ^{NEW} 1752 WILLIAM ST | AMBERLEY VILLA | \$599,900 | 10 | 4 | 4-1 | 2 | 2 Story | JORDAN REALTORS |
| 19 723922 | 2665 SECTION RD | AMBERLEY | \$750,000 | 18 | 8 | 5-1 | 2 | 2 Story | Broker® Reciprocity |
| 20 692230 | 5145 ROLLMANESTATE | AMBERLEY | \$785,000 | 11 | 5 | 5-1 | 2 | Quad Level | Broker® Reciprocity |
| 21 791222 | 810 LINCOLN AVE | AMBERLEY | \$819,000 | 11 | 7 | 6-2 | 2 | 2 Story | JORDAN REALTORS |
| 22 704163 | ^{Pending} 3055 LEGACY TRACE | AMBERLEY | \$898,900 | 11 | 4 | 3-1 | 2 | 2 Story | Broker® Reciprocity |
| 23 710301 | 5085 ROLLMANESTATE | AMBERLEY | \$965,000 | 13 | 6 | 5-1 | 2 | 2 Story | Broker® Reciprocity |
| 24 717683 | 9070 RIDGEWAY CL | AMBERLEY | \$1,095,000 | 13 | 4 | 4-2 | 2 | 2 Story | Broker® Reciprocity |

Page 1

Copyright © Multiple Listing Service of Greater Cincinnati / All information is believed accurate, but NOT guaranteed.



The data relating to real estate for sale on this Web site comes in part from the Broker Reciprocity program of the MLS of Greater Cincinnati, Inc. Real estate listings held by brokerage firms other than Jordan Realtors® are marked with the Broker Reciprocity logo, or Broker Reciprocity house icon. The properties displayed may not be all the properties available through Broker Reciprocity.



Press to perform a [new search](#)

Report a Problem


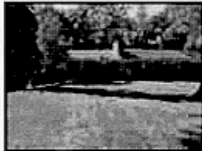
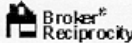

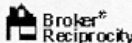

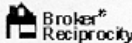

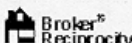
Home Page

Top Frame

Search Results

Residential Properties

Total Matches: 26

| | | |
|---|--|---|
|  | <p>810 LINCOLN AVE Price: \$125,900 Suburb: AMBERLY NEAR Bedrooms: 2 Baths: 2-0</p> | <p>Company: JORDAN REALTORS Agent: MARCIA CHESLEY MLS #678346</p> |
|  | <p>7451 SAGAMORE DR Price: \$179,900 Suburb: AMBERLEY Bedrooms: 3 Baths: 2-1</p> | <p> MLS #720997</p> |
|  | <p>8435 LYNNE-HAVEN DR Price: \$189,900 Suburb: AMBERLEY Bedrooms: 3 Baths: 2-0</p> | <p> MLS #723068</p> |
| New Listing! | | |
|  | <p>3361 E GALBRAITH RD Price: \$194,900 Suburb: AMBERLEY VILLA Bedrooms: 4 Baths: 2-1</p> | <p> MLS #721613 Video Available!</p> |
|  | <p>7102 WINDINGWAY Price: \$194,900 Suburb: AMBERLEY Bedrooms: 2 Baths: 2-1</p> | <p> MLS #724474</p> |
| Under Contract! Accepting Back-up Offers | | |

Next Matches: 6 - 10

Copyright © Multiple Listing Service of Greater Cincinnati / All information is believed accurate, but NOT guaranteed.



The data relating to real estate for sale on this Web site comes in part from the Broker Reciprocity program of the MLS of Greater Cincinnati, Inc. Real estate listings held by brokerage firms other than Jordan Realtors* are marked with the Broker Reciprocity logo, or Broker Reciprocity house icon. The properties displayed may not be all the properties available through Broker Reciprocity.



TOP FRAME

895 LAVERTY LA



MLS# 719245 Single Family



Price: \$114,900

Rooms: 6

Bedrooms: 3

Baths: 2-1

New Listing!

Open House

09/26/2000 6PM-8PM

Levels: Tri-Level

Basement: Part

Garage: 1 Car (Attached,Front)

Suburb: ANDERSON

School Dist: FOREST HILL

[Show Location on Map](#)

[Calculate Mortgage](#)

[Next Photo](#) [See a video for this Listing!](#)

PC1352-1646 SQFT-EXCELLENT CONDITION, UPDATED HVAC & ROOF, NEW FORMICA KITCHEN FLOOR & WWC. LARGE ENCLOSED PORCH. EXTERIOR/INTERIOR FRESHLY PAINTED.

| Additional Features | Room | Dimension | Level | Room | Dimension | Level |
|--------------------------|---|-----------|-------|-----------|-----------|-------|
| Construction: Brick,Alum | Entry | | | Master | 12 X 12 | 2 |
| Heating: Gas,Forced Air | Living | 15 X 14 | 1 | Bedroom 2 | 11 X 10 | 2 |
| Cooling: Central Air | Dining | | | Bedroom 3 | 12 X 10 | 2 |
| Fireplace: None | Kitchen | 9 X 17 | 1 | Bedroom 4 | | |
| Gas: Natural | Breakfast | | | Bedroom 5 | | |
| Water: Public | Family | 19 X 12 | L | Bath 1 | FULL | 2 |
| Sewer: Public | Study | | | Bath 2 | FULL | 2 |
| Lot Dimensions: 126X105 | Recreation Room | | | Bath 3 | PART | L |
| Condo Level: | Laundry | 10 X 10 | L | Bath 4 | | |
| HOA Fee: 0 | Directions SUTTON TO FOUR MILE, RT PATRICIA, LF LAVERTY | | | | | |
| SemiAnnual Taxes: \$UNK | | | | | | |

Click on any image to see it full-size.



This listing courtesy of Jordan Realtors, (513) 555-5555 / Robert M. Bare, (513) 666-6666

Copyright © Multiple Listing Service of Greater Cincinnati / All information is believed accurate, but NOT guaranteed.



The data relating to real estate for sale on this Web site comes in part from the Broker Reciprocity program of the MLS of Greater Cincinnati, Inc. Real estate listings held by brokerage firms other than Jordan Realtors* are marked with the Broker Reciprocity logo, or Broker Reciprocity house icon. The properties displayed may not be all the properties available through Broker Reciprocity.



Sider Frame

895 LAVERTY LA



New Listing!

Open House

09/26/2000 6PM-8PM

- [Show Location on Map](#)
- [Calculate Mortgage](#)

- [Next Photo](#)
- [See a video for this Listing!](#)

PC1352-1848 SQFT-EXCELLENT CONDITION, UPDATED HVAC & ROOF, NEW FORMICA KITCHEN FLOOR & WWC. LARGE ENCLOSED PORCH. EXTERIOR/INTERIOR FRESHLY PAINTED.

| MLS# | 719245 | Single Family | Additional Features |
|--------------|-------------------------|-------------------|---------------------|
| Price: | \$114,900 | Construction: | Brick, Alum |
| Rooms: | 5 | Heating: | Gas, Forced Air |
| Bedrooms: | 3 | Cooling: | Central Air |
| Baths: | 2-1 | Fireplace: | None |
| | | Gas: | Natural |
| Levels: | Tri-Level | Water: | Public |
| Basement: | Part | Sewer: | Public |
| Garage: | 1 Car (Attached, Front) | Lot Dimensions: | 126X105 |
| | | Condo Level: | |
| Suburb: | ANDERSON | HOA Fee: | 0 |
| School Dist: | FOREST HILL | SemiAnnual Taxes: | \$UNK |

| Room | Dimension | Level | Room | Dimension | Level |
|-----------------|-----------|-------|-----------|-----------|-------|
| Entry | | | Master | 12 X 12 | 2 |
| Living | 15 X 14 | 1 | Bedroom 2 | 11 X 10 | 2 |
| Dining | | | Bedroom 3 | 12 X 10 | 2 |
| Kitchen | 9 X 17 | 1 | Bedroom 4 | | |
| Breakfast | | | Bedroom 5 | | |
| Family | 19 X 12 | L | Bath 1 | FULL | 2 |
| Study | | | Bath 2 | FULL | 2 |
| Recreation Room | | | Bath 3 | PART | L |
| Laundry | 10 X 10 | L | Bath 4 | | |

Directions SUTTON TO FOUR MILE, RT PATRICIA, LF LAVERTY

Click on any image to see it full-size.



This listing courtesy of Jordan Realtors, (513) 555-5555 / Robert M. Bare, (513) 666-6666

Copyright © Multiple Listing Service of Greater Cincinnati / All information is believed accurate, but NOT guaranteed.



The data relating to real estate for sale on this Web site comes in part from the Broker Reciprocity program of the MLS of Greater Cincinnati, Inc. Real estate listings held by brokerage firms other than Jordan Realtors are marked with the Broker Reciprocity logo, or Broker Reciprocity house icon. The properties displayed may not be all the properties available through Broker Reciprocity.



Appendix G – Article 32 “Enforcement” – MLS Rules and Regulations

ARTICLE 32 ENFORCEMENT

- 32.1 The MLS Operations Committee shall be responsible for enforcement of the MLS Rules and Regulations. When it appears that a violation of these rules has occurred, a member of MLS, the Operations Committee or Board of Directors may file a written complaint, supported by evidence.
- 32.2 The MLS Operations Committee, after a hearing that follows the procedure established in Article 29 by the MLS of Greater Cincinnati, is empowered to decide the case and impose penalties, consisting of one or more of the following:
- (a) Letter of Warning with copy to be placed in Participant's file;
 - (b) Letter of Reprimand with copy to be placed in Participant's file;
 - (c) Requirement that the Participant conduct an educational session at his or her office sales meeting on any article(s) that Participant has been deemed in violation;
 - (d) A fine imposed on Participant not to exceed \$1,000 irrespective of the number of violations regarding a particular complaint;
 - (e) A Participant placed on probation for a stated period of time not to exceed one (1) year. Probation may be mutually exclusive or in addition to any other disciplinary measures. Probation shall be accompanied by one or more of the disciplinary measures identified in this section which shall be held in abeyance for the stated period of time. Absent any subsequent violations during the probationary period, the disciplinary measures held in abeyance shall be considered fulfilled. Any subsequent violation of the MLS Rules and Regulations during the probationary period may, at the discretion of the Operations Committee, result in imposition of the disciplinary measures held in abeyance during the probationary period;
 - (f) Recommendation to the Board of Directors that Participant be suspended from the MLS for a stated period of time not to exceed 90 days. Following such suspension, a Participant may rejoin MLS only on the condition that it shall pay the reinstatement fee provided for in Article 8: "Reinstatement Fees," plus all past due accounts. Suspension means relinquishing all membership rights and privileges and denial of MLS services, including, but not limited to, access to the MLS computer system and MLS publications. In cases where the suspension is a result of failure to abide by a membership duty, refer to Article 33.1, Suspensions & Expulsions. In cases where the suspension is for failure to pay dues, fees, or other charges, refer to Article 33.3. Although membership rights, privileges and services are withdrawn as specified in the notice of suspension, membership continues, and the suspended Participant remains obligated for payment of membership dues, and to abide by the MLS Rules and Regulations during the period of suspension. Any failure to abide by the terms of suspension, or subsequent violation of the MLS Rules and Regulations, after a hearing as provided in Article 29, shall be grounds for consideration as to possible extension of the suspension or expulsion from the MLS;
 - (g) Recommendation to the Board of Directors that Participant be expelled from the MLS, for a specified period of one (1) to three (3) years, with reinstatement of membership to be by application only after the end of the specified period of expulsion, with the application considered on its merits and approval of membership by the Board of Directors.