

DATA ACCESS AND USE AGREEMENT

Northwest Multiple Listing Service, ("NWMLS") and _____,
(COMPLETE OFFICE NAME)

_____,
(OFFICE IDENTIFICATION NO.) _____ a member of NWMLS ("Member"), and
(NAME OF DESIGNATED BROKER)

Member's Internet Data Exchange Provider _____ ("Vendor") agree as follows:
(COMPANY NAME OF IDX PROVIDER)

1. **GRANT OF ANNUAL, REVOCABLE, LIMITED LICENSE.** NWMLS hereby grants Member a limited license to receive information from NWMLS's database ("NWMLS Data") commencing on the Effective Date.
2. **TERM.** The term of this Data Access and Use Agreement (this "Agreement") is for one year. This Agreement will automatically renew for consecutive one year terms on the anniversary of the Effective Date stated below, unless previously terminated by NWMLS, Member, or Vendor.
3. **FEE.** The party processing NWMLS Data, Vendor; Member (Vendor if not checked), shall pay a monthly fee to NWMLS in the amount of \$30.00 plus tax (the "Fee"). NWMLS will bill for the Fee by the 5th day of each month and payment is due by the 25th day of each month. A late fee will be assessed to all late payments in the amount of \$10.00 per month. NWMLS will suspend Vendor's and Member's access to NWMLS Data if payment is not received in full by the last day of the second month following billing. The obligation to pay the Fee is not suspended during any suspension of access. Reinstatement will be allowed upon payment of a reinstatement fee only if the entire account balance, including all unpaid dues, late fees and other charges are paid in full.
4. **USE OF NWMLS DATA.** Member and Vendor may use NWMLS Data for only the following purposes:
 - A. **MEMBER WEBSITE.** Member, with or without assistance of Vendor, may republish all or a portion of certain fields (i.e. the approved "Website Fields") on the Member's website(s) controlled by Member in accordance with NWMLS's then current Rules, Bylaws, and policies, including the NWMLS Data Use Policy.
 - B. **SUBSCRIBER WEBSITES.** With the Member's permission, a subscriber may maintain a website that displays the Website Fields or frames the Website Fields from the Member's website and includes information about the Subscriber. Member and Vendor are responsible for ensuring that Subscribers' websites comply with NWMLS's then current Rules, Bylaws, and policies, including NWMLS's Data Use Policy.
 - C. **MOBILE APPLICATION.** Member, with or without the assistance of Vendor, may republish all or a portion of the "Website Fields" on mobile devices through the use of a mobile application in accordance with NWMLS's then current Rules, Bylaws, and policies, including NWMLS's Data Use Policy.
 - D. **INTERNAL PURPOSES.** Member may, with or without Vendor's assistance, use NWMLS Data for member's accounting, statistical and auto-populating applications, only for use by Member and the subscribers licensed to Member.
 - E. **USE.** Member and Vendor agree that the purpose of this Agreement is to facilitate (check all that apply):
 Member or Company website(s); Subscriber website(s); mobile application; Member's internal use.
5. **VENDOR IS A PARTY TO THE AGREEMENT.** Member warrants that Vendor has executed this Agreement and agrees to abide by the terms hereof, NWMLS's then current Rules, Bylaws, and policies, including the NWMLS Data Use Policy, which are incorporated herein by this reference. Member and Vendor further warrant that the information provided in this Agreement is complete and accurate.
6. **REDISTRIBUTION PROHIBITED.** Member and Vendor shall not redistribute, disseminate, or provide NWMLS Data or access to the data to any third party (except to the extent that information is republished on the Internet consistent with NWMLS Data Use Policy). This prohibition does not include the redistribution or dissemination of Member's own listing data to third parties.
7. **DUTY TO ADVISE IF CHANGE IN INFORMATION.** Member and Vendor shall advise NWMLS of any change in the information provided in this Agreement including, but not limited to, names, addresses, and contact information. Member and Vendor shall promptly notify NWMLS if either party terminates its agreement with the other related to the use of NWMLS Data. The failure to timely advise NWMLS, in writing, within five (5) days of such change will result in the termination of the Agreement.
8. **VENDOR HAS NO RIGHTS TO NWMLS DATA - NO THIRD PARTY BENEFICIARY RIGHTS CREATED.** Except as explicitly provided for herein, Vendor has no right to NWMLS Data whatsoever and this Agreement creates no third party beneficiary rights in Vendor.

9. **INFORMATION TO BE RETAINED BY MEMBER SUBJECT TO NWMLS RULES.** Member shall control all NWMLS Data obtained pursuant to this Agreement and assure compliance with all NWMLS Rules, Bylaws and policies, including NWMLS's Data Use Policy, even though the NWMLS Data may be processed by Vendor. Member and Vendor agree to cooperate with NWMLS in conjunction with NWMLS's review of Member and Vendor's use of NWMLS Data to ensure compliance with NWMLS Rules, Bylaws, and policies, including NWMLS's Data Use Policy.
10. **DATA TRANSFER PROCEDURE.** The process for transferring NWMLS Data shall be by such equipment and procedure as may be determined by NWMLS from time to time in its sole discretion.
11. **VENDOR TO SUSPEND SERVICES TO MEMBER.** Upon notice from NWMLS, Vendor shall terminate its services to Member related to the access and use of NWMLS Data. NWMLS may request termination for any reason including, but not limited to Member's non-payment of fees to NWMLS or Member's violation of NWMLS Rules, Bylaws, and policies, including NWMLS's Data Use Policy. In addition, Vendor shall comply with all requests for information from NWMLS regarding Vendor's access and use of NWMLS Data.
12. **RIGHT TO TERMINATE LICENSE.** NWMLS shall have the right at any time and in NWMLS's sole discretion to terminate the Member's or Vendor's access to NWMLS Data, upon written notice to the Member. Delivery of such written notice to the Member shall constitute delivery of notice to Vendor. Member and Vendor agree to cease access to and use of NWMLS Data upon notice of termination.
13. **TERMINATION OF MEMBERSHIP.** Upon termination of membership or transfer to inactive status, Member and Vendor shall return all NWMLS Data to NWMLS.
14. **ATTORNEYS FEES AND INJUNCTIVE RELIEF.** The parties agree that, in the event of a breach of this Agreement by Member or Vendor, the damages suffered by NWMLS and its members would be difficult to calculate and that injunctive relief is appropriate. Accordingly, the parties agree that preliminary and permanent injunctive relief should be issued without need for bond. The parties further agree that in the event of a dispute regarding this Agreement, the prevailing party is entitled to an award of its attorneys' fees and costs.
15. **SIGNATURE OF AGREEMENT.** This Agreement shall be executed by the Member and Vendor.

MEMBER:

Broker's LAG No. _____	Broker's Signature _____	Date Signed _____
Broker's Phone No. _____	Broker's Name (Please Print) _____	E-Mail _____
Office Identification No. _____	Office Name _____	Fax No. _____

Broker's Tech Rep	Name (Please Print) _____	Phone # _____	E-Mail Address _____
Broker's Website #1	URL _____		
Broker's Website #2	URL _____		
Mobile Application	_____		

VENDOR:

Company Name (Please Print) _____	Address _____	Responsible Contact Person _____
Phone No. _____	E-Mail Address _____	IP Address _____
Signature _____	Position/Title _____	Company URL _____

Northwest Multiple Listing Service:	
By: _____	Effective Date: _____