

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

THIS INTERNET DATA EXCHANGE AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20 _____, by and between San Juan County Board of REALTORS® a New Mexico corporation having a principal place of business at 2510 E. 20th St., Farmington, NM 87401 ("SJCBR"), and the undersigned ("IDX SUBSCRIBER-MLS Participant").

RECITALS:

- A. SJCBR 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 SJCBR 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 SJCBR in substitution of the MLS Rules and Regulations.
- C. IDX SUBSCRIBER is:
1. A Participant who uses the MLS products and services pursuant to SJCBR Participation Agreement; AND/OR
 2. The owner of a real estate firm comprised of multiple offices, at least one of which is a Participant who uses the MLS and other SJCBR products and services pursuant to SJCBR's Participation Agreement; and who desires to use the Internet Data Exchange ("IDX") Database, as defined below.
- D. The parties desire to enter into this Agreement which, in addition to the MLS Rules & 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:

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 web site). **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 in effect for thirty (30) days and shall automatically renew for equivalent successive thirty (30)-day terms. This agreement may be terminated pursuant to Section 21 below.
3. **IDX DATABASE.** SJCBR shall maintain a unique database for the purpose of IDX (the "IDX Database"). This IDX Database shall include all active status listings submitted to SJCBR by Sharing Firms, except for any individual listings specifically excluded as indicated below in paragraphs 3(a) and 3(b).

Amended April 27, 2018

Page 1 of 15

QB Initials

AB Initials

Website Admin Initials

IDX Vendor Initials

Third Party Initials

SJCBR Initials

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

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 listings from the IDX Database by completing a Listing Change Form and submitting such form to SJCBR. 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 SJCBR. 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 SJCBR Database and maintaining a web site and for the proper use hereof.

b. ACCESS CODES. SJCBR may provide IDX SUBSCRIBER with one or more codes to access the IDX Database. **IDX SUBSCRIBER must use the credentials verbatim provided by the MLS Vendor.**

c. IDX DATABASE LINK AND FTP or RETS 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") or RETS (Real Estate Transaction Standard), detailed under Paragraph (i) of this Subsection (c). Regardless of the method of accessing the IDX Database, IDX SUBSCRIBER'S Web Site must comply with the provisions of this Agreement and with SJCBR MLS Rules and Regulations throughout the Initial Term and any Subsequent Terms.

i. FTP or RETS Access. If IDX SUBSCRIBER uses FTP or RETS Access to retrieve the IDX Database, SJCBR will provide access to a File Transfer Protocol web site ("FTP site" or RETS) containing the IDX Database in electronic form, without formatting and without a search engine. IDX SUBSCRIBER must update the IDX Database on his Web Site within twenty four (24) hours of notification of any changes, in any event not less than once every twelve (12) hours. 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.

IDX SUBSCRIBER shall access the data continuously until all the desired files have been transferred. SJCBR reserves the right to limit IDX SUBSCRIBER'S simultaneous connections to the FTP site or RETS datafeed to one (1) connection during the FTP Site Access Time.

In the event IDX SUBSCRIBER violates the FTP or RETS Site Access Time, IDX SUBSCRIBER shall pay SJCBR a penalty for each violation in the amount set forth on the Pricing Schedule, attached hereto as Exhibit "A".

d. ACCESS MEANS. SJCBR 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 SJCBR, SJCBR shall provide IDX SUBSCRIBER with written notification at least sixty (60) days prior to the date on which the change is scheduled to occur.

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

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 Exhibit sets forth the fields that are required and optional and those requirements contained in SJCBR MLS Rules and Regulations. Required fields must be prominently displayed within each listing, in a font size equal to or greater than the font size used for the 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 SJCBR Off Market Information.
 - d. An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*
 - e. 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 remarket, resell, re-brand, 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.
 - f. 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 businesses that may be owned by IDX SUBSCRIBER, and any other related or unrelated advertising or information.
 - g. 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.
 - h. IDX SUBSCRIBER'S Web Site shall contain no Links, Gateways, or Integrated Application, that may be displayed, viewed, heard, accessed, or otherwise encountered simultaneously with the display of the IDX Database, without the express written consent of SJCBR.
 - i. IDX SUBSCRIBER'S Web Site shall contain no data or information regarding properties that are for sale by owner.

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

j. 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 SJCBR in writing, of the names of the firms whose Listing 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 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.

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 electron display or other media, other than IDX SUBSCRIBER'S Web Site without the prior written consent of SJCBR.

7. LAWFUL USE OF LICENSED DATA. IDX SUBSCRIBER shall use the IDX Database lawfully.

8. THIRD PARTY REQUIREMENTS:

THIRD PARTIES AS AUTHORIZED BY THE PARTICIPANT AND BY SJCBR. If the Participant elects to use a third party to design, develop, implement, support, operate, maintain and/or host the Participating Firm's website (hereinafter referred to as "Participant's Web Site" regardless of whether Participant operated the web site) which contains IDX data, the Participant hereby guarantees that the name(s) of all third parties, including computer experts, Internet Service Providers and consultants (collectively, "3rd Party") that are not directly employed by the Participant are listed and have signed this Agreement. If necessary, FTP access codes will be provided to the Participant and may be given to the listed 3rd Party only for use in designing, developing, implementing and operation of the Participant's website listed below. Access codes are the sole responsibility of the Participant, and the Participant is responsible for the proper performance of the 3rd party. IDX Subscriber, 3rd Parties and Participant must comply with all the terms and conditions of SJCBR MLS Rules and Regulations.

9. REGISTRATION. IDX SUBSCRIBER shall provide SJCBR with the following information ("Registration Information") prior to obtaining access to the IDX Database: IDX SUBSCRIBER'S Office ID, e-mail address, phone number, fax number, and signature; the web site 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 SJCBR of any changes to the Registration Information immediately. If IDX SUBSCRIBER fails to notify SJCBR 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 SJCBR and IDX SUBSCRIBER shall apply where appropriate. Fees shall apply as detailed in the attached "Fee Schedule." Fees may change from time to time on January 1 of each calendar year.

Amended April 27, 2018

Page 4 of 15

QB Initials

AB Initials

Website Admin Initials

IDX Vendor Initials

Third Party Initials

SJCBR Initials

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

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. **All listings displayed pursuant to IDX shall identify the listing firm 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.**

12. **ENFORCEMENT.** SJCBR may perform periodic audits of IDX SUBSCRIBER'S Web Site. SJCBR and Participants may report violations or misuse of the IDX Database to SJCBR for investigation. If the investigation results in a finding of a violation, the matter will be brought to the attention of SJCBR's MLS Rules and Regulations Committee.

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 Rules and Regulations Committee 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 error in data or display made by SJCBR.

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 SJCBR and is confidential and proprietary in nature. IDX SUBSCRIBER warrants that he will not challenge, interfere with, or violate SJCBR's copyright in the IDX Database. 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 SJCBR 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. SJCBR shall not be held liable for any damages resulting from IDX SUBSCRIBER'S use of the IDX Database or IDX SUBSCRIBER'S Web Site. SJCBR shall not be responsible for any operational, technical, managerial, day-to-day control, or other matters concerning the operation of IDX SUBSCRIBER'S Web Site.

16. **NO WARRANTIES.** SJCBR makes no expressed or implied warranties hereunder including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. SJCBR's IDX Database, and FTP or RETS site are provided on an "as is," "as available" basis. Use of the IDX Database, and FTP or RETS site is at the sole risk of IDX SUBSCRIBER. SJCBR, its licensors, and third-party information suppliers do not warrant that SJCBR's IDX Database, and FTP or RETS site will be uninterrupted or error-free.

17. **CONTENT OF IDX DATABASE.** SJCBR, its licensors, and 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.** SJCBR, its licensors, and its third-party information suppliers do not warrant or guaranty that the content of the IDX Database complies with all fair housing laws and regulations. SJCBR shall not be responsible for reviewing the content of the IDX Database for compliance with fair housing laws and regulations.

Amended April 27, 2018

Page 5 of 15

QB Initials

AB Initials

Website Admin Initials

IDX Vendor Initials

Third Party Initials

SJCBR Initials

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

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. SJCBR 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 in the sole discretion of SJCBR, SJCBR shall provide IDX SUBSCRIBER with written notification at least sixty (60) days prior to the date on which the change is scheduled to occur.

21. **TERMINATION.**

- a. Upon termination for any reason of the Participation Agreement between SJCBR 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.
- b. This Agreement shall terminate upon IDX Subscriber's failure to comply or violation of any terms of this Agreement or of the MLS Rules and Regulations.
- c. This Agreement may terminate pursuant to the Sanctions provisions (Section 7.1) of the MLS Rules and Regulations.
- d. Upon the termination of this Agreement, IDX Subscriber's access shall be terminated, IDX Subscriber's password will be disabled, and IDX Subscriber's listings will be excluded from the IDX database.

22. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the state of New Mexico.

23. **Violations.** Violations of this Agreement shall be handled in accordance with the MLS Rules and Regulations.

24. **Modification.** This Agreement may not be modified, altered, changed, or amended except in a writing signed by both parties.

25. **Integration. This Agreement and the MLS Rules and Regulations constitute the entire agreement between the parties.**

IDX Subscriber / MLS Participant - Qualifying Broker Signature

IDX Subscriber - Associate Broker Signature

(In order for the Associate Broker to be able to receive the IDX Datafeed, this agreement requires the Qualifying Broker's Signature and approval.)

By: _____
San Juan County Board of REALTORS

Title: _____

Amended April 27, 2018

Page 6 of 15

QB Initials AB Initials Website Admin Initials IDX Vendor Initials Third Party Initials SJCBR Initials

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

EXHIBIT "A" PRICING SCHEDULE

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

PRICING SCHEDULE

IDX Data feed Set up fee:	\$100.00 per IP address
Access Fee:	For FTP Access or RETS Access, \$ -0- per month per IP address (2 maximum)
Display Fee:	\$ 15.00 per month per IP address
Service Charge	1.5% per month on all past due balances
Taxes:	All Applicable

Fine for not updating web site every twelve (12) hours: \$ 25.00

After 7 Days, access will be blocked, to reinstate access is: \$100.00

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.

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

EXHIBIT "B"
IDX LOGO AND IDX DISCLAIMER

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

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 a single Listing per screen, the IDX Logo must be displayed with the Listing on the screen, or if IDX Subscriber's Web Site includes multiple Listings per page, the IDX Logo must be displayed with each Listing on the 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 SJCBR, Inc. 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."

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement
EXHIBIT "C"
DISCLAIMERS AND COPYRIGHT LANGUAGE

Attached to and make a part of that certain AGREEMENT FOR INTERNET DATA EXCHANGE VENDOR, dated on or about _____, between SJCBR, Inc. and COMPANY.

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.

The information contained in this publication is subject to change without notice. SJCBR, INC. Makes no warranty of any kind with regard to this material, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. SJCBR, INC. Shall not be liable for errors contained herein or for any damages in connection with the furnishing, performance, or use of this material.

PUBLISHER'S NOTICE:

All real estate advertised herein is subject to the Federal Fair Housing Act, which Act makes 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.

SJCBR, 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.



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2510 E 20th St. Farmington, NM 87401 USA
Amended April 27, 2018 Page 9 of 15

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement
EXHIBIT "D"

Licensed Data Field For IDX Feature List For Residential Property Type

Attached to and made a part of that certain AGREEMENT FOR INTERNET DATA EXCHANGE VENDOR, dated on or about _____, between SJCBR, Inc and COMPANYY.

Licensed Data Fields For IDX Display

RESIDENTIAL PROPERTY TYPE-ACTIVE STATUS

REQUIRED FIELDS

PHOTO
 LISTING NUMBER
 TYPE
 PRICE
 STREET #, DIRECTION, ST. NAME,
 CITY
 # OF BEDROOMS
 # OF BATHROOMS
 FIREPLACE
 GARAGE
 STYLE
 SQUARE FOOT RANGE
 BASEMENT (YES OR NO)
 LISTING AGENT NAME
 LISTING OFFICE NAME
 LISTING OFFICE PHONE NUMBER

OPTIONAL FIELDS

AREA
 ZIP CODE
 EXISTING MORTGAGE
 LOT SIZE
 AGE
 MOBILE HOME TAXED AS
 LEGAL DESCRIPTION
 APPROXIMATE LOT SIZE
 APPROXIMATE TOTAL SQUARE FOOT
 BELOW GRADE AREA (BASEMENT)
 KITCHEN SIZE
 LIVING ROOM SIZE
 DINING ROOM SIZE
 DEN &/OR FAMILY ROOM SIZE
 MASTER BEDROOM SIZES
 2nd. BEDROOM SIZES

OPTIONAL FIELDS CONTINUED

3rd BEDROOM SIZES
 4th BEDROOM SIZES
 ESTIMATED TAXES
 ASSOCIATION CONDO FEES
 OTHER ROOMS AND SIZES
 TERMS
 DETAILS
 ZONING
 LIVING ROOM
 DINING ROOM
 KITCHEN
 KITCHEN FEATURES
 FAMILY ROOM
 MASTER BEDROOM
 LAUNDRY ROOM
 OTHER ROOMS
 INTERIOR FEATURES
 HEATING
 COOLING
 WATER HEATER
 UTILITIES
 BASEMENT / BELOW GRADE
 FLOORING FOUNDATION
 GARAGE
 PORCH / PATIO / DECK
 EXTERIOR FINISH
 ROOF
 EXTERIOR FEATURES
 OTHER AMENITIES
 FENCE
 SCHOOLS
 SCHOOL BUS ROUTE
 SIGN ON PROPERTY
 OWNER WILL SELL
 PUBLIC REMARKS

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement
EXHIBIT "D"

Licensed Data Field For IDX Feature List For LAND Property Type

Licensed Data Fields For IDX Display

LAND PROPERTY TYPE-ACTIVE STATUS
REQUIRED FIELDS

PHOTO
LISTING NUMBER
TYPE
PRICE
STREET #, DIRECTION, STREET NAME
CITY
ZONED
ZONED
SITE SIZE
LISTING AGENT NAME
LISTING OFFICE NAME
LISTING OFFICE PHONE NUMBER

OPTIONAL FIELDS Continued

TOPOGRAPHY
ROAD FRONTAGE
ROAD SURFACE
KIND: FARM / RANCH
OUTBUILDINGS
EQUIPMENT
FENCING
CROPS
TYPE SOIL
LOCATION
SURFACE WATER
WATER
SEWER
UTILITIES
SCHOOLS
SIGN ON PROPERTY
PUBLIC REMARKS

OPTIONAL FIELDS

AREA
ZIP CODE
EXISTING FIRST MORTGAGE
PRICE PER ACRE
LEGAL DESCRIPTION
LOT SIZE
ANNUAL TAXES
1ST ASSUMABLE
QUALIFY Y / N
MINIMUM DOWN
PAYMENT
BALANCE
INTEREST RATE
TERMS
DETAILS
IMPROVED W/ HOUSE OR M/H
WILL SELL
DOCUMENTS ON FILE
LOT IMPROVEMENTS
LOT LOCATION

Amended April 27, 2018

Page 11 of 15

QB Initials

AB Initials

Website Admin Initials

IDX Vendor Initials

Third Party Initials

SJCBR Initials

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement
EXHIBIT "D"

Licensed Data Field For IDX Feature List For **Multi-Family** Property Type

Licensed Data Fields For IDX Display

MULTI-FAMILY PROPERTY TYPE-ACTIVE STATUS

REQUIRED FIELDS

PHOTO
LISTING NUMBER
TYPE
PRICE
STREET #, DIRECTION, STREET NAME
CITY
NUMBER OF UNITS
LISTING AGENT NAME
LISTING OFFICE NAME
LISTING OFFICE PHONE NUMBER
NUMBER OF ONE BEDROOM UNITS
NUMBER OF TWO BEDROOM UNITS
NUMBER OF THREE BEDROOM UNITS
NUMBER OF BATHS

OPTIONAL FIELDS

AREA
ZIP CODE
AGE
EXISTING MORTGAGE
TOTAL LIVING AREA
LEGAL DESCRIPTION
LEGAL DESCRIPTION
LOT SIZE
GROSS MONTHS RENTS
GROSS SCHEDULED RENTS
TERMS

OPTIONAL FIELDS Continued

DETAILS

ZONING
DOCUMENTS ON FILE
CONDITION
TYPE TENANCY
PARKING
PARKING PER UNIT
NUMBER OF STORIES
CONSTRUCTION
ROOFING
FLOOR
HEATING
COOLING
APPLIANCES
UTILITIES/SERVICES INCLUDED IN RENT
UNIT FEATURES
AMENITIES (COMMON)
WATER & SEWER
MISCELLANEOUS
FLOOD ZONE A
SIGN
PUBLIC REMARKS

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement
EXHIBIT "D"

Licensed Data Field For IDX Feature List For **Commercial** Property Type

Licensed Data Fields For IDX Display

COMMERCIAL PROPERTY TYPE-ACTIVE STATUS

REQUIRED FIELDS

PHOTO
LISTING NUMBER
TYPE
PRICE
STREET #, DIRECTION, STREET NAME
CITY
ZONED
ZONED
LISTING AGENT
LISTING OFFICE NAME
LISTING OFFICE PHONE NUMBER

OPTIONAL FIELDS

AREA
ZIP CODE
EXISTING MORTGAGE
LEGAL DESCRIPTION
LEGAL DESCRIPTION
LOT SIZE
FRONTAGE
SQ FT IMPROVEMENTS
ESTIMATED TAXES
MONTHLY RENT
TERMS

DETAILS

IMPROVED W/ STRUCTURES USEABLE
WILL SELL
DOCUMENTS ON FILE
LAND STATUS
ROAD FRONTAGE
LOCATION
TYPE OF BUSINESS
PARKING
IMPROVEMENTS / CONSTRUCTION
NUMBER OF STORIES
AGE & CONDITION
CEILING HEIGHT

OPTIONAL FIELDS

FLOORS
WALLS
ROOF
COOLING
WALLS
ROOF
HEATING
COOLING
MISCELLANEOUS
MAIN WATER
UTILITIES AVAILABLE
SIGN ON PROPERTY
CONDITION
PUBLIC REMARKS

Amended April 27, 2018

Page 13 of 15

QB Initials

AB Initials

Website Admin Initials

IDX Vendor Initials

Third Party Initials

SJCBR Initials

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

Domain Name That IDX Data feed will be featured on:

CONTACT INFORMATION

PARTICIPANT:

Qualifying Broker Name: _____ (please print legibly)

Office Name: _____ Phone #: _____ Fax #: _____

E-Mail Address: _____

ASSOCIATE BROKER:

Associate Broker: _____ (please print legibly)

Cell Phone #: _____ E-Mail Address: _____

WEB SITE ADMINISTRATOR (Webmaster)

Company Name: _____ (please print legibly)

Technical Contact: _____ (please print legibly)

Company Website: _____

E-Mail Address: _____

Phone #: _____ Fax #: _____

IDX VENDOR Company Name: _____ (please print legibly)

Technical Contact: _____ (please print legibly)

Company Website: _____

E-Mail Address: _____

Phone #: _____ Fax #: _____

AUTHORIZED SIGNATURES

PARTICIPANT _____ DATE _____

(Qualifying Broker)

ASSOCIATE BROKER _____ DATE _____

WEBMASTER: _____ DATE _____

IDX VENDOR: _____ DATE _____

THIRD Party: _____ DATE _____

SJCBR, Inc. _____ DATE _____

If IDX is for an Associate Broker, the Qualifying Broker must also sign.

San Juan County Board of REALTORS®
IDX Internet Data Exchange Agreement

CONTACT INFORMATION continued.

THIRD PARTY

Company Name: _____ (please print legibly)

Technical Contact: _____ (please print legibly)

Company Website: _____

E-Mail Address: _____

Phone #: _____ Fax #: _____