



BrokerSM Reciprocity

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PUTTING BROKERS IN CONTROL OF THEIR LISTINGS ON THE WEB

Broker informational packet
& technical documentation

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TABLE OF CONTENTS

1	Executive summary.....	3
2	Quick start: 2 steps to Broker Reciprocity SM	4
3	Fees	5
4	Rules and regulations	5
5	Technical overview	12
6	How your brokerage can make the most of BR	12
6.1	Doing it yourself	13
6.2	Working with a web designer.....	13
6.3	Association sponsored web templates	13
6.4	Questions you should ask web site designers before signing up with them	13
7	Association-sponsored template programs	15
8	Sample disclosures.....	15
8.1	Mandatory disclosures.....	15
8.2	Additional recommended disclosures.....	16
9	Frequently asked questions (FAQ)	16
10	Technical implementation guide.....	19
	Appendix A – Broker Reciprocity SM logo use license and guidelines	21
	Appendix B - Broker Reciprocity fields.....	24
	Appendix C - Sample Customer Handout	30
	FORM: Adding/Dropping Broker Reciprocity SM	31
	CONTRACT: Access to Broker Reciprocity SM data feed	32

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1 Executive summary

WHAT IS BROKER RECIPROCITYSM?

Simply: 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 ReciprocitySM Subscribers" or "BRs", also known as Internet Data Exchange "IDX") can display all of each other's active and contingent listings. If you choose not to participate, no other broker will be permitted to display your listings. You can include your listings in the Broker ReciprocitySM database without even having your own web site. (See Section 9 – Frequently Asked Questions for an explanation why you would want to do this.)

WHY IS CNYIS MLS DOING BROKER RECIPROCITYSM?

The purpose of Broker ReciprocitySM is to empower REALTORS[®] to deal with the real estate consumer of the future. Among the objectives to which CNYIS MLS 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 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. Until Broker ReciprocitySM, they were not finding that information at broker-owned web sites. The sites with the best data, and from the consumer's perspective, that means the **most** data, were not controlled by REALTORS[®]. On the national front, the site with the most listings is REALTOR.COM, a production of RealSelect, a subsidiary of publicly traded HomeStore.com. Locally, consumers could find the most data on the web sites of CNYREALTOR.com and Syracuse.com.

Brokerage web sites can become the best source of listing data. If most brokers participate, the number of listings in the reciprocal database can easily reach and even exceed the number on other popular sites.

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, since many other sites are "cluttered" with non-listing content. As brokers become more innovative in offering on-line services, this will be a critical factor in their success.

HOW DOES MY FIRM PARTICIPATE IN BROKER RECIPROCITYSM?

Follow the instructions on the next page! (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 ReciprocitySM

STEP 1: BECOMING A BROKER RECIPROCITYTM SUBSCRIBER (BRS)

Being a BRS just means that you give all other BRSs permission to display your active and contingent listings on their web sites according to the Broker ReciprocitySM Rules and Regulations. (See Section 4 Rules and Regulations for details.) In so doing, you obtain permission from all other BRSs to display their active and contingent 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 were a participant in CNYIS MLS, you were automatically signed up. If you are a new participant in CNYIS MLS joining after the beginning of the Broker ReciprocitySM program, you will also automatically be signed up. **If you don't want to participate, you must fill out the form, "Adding/Dropping Broker ReciprocityTM," attached at the back of the packet.** If you do not fill out the form now, you can fill it out at any time later. Your data will stop appearing in the Broker ReciprocitySM Database the next business day.

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 ReciprocitySM data on your web site, you have to take four steps:

Sign CNYIS MLS "Access to Broker ReciprocitySM Data Feed" contract (attached at the back of this BR packet).

Get a web site (see Section 6 for advice on how and where, if you don't already have one).

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.

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.

3 Fees

There are fees to receive a data from CNYIS MLS. If you want a special interface to access the BR Data, CNYIS MLS will charge you for all costs to establish that interface including reasonable fees for CNYIS MLS staff time. The CNYIS MLS Board of Directors reserves the right to institute fees.

4 Rules and regulations

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

Access method: One mode of access is provided by CNYIS MLS for BRSs to retrieve the BR Database: FTP access. This is described more fully in the Technical Documentation. Any BRS intending to use any other method for downloading and updating the BR Database must seek approval of its method from CNYIS 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 any of CNYIS MLS's systems. The use of any other method also requires payment to CNYIS MLS of any costs it incurs to provide the access method, including reasonable fees for CNYIS MLS staff time.

Rules and regulations: Sections 18 and 19 of CNYIS MLS's Rules and Regulations contain provisions relating to BR. These provisions are reproduced in their entirety here. In many cases, explanatory remarks appear to the right of the rule provision:

RULE	EXPLANATION
<p>Section 18 – Broker Reciprocity:</p> <p>“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 contingent listings appearing in MLS on each other BRS’s Internet web site.</p> <p>The “Broker Reciprocity Database” is the current aggregate compilation of all active and contingent 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 on the listing contract.</p>	

RULE	EXPLANATION
<p>Section 19 Republication of Broker Reciprocity Database on Internet Permitted.</p> <p>A 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 CNYIS may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.</p>	<p>You need not display the whole BR Database. You may choose to display only listings in a particular price range, geographical area, or property type. You may also choose not to display the listings of certain of your competitors. If you plan to display only a subset of the BR Database, see Section 8 regarding recommended disclosures.</p>
<p>a. An Internet republication of another BRS's listing shall contain only those fields of data designated by CNYIS for this purpose. A BRS may display fewer fields if it chooses.</p>	<p>See Appendix C for a sample copy of a customer handout format. This is a display format that excludes certain listing information. The fields available are set forth in Appendix B. Note that 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.</p>
<p>b. Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listing by other Participants. This requirement can be met by maintaining an office of Internet presence from which Participants are available to represent real estate sellers or buyers (or both).</p>	
<p>c. The BRS shall update the information on its Internet web site at least weekly.</p>	<p>CNYIS MLS strongly encourages you to update your web site with fresh BR data DAILY. In the event you choose to update less frequently than daily, CNYIS MLS encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date. See Section 8 for a sample disclosure of this type.</p>

RULE	EXPLANATION
<p>d. A BRS may not modify or manipulate the data relating to another BRS's listing. (This is not a limitation on the design of the site but refers to the actual data.)</p>	<p>You can do anything you want to (consistent with the Code of Ethics and applicable law) with data relating to your own listings. You can do with other brokers' listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the BR Database from another BRS. This could conceivably include displaying other data alongside the other BRS's data. For example, if you geocode the listings on your site, and then tie demographic or other data to them, you will want to be cautious about displaying such data on the same screen as another BRS's listings. You should make efforts to distinguish the data you have supplied from the BR Database data. Segregating such data "geographically" on the screen and including a credit on the non-BR data (such as "Demographic data courtesy of ABC Title Company") would be good ways to accomplish this.</p>
<p>e. The CNYIS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Central New York Information Service, Inc, Broker Reciprocity Database must appear on the first page where any listing data is displayed.</p>	<p>See Section 8 for sample disclosure language. The CNYIS MLS-approved icon is available for download from CNYIS's web site at www.cnyrealtor.com. See CNYIS's MLS's web site for a sample page showing an appropriate disclosure. Note that such a disclosure must appear on the FIRST page where any BR data is displayed.</p>

RULE	EXPLANATION
<p>f. Any search result identifying another BRS's listing in a brief or "thumbnail" format shall bear the CNYIS-approved icon or the CNYIS-approved thumbnail icon immediately adjacent to the property information to identify the listing as an CNYIS listing. The CNYIS-approved icon shall be at least 95 pixels by 35 pixels. The CNYIS-approved thumbnail icon shall be at least 35 pixels by 35 pixels.</p>	<p>The CNYIS MLS-approved icon and CNYIS MLS-approved thumbnail icon are available for download from CNYIS's MLS's web site at www.cnyrealtor.com. See CNYIS MLS's web site at for a sample screen showing this requirement correctly implemented. CNYIS MLS interprets a thumbnail display as being no more than six horizontal lines of text and/or a photograph no more than 150 pixels high. Displays of more text or larger photos will move you into Subsection g. of the Rules and Regulations. If the CNYIS MLS-approved thumbnail icon is used, the disclosure required under subsection e. must indicate that both the CNYIS MLS-approved icon and the CNYIS MLS-approved thumbnail icon refer to listings of other BRSs. The provision relating to "contact information or branding" is designed to prevent the web-site-owning BRS's contact information and branding, and that of its agents, from appearing on other BRSs' listings. "Branding" refers to any marks or language referring to the web-site-owning BRS repeated in the thumbnail display of another BRS's listing. Any association of such information or branding with the listing data is a violation of this rule.</p>
<p>g. A thumbnail display of another BRS's listing may not include any contact information or branding of the BRS who owns the web site or any of its agents.</p>	
<p>h. A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, the logo of the listing broker or CNYIS-approved icon, and "buttons" providing links for other information.</p>	

RULE	EXPLANATION
<p>i. A search result producing a detailed display of another BRS's listing shall bear that BRS's name, the CNYIS-approved icon, and CNYIS's copyright notice immediately following the property information. The BRS's name, CNYIS-approved icon, and copyright notice shall be at least as large as the largest type size used to display the listing data.</p>	<p>CNYIS MLS interprets any display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels height as being a detailed display. The CNYIS MLS-approved icon is available for download from CNYIS MLS's web site at www.cnyrealtor.com. See CNYIS MLS's web site for a sample screen showing this requirement correctly implemented. See Section 8 for the required CNYIS MLS copyright notice.</p>
<p>j. A detailed display of another BRS's listing may not include any contact information or branding of the Participant who owns the web site or any of it's agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.</p>	<p>The prohibition on branding or contact information within the "body" of the listing data is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.</p>
<p>k. Any result identifying another BRS's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed."</p>	<p>In practice, you will want to display this disclaimer on your own listings as well, unless your legal counsel advises otherwise. See Section 8 for other language that satisfies this requirement.</p>

RULE	EXPLANATION
<p>i. Any Internet web site used for publication of the Broker Reciprocity Database or any portion thereof must be controlled by a BRS and advertised as that BRS's Internet web site.</p>	<p>This is an important limitation on third parties building sites for brokers. In order to participate in Broker Reciprocity™, a site must be marketed and branded as a broker's site. Consider this scenario: A company, "GopherRealtyOnline.com" (GRO) provides promotional services for brokers. You and two other brokers are BRSs and you all want GRO to build you web sites. It does so. So long as the web sites are most prominently identified with the brokerage firms, it's fine for GRO to have a notice at the bottom of every page that says "Powered by GopherRealtyOnline.com." But GRO must not "brand" any of these web sites in such a way as to suggest that GRO control it. For example, a big banner across the top of the page with GRO's name is a problem, even if it identifies your brokerage underneath.</p>
<p>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:</p> <ul style="list-style-type: none"> a. Monitoring the web site for signs that a third party is "scraping" data and b. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited. 	<p>This section places a burden on you and your web site host to monitor your web site. If it appears that a large number of hits is coming from a particular domain on the web and that these hits may be the result of an automated process designed to gather or "scrape" data from your web site for use somewhere else for a commercial purpose, you must notify CNYIS MLS.</p>

RULE	EXPLANATION
<p>n. If a BRS suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to the CNYIS immediately for investigation and action.</p>	
<p>o. A BRS must make changes to an Internet site necessary to cure a violation of CNYIS's Rules within five business days of notice from RMLS of the violation.</p>	<p>You must make corrections to your web site if CNYIS MLS determines that it is in violation on some point. CNYIS MLS reserves the right to discontinue the data feed you receive without further notice if you do not comply with this requirement. You may also be subject to fines from CNYIS MLS.</p>
<p>p. No portion of the Broker Reciprocity Database shall be used or provided to a third party for any purpose other than those expressly provided for in Section 12 and Section 19 of these rules.</p>	<p>This section expressly prohibits distribution of the BR Database or any portion of it for ANY purpose other than those expressly permitted by CNYIS MLS's rules and regulations. This includes distribution to other BRSs. In other words, a brokerage firm cannot sell access to the Broker ReciprocitySM Data to other brokers or any other businesses, whether or not they are participants in CNYIS MLS.</p>
<p>q. No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS's Internet web site.</p>	<p>If you take listings from consumers but do not put them into an MLS system they cannot appear on any thumb-nail display or as part of any search results with BR Database data. If the property in question appears in an MLS other than CNYIS MLS, it may be co-mingled. For example, ABC Realty, with offices in Minneapolis and Duluth, could display its Duluth listings on its BR site even though they do not appear in the Twin Cities MLS, provided that they appear in the Duluth MLS. Thus, if you serve a market area without an MLS, you must either enter such listings into an MLS in a market that has one, or you must not co-mingle those listings with BR Database listings.</p>

RULE	EXPLANATION
r. Any BRS using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by CNYIS.	CNYIS MLS requires that third parties gaining access to the BR Database sign the standard contract attached. Providing an MLS password to an unauthorized recipient is a serious violation of CNYIS MLS's rules, punishable by a fine of \$1,000 for each such violation.
s. Any BR website must be under the control of a single BRS.	

5 Technical overview

One method has been designed to provide access to the Broker ReciprocitySM Data for BRSs. See the Technical Documentation for complete information. This method is an FTP site. (FTP is Internet lingo. It stands for File Transfer Protocol. It's the way that a client computer – like your PC – downloads a whole file from a host.) In order to use the FTP site, you will need an ID and password assigned by CNYIS MLS. To initiate FTP access, you need to fill out and send to CNYIS MLS the contract at the end of this document. CNYIS MLS will verify the necessary information and send you the ID, password, and what's called an FTP address. If you don't understand all this, that's a sure sign you should be working with a consultant or web design firm to put this data on your site.

Seconded method is Interealty's hosted listing search engine (CNYREALTOR.com). The search engine is easily incorporated into existing broker Web sites through member-specific URLs (links) that CNYIS assigns and administrates. The search engine can be "framed" to appear directly within an existing Web site, or it can be displayed in a separate browser that pops up on demand, i.e., when a consumer clicks a Search button in the broker Web site.

Third method is Listings Gateway through REALTOR.com. This method integrates REALTOR.com content within the MLS's Web site. A URL is provided to the MLS that creates a Gateway from the MLS's Web Site to the local or regional search pages on REALTOR.com.

For more information and pricing on any of the three methods, contact Denise Yerdon at the Association offices at 315-457-5979 or by email denisey@twcny.rr.com.

6 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. There are several ways to get one. CNYIS MLS has identified third parties that are qualified to assist you in developing a web site for your firm. ([See](#) Section 7 for details.)

Use your imagination! This is the really important part of Broker ReciprocitySM. If you can think of a way to provide an innovative service to consumers using BR data, try it out (so long as it doesn't break the rules). Ideas that have been tried on other real estate web sites include:

Gathering consumers' e-mail addresses and property interests and sending them periodic update on new listings that match their criteria.

Allowing consumers to perform a mortgage payment calculation using the list price for the listing they are looking at.

Allowing consumers to save listings to their “favorites” folders, so they can get back to favored listings quickly on subsequent visits. (Note that you cannot continue to show consumers a listing after it is sold. If a consumer tries to view a “favorite” listing that has since gone off the market, your site must inform her that the listing is no longer available. That’s a good time to suggest that she call your firm to find out what happened to the listing. Maybe it just expired or was cancelled.)

Services brokers may investigate in the future include automated brokerage, loan application, and others. Note that the regulatory climate surrounding such services is still being determined. As the rules are clarified, you’ll have a leg up on your competitors if you already have a robust web site with BR Data.

6.1 Doing it yourself

If you are a fairly sophisticated designer of web sites, and particularly if you have experience building, maintaining, and accessing databases on the web, you may want to build your own BR web site. Refer to Section 10 – Technical Implementation Guide.

6.2 Working with a web designer

Most brokers do not possess the resources or staff required to perform the tasks identified in the Technical Documentation. If you want the maximum amount of control over how your web site looks and works, you will want to engage a web site design and maintenance firm. They will use the instructions provided in the Technical Documentation to build a web site for you according to your specifications. This could cost you anywhere from one hundred to several thousand dollars per month.

6.3 Association sponsored web templates

For more information about this option, see Section 7.

6.4 Questions you should ask web site designers before signing up with them

CNYIS MLS strongly advises you to ask questions, many questions, before signing up with any web site provider, including the template providers identified in Section 7. The questions you ask at the beginning of the process will go a long way toward preventing disputes down the road. Before you contact any web site designer, look at other Broker ReciprocitySM web sites. Use them as you would imagine a consumer using them. Because your competitors’ web sites are available to you 24 hours a day, you have an unusual opportunity to see what they’re doing before choosing your own course. If you can’t or won’t search the web yourself, have a few agents in your office do it. Have them report back to you on features they think are valuable.

Before you begin discussions with a web designer, ask for the web addresses of other brokerage sites they have built. While nothing prevents you working with a designer that has no previous Broker ReciprocitySM experience, you may find it more economical to work with one who has.

Here are a few important questions to ask web site designers. This list is not exhaustive. Use your business common sense.

What is 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.

Can I integrate the Broker ReciprocitySM 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 ReciprocitySM piece into that existing site. If you want to keep your existing

designer, have him/her contact other designers who have Broker ReciprocitySM experience and help you select one who is best for you.

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 ReciprocitySM 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 hate 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? Any phone? How much? If you are accustomed to face-to-face or telephone customer service, you may find it harder to find among web site designers. They are creatures of e-mail. 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:

Change an agent name

Add a link

Add a banner

Add a web page

Will the vendor display all photos on each listing, or just the main photo?

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, LLC? Who will deliver on the promises the salesperson makes if that salesperson leaves? It’s important here, as in every business deal, to know whom you are dealing with.

What is vendor's experience web-based databases, real estate web sites, etc., and with whom 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 hate slow web sites).

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

Where is the designer located and how will you communicate with them?

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

Encourage the designer to contact CNYIS MLS. You may encourage the vendor to contact the CNYIS MLS to talk about what's entailed in a Broker ReciprocitySM web site if they have any questions. They will provide better cost estimates if they know more about MLS's systems and the rules and regulations of the program.

7 Association-sponsored template programs

Sponsored template is CNYREALTOR.com hosted by Interealty.

8 Sample disclosures

8.1 Mandatory disclosures

These disclosures are required. With the exception of the copyright notices, the examples that appear here are merely suggestions. If you use these suggestions, you will be assured of compliance with applicable provisions of CNYIS MLS's rules. But you may use language of your own choosing so long as it achieves the same objectives.

8.1.1 Explanation of data source: Under Section 19.e of CNYIS MLS's Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating the source of BR Database data on your site. The following disclosure, appearing alongside the CNYIS MLS-approved logo for Broker ReciprocitySM will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Broker ReciprocitySM Program of the Central New York Information Service Inc. Multiple Listing Service. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the Broker ReciprocitySM logo or the Broker ReciprocitySM thumbnail logo (a little black house) and detailed information about them includes the name of the listing brokers."

8.1.2 Accuracy disclaimer on other BRSs' listings: Under Section 19.h. of CNYIS MLS's Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating that data from other BRSs is "deemed reliable but not guaranteed." Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative. Some examples of acceptable alternatives:

Verbose, but more explanatory: "The broker providing these data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase decision."

Slightly shorter one: "Listing broker has attempted to offer accurate data, but buyers are advised to confirm all items."

8.1.3 Copyright notice: Under Section 19g. of CNYIS MLS's Rules and Regulations (see Section 4 above), your web site must display CNYIS MLS's copyright notice on any detailed listing data of another BRS. **This notice must appear exactly as in one of these two options:**

Option A: “Copyright nnnn Central New York Information Service, Inc. All rights reserved.” [Where nnnn is the current year.]

Option B: “© nnnn Central New York Information Service, Inc. All rights reserved.” [Where nnnn 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.”

8.2 Additional recommended disclosures

8.2.1 Less than all the BR Database: If you choose to display less than the entire BR Database, it is probably wise to disclose this on the web site. For example, a BRS may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A BRS may even choose to exclude listings of some of its competitors. A disclosure is advisable because: 1) The BRS may be advertising the web site as “the most complete compilation of houses for sale on the Internet”; if the BRS is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture. 2) If the BRS excludes listings without disclosing to consumers, savvy consumers will note discrepancies between BRS web sites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in CNYIS MLS’s Broker ReciprocitySM program, allowing us to display other broker’s listings on our site. However, [firm name] displays only [listings in Onondaga County][only condominium listings][exceptional properties (with list prices above \$500,000)].”

“[Your firm name] does not display the entire CNYIS MLS Broker ReciprocitySM database on this web site. The listings of some real estate brokerage firms have been excluded.”

8.2.2 Update frequency: If you choose to update data on your site less frequently than daily, CNYIS MLS advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a “Data last updated: xx/xx/xx” on the search page would be effective. This may be wise even if you *do* update daily. If you download a listing record on Monday, the property sells on Tuesday, and you don’t update the data until the next Monday, the property will show as available on your site for five days during which it is not available. CNYIS MLS recommends that you disclose to consumers the frequency of data updates. For example:

On the data search page: “This data is updated weekly on Saturday nights. Some properties which appear for sale on this web site may subsequently have sold and may no longer be available.”

On the results page: “This data up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address].”

9 Frequently asked questions (FAQ)

9.1 Can Agents have BR Web Sites?

Since the introduction of Broker ReciprocitySM, there have been quite a few questions about agent web sites working with the program. Here is the only way that an agent can have a Broker ReciprocitySM web site:

1. The agent’s brokerage firm must be contributing its listings to the program.
2. The agent’s brokerage firm must have a Broker ReciprocitySM web site of its own.
3. The agent’s web site must frame or “gateway” into the brokerage’s web site. That is, the Broker ReciprocitySM data can only be hosted on the brokerage’s web site.

4. The agent may “co-brand” the web site so that she shares branding with her broker.
5. The agent must have the brokerage’s permission to frame its web site.
6. 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. The brokerage’s branding must be equal to or larger than the agent’s branding.

If you have questions about how to co-brand a Broker ReciprocitySM web site with a brokerage web site, please contact Denise Yerdon at the Association office and refer to NYS DOS for any other guidelines an agent of a broker must remember.

SHOULD I CONTINUE TO SEND MY LISTINGS TO OTHER WEB SITES LIKE THE NEWSPAPERS AND REALTOR.COM?

That’s a business decision you have to make for yourself. Some brokers feel their listing data is being used by third party web sites to draw consumers away from the brokerage community. Others feel that the exposure available from such web sites is well worth any purported loss of control of the data. You should examine this situation carefully and decide for yourself.

WHAT HAPPENS IF SOMEONE ABUSES BR?

If CNYIS MLS finds that a BRS is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails, he or she will be fined and possibly even suspended from CNYIS MLS.

WHY WOULD I WANT TO ALLOW OTHER BROKERS TO DISPLAY MY LISTINGS ON THEIR WEB SITES?

This is a great question. 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 ReciprocitySM. If you currently provide your listing data to one or more local or national web sites on the theory that more exposure is better, why wouldn’t you want your listings exposed on other brokers’ web sites?

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 Broker ReciprocitySM web sites when the listings of other brokers do.

WHY WOULD I WANT TO DISPLAY OTHER BROKERS’ LISTINGS ON MY WEB SITE?

Because by displaying the complete MLS inventory of active and contingent listings, you are providing a service to consumers that can help keep them coming to your web site. If you want to be able to sell services on-line, you need a way to keep consumers at your site once they get there. (Industry folks refer to this as having a “sticky” site – the “stickier,” the better.)

WILL THIS ALLOW BIG BROKERS TO HAVE MORE SUCCESSFUL WEB SITES? WILL THIS MAKE LITTLE BROKERS LOOK LIKE BIG BROKERS?

Brokers will get out of Broker ReciprocitySM whatever they put into it. Very large brokerages may have more money to put into their web sites. They may spend more marketing dollars to get consumers to visit their sites. But small firms that focus on Internet strategies and marketing may be able to look as “big” on the Internet as their much larger competitors. Broker ReciprocitySM is designed to make *all* broker sites

more attractive to consumers. CNYIS MLS can only give you the tools. What you make with them is up to you.

WILL CONSUMERS CALL THE LISTING AGENT ON LISTINGS BELONGING TO OTHER BRSs?

Maybe. The listing firm's name has to appear on any detailed display of data for listings that don't belong to you. You cannot display the listing agent's name. (This isn't true with regard to your own listings. See the question below about agent links.) 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 phenomenon is also just as likely to benefit you, as your name appears on your listings on other brokers' web sites.

WHAT DATA WILL CONSUMERS SEE? WHAT PROPERTY TYPES, STATUSES, DATA ELEMENTS, ETC.?

BRSs may only display active and contingent listings. They may display any or all of CNYIS MLS's seven property types. They may display only the data fields that have been chosen to display on any web site.

HOW DO I KNOW SOME AGENT FROM ANOTHER OFFICE WON'T END UP ADVERTISING MY HOT NEW LISTING AS HER OWN?

You don't. But it would be just as much a violation of the Rules under Broker ReciprocitySM as it was previously. Such an act would violate the Code of Ethics and state real estate 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. It need not do so. This is a matter to be determined between the BRS and her agents. A BRS cannot display agent information on the listings of other BRSs.

WHAT KIND OF ADVERTISING FOR OTHER SERVICES OR COMPANIES CAN BROKERS HAVE ON THEIR WEB SITES WITH BR DATA?

Anything that will not violate CNYIS MLS's rules or procedures regarding BR. This means that if your firm puts up a web site hosting the BR Data, you may sell advertising space 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 for your real estate firm. See Rule 19.i.. 2) The advertising must not jeopardize the goodwill of CNYIS 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.

DO I NEED A WEB SITE?

What do you think? CNYIS MLS is providing the greatest flexibility so you can compete in an increasingly complex industry. But CNYIS MLS cannot compete for you. You must decide what your own business strategy is and whether Broker ReciprocitySM and a web site with BR Data would support that strategy.

10 Technical implementation guide

OVERVIEW

Purpose of this section

This Technical Implementation Guide is designed to provide information to the technical advisors and contractors of brokers participating in CNYIS MLS, so that they may incorporate the Broker ReciprocitySM program into those brokers' 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 CNYIS MLS and the Broker ReciprocitySM program, which you are assisting in developing a web site. **To the extent that this section supplements CNYIS's Rules and Regulations relating to Broker ReciprocitySM, it is a statement of CNYIS's policy regarding such matters.**

Definitions and purpose of Broker ReciprocitySM

"Broker ReciprocitySM" is a means by which each MLS participant subscribing to the program (the "Broker Reciprocity Subscriber" or "BRS") permits the display of its active and contingent 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 contingent 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 on the listing contract. (CNYIS Rules and Regulations, Section 18.) The goal of the Broker ReciprocitySM ("BR") program is to permit participants in the CNYIS MLS, i.e., real estate brokers, to display the most complete set of data regarding listings for sale on their own web sites.

Opting into the pool

Your client is assumed be a BRS unless it submits a request not to be included on a form supplied by CNYIS. (See the form titled Adding/Dropping Broker ReciprocitySM at the end of this document.) 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 CNYIS MLS (See the CONTRACT at the end of this document.); and

Abides by the CNYIS MLS Rules and Regulations relating to BR set forth in this document as well as periodic policy statements promulgated by CNYIS 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 whose principal business is the brokerage of residential real estate to display the most complete, accurate, and up-to-date compilations of listing information on their own web sites. **Any use for any other purpose is STRICTLY PROHIBITED; CNYIS 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.**

RULES OF THE ROAD

For the best results CNYIS MLS recommends that you review this entire Broker Informational Packet for further details, particularly regarding rules and regulations and disclosures that should appear on your client's web site if she is a BRS. The most recent version of this document is always available on CNYIS MLS's web site, www.cnyrealtor.com.

Access methods

Different modes of access provided by CNYIS MLS for BRSs to retrieve the BR Database: FTP access, Interealty Search Links and Listing Gateway. Any BRS intending to use any other method for downloading and updating the BR Database must seek approval of its method from CNYIS 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 any of CNYIS MLS's systems. The use of any other method also requires payment to CNYIS MLS of the BRS data feed fees it has established.

Rules and regulations

Sections 18 and 19 of CNYIS MLS's Rules and Regulations contain provisions relating to BR. These provisions are reproduced in Section 4 of this document. **Your client will be held responsible for any failure on your part to comply with those rules; CNYIS MLS therefore suggests very strongly 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 and CNYIS MLS. See the CONTRACT at the end of this document for details. **You must sign such a contract for each broker for whom you provide services.** (If you do not, you may lose access to the BR data if one of your client's leaves CNYIS MLS or ceases to participate in the BR program.)

Mandatory and recommended disclosures

The rules and regulations require certain mandatory disclosures. See Section 8 of this document for suggested forms for the disclosures.

Appendix A – Broker ReciprocitySM logo use license and guidelines

On the following page is the official Broker ReciprocitySM 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.

Intro: BRSs can use the BR service mark/logo (the “Logo”). This policy only controls the use of the Logo (not real estate firm logos, etc.).

You have to be an MLS subscriber and a BRS to use the Logo.

You can’t modify the Logo without CNYIS’s permission.

You have to show CNYIS how you’re using the Logo if we ask.

Regional Multiple Listing Service is the owner of the Logo – period.

You have to be doing business legally and in compliance with CNYIS rules to use the Logo.

If we’re sued because of your use of the Logo, you reimburse us for defense costs and damages.

If you stop being a BRS or MLS subscriber, or if we tell you you’re violating this policy, you must immediately stop using the Logo.

If you aren’t authorized to use the Logo any more, CNYIS can require that you recall and destroy any materials on which the Logo appears.

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.)

If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs. You agree that we can get an injunction against you, if necessary.

CNYIS MLS Policy Statement

USE OF BROKER RECIPROCITY LOGO/MARK

The RMLS 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 the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant ("Subscriber") in the CNYIS Broker Reciprocity Program (the "Program") and each member of CNYIS 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 CNYIS.
2. The Mark shall be used only in the exact form authorized by CNYIS, without any alteration, addition, deletion or other modification in design or color.
3. The Subscriber shall from time to time, upon request of CNYIS, provide CNYIS 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 bylaws and rules and regulations of CNYIS, 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 CNYIS 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 CNYIS 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 CNYIS, or upon written notice by CNYIS 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. CNYIS may demand that the Subscriber recall and destroy goods and marketing materials bearing the Mark. CNYIS 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. CNYIS 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, CNYIS 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.

Extra room 3 width	X3DW	1,2,8
Extra room 4 length	X4DL	1,8
Extra room 4 level	X4L	1,8
Extra room 4 name	X4N	1,8
Extra room 4 width	X4DW	1,8
Family Room Length	FRDL	1,5,8
Family Room Level	FRL	1,5,8
Family Room Width	FRDW	1,5,8
Farm Type	FTP	5
Fee Includes	FEI	2
Fence	FEN	5
Finished Square Feet	FSF	1,2,5,6,8
Fire Number	FRN	5
Fireplace	FP	1,2,3,5,8
Fireplace-location	FPL	1,3,5,6,7,8
Fireplace-Unit 1	FP1	3
Fireplace-Unit 2	FP2	3
Foundation	FSZ	1,2,5,6,8

Size		
Front Dimensions	FRD	7
Fuel	FUE	1,2,5,6,8
Fuel-Unit 1	FU1	3
Fuel-Unit 2	FU2	3
Full Baths	FBT	1,2,3,5,8
Garage	GAR	1,5,8
Garage-Unit 1	GA1	3
Garage-Unit 2	GA2	3
Heating	HEA	1,2,5,6,8
Heating-Unit 1	HE1	3
Heating-Unit 2	HE2	3
High Range Price	HRP	8
Homesite Description	HSD	1,2,3,5
Homesite Year	HSY	1,2,3,5
House Number	HSN	all
Improvements	IMP	7
Included in Price	IIP	8
Included in Price-2	IIP2	8
Inclusion	INC	6,7

ons		
Inclusions 1	IN1	1,2,3,5
Inclusions 2	IN2	1,2,3,5
Kitchen Length	KTDL	1,2,5,8
Kitchen Level	KTL	1,2,5,8
Kitchen Width	KTDW	1,2,5,8
Kitchen-Unit 1 length	KT1L	3
Kitchen-Unit 1 width	KT1W	3
Kitchen-Unit 2 length	KT2L	3
Kitchen-Unit 2 width	KT2W	3
Lake Name	LNA	all
Lake Waterfront	LAK	all
Left Dimensions	LFT	7
List Date Received (no display)	LDR	all
List Number	LN	all
List Office	LO	all
List Price	LP	all
Listing Agent	LAG	all

Living rm-Unit 1 length	LR1L	3
Living r-Unit 1 width	LR1W	3
Living rm-Unit 2 length	LR2L	3
Living rm-Unit 2 width	LR2W	3
Living Room Length	LRDL	1,2,5,8
Living Room Level	LRL	1,2,5,8
Living Room Width	LRDW	1,2,5,8
Lot Dimensions	LOT	1,2,3,5,6,8
Lot Price	LPR	8
Low Range Price	LRP	8
Major Area	MAR	all
Map Coordinate Y	MPY	all
Map Page X	MPX	all
Master Bedroom Bath	MBT	1,2,3,5,8
Minimum Lot Size	MNL	7
Miscell. Annual Inc	MSA	6
Miscell. Monthl	MSM	6

y Inc		
Miscellaneous	MIS	2,6
Model Location	MLO	8
Monthly Rent Unit 3	MR3	6
Monthly Rent Unit 4	MR4	6
Monthly Rent Unit 5	MR5	6
Monthly Rent Unit 6	MR6	6
Monthly Rent Unit 7	MR7	6
Monthly Rent-Unit 1	MR1	3,6
Monthly Rent-Unit 2	MR2	3,6
Municipality	MUN	all
Number Efficiencies	NE	6
Number Lots	NLO	8
Number of Half Baths	HBT	1,2,3,5,8
Number of Units 1	NU1	6
Number of Units 2	NU2	6
Number of Units 3	NU3	6
Number of	NU4	6

Units 4		
Number of Units 5	NU5	6
Number of Units 6	NU6	6
Number of Units 7	NU7	6
Number Ranges	NRA	6
Number Refrigerators	NRE	6
Number Rooms Unit 1	N1	6
Number Rooms Unit 2	N2	6
Number Rooms Unit 3	N3	6
On Site Utilities	OSU	7
Out Buildings 1	OB1	5
Out Buildings 2	OB2	5
Owner Expenses	OEX	6
Owner Occupied	OOC	3
Parking	PRK	2,6
Pasture Acres	PAS	5
Pets	PET	2

Plat Recorded	PLA	8
Property type	TYP	all
Property type	PTY	8
Quarter Baths	QBT	1,2,3,5,8
Rear Dimensions	RER	7
Restrict/Conv enants	RCV	8
Restrictions	RST	7
Right Dimensions	RIT	7
Road Frontage	ROD	7
Roof	ROF	6
Sale Includes	SIN	6
School district number	SDN	all
School district phone	SDP	all
Sewer	SEW	1,3,5,6,8
Soil Type	SOL	5
Special Rooms -Unit 1	SS1	3
Special Rooms -Unit 2	SS2	3
Special Search	SPS	1,2,5,8
Square Ft-Unit 1	SF1	3
Square	SF2	3

FT-Unit 2		
Status	ST	all
Status of Property	STA	8
Street Name	STR	all
Style	STY	all
Subarea	SUB	all
Tax Description	TXD	all
Tax with Assessments	TWA	1,2,3,5,6,7,8
Tax Year	TXY	all
Taxes	TAX	1,2,3,5,6,8
Tenants Expense	TX	6
Tillable acres	TIL	5
Topography	TOP	5,7
Total Annual Expense	TE	6
Total Annual Expenses	TEX	6
Total Annual Inc 1	AN1	6
Total Annual Inc 2	AN2	6
Total Annual Inc 3	AN3	6
Total Annual Inc 4	AN4	6

Total Annual Inc 5	AN5	6
Total Annual Inc 6	AN6	6
Total Annual Inc 7	AN7	6
Total Annual Income	TAI	6
Total Baths	TBA	1,2,3,5,8
Total Baths-Unit 1	TB1	3
Total Baths-Unit 2	TB2	3
Total Expenses-Unit 1	TE1	3
Total Expenses-Unit 2	TE2	3
Total Monthly Income	TMI	6
Total number of Units	TU	6

Total Rooms-Unit 1	TR1	3
Total Rooms-Unit 2	TR2	3
Unit number	UNI	2,3
Update Date (no display)	UD	all
Utilities	UTL	6
Utilities-Unit 1	UT1	3
Utilities-Unit 2	UT2	3
Water	WAT	1,3,5,6,8
Water Available	WAV	5
Wooded Acres	WOD	5,7
Year Built	YBL	1,2,3,5,6
Zip Code	ZIP	1,2,3,5,6,7,8
Zone	ZONE	5
Zoning	ZN	7
Zoning	ZON	6

Appendix C – Sample Customer Handout

FORM: Adding/Dropping Broker ReciprocitySM

This form permits you to opt in or out of the Broker ReciprocitySM program. If you opt in, you are considered a Broker ReciprocitySM Subscriber (BRS). Becoming a BRS does not cost you anything, 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 CNYIS MLS's *Broker ReciprocitySM: Broker Informational Packet* for further details. **This form must be filled out completely and signed by the Designated Broker for your office. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to CNYIS, 1020 7th North Street, Suite 140, Liverpool, NY 13088, Fax: 315-457-5884.

Firm Name: _____ Firm MLS ID: _____

Designated Broker: _____ Broker MLS ID: _____

E-mail address: _____

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

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Should this form apply to any other offices of your firm? If so attach a separate page with a list of the offices to which this form should apply.

CHECK ONE OF THESE TWO BOXES. By so doing, you are agreeing to the understandings indicated next to it.

MY FIRM IS A BROKER RECIPROCISMTY SUBSCRIBER. I understand that I am hereby giving every other Broker ReciprocitySM Subscriber in CNYIS MLS permission to advertise my active and contingent MLS listings on its own web site, subject to the Rules and Regulations of CNYIS MLS. Other BRSs are not obliged to display my listings. I authorize CNYIS MLS to distribute my active and contingent listing data to other Broker ReciprocitySM Subscribers pursuant to its Rules and policies.

MY FIRM IS NOT A BROKER RECIPROCISMTY SUBSCRIBER. I understand that this means that other Broker ReciprocitySM 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 ReciprocitySM program of CNYIS MLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the Designated Broker for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above (if any).

Signature: _____

CONTRACT: **Access to Broker ReciprocitySM data feed**

Note: This form is a legally binding contract between you and CNYIS MLS. Simultaneously or prior to submitting this form/contract, you must become a Broker Reciprocity Subscriber (BRS). See CNYIS MLS's *Broker Reciprocity: Broker Informational Packet* for further details. **This form/contract must be filled out completely and signed by the broker/owner of your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to CNYIS at 1020 7th North Street, Suite 140, Liverpool, NY 13088, Fax: 315-457-5979. CNYIS MLS will sign the form/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 Central New York Information Service, Inc. Multiple Listing Service. ("**CNYIS**"), the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" (the "**Firm**"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "**the Consultants**"), if any.

RECITALS

2. Firm wishes to obtain, and CNYIS wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in CNYIS. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, 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.

Broker Reciprocity Database or BR Data: The current aggregate compilation of all active and contingent 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 on the listing contract. CNYIS owns the BR Data.

Broker Reciprocity Subscriber or BRS: A Subscriber who gives permission to other Subscribers to display its active and contingent listings on their web sites in return for their permission to advertise their listings on its web site.

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

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from CNYIS directly.

Subscriber Data: Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Subscribers and Affiliated Associations, entered into the Interealty System by Subscribers, the Affiliated Associations, and CNYIS. CNYIS owns the Subscriber Data.

CNYIS'S OBLIGATIONS

4. During the term of this Agreement, CNYIS grants to Firm a license to:
 - a. display the BR Data on Firm's web site, and
 - b. make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Firm's web site.
5. During the term of this Agreement, CNYIS agrees to provide to Firm and its Consultants:
 - a. access to the BR Data via the Internet using File Transfer Protocol ("**FTP**"), under the same terms and conditions CNYIS offers to other Subscribers;
 - 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 Rules.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges CNYIS's ownership of the copyrights in the Subscriber Data and the BR Data.
8. Firm shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm desires to make the BR Data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
10. If CNYIS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that CNYIS may seek cure from the Consultants, or any one of them.
11. Firm shall notify cNYIS within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

12. If CNYIS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, CNYIS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with CNYIS and act immediately upon notification by CNYIS of an uncured breach by Firm.

13. Each Consultant acknowledges CNYIS's ownership of the copyrights in the Subscriber Data and the BR Data.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify CNYIS 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 CNYIS or designated "confidential" by CNYIS and not generally known to the public, that Firm 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 Subscriber 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. IP addresses, access codes and passwords; and
 - f. any information that CNYIS obtains from any third party that CNYIS treats as proprietary or designates as Confidential Information, whether or not owned or developed by CNYIS.
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 CNYIS, to the extent of such consent;
 - d. becomes known to the Receiving Party from a source other than CNYIS 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 CNYIS; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to CNYIS prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with CNYIS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by CNYIS.

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 CNYIS 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 own 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 CNYIS. If CNYIS 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 CNYIS's prior written consent. In the event CNYIS 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) days of the end of the term of this Agreement or receipt of notice of termination by CNYIS, the Receiving Party will return to CNYIS all Confidential Information and all other materials provided by CNYIS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of CNYIS, an officer of the Receiving Party will certify in writing that all materials have been returned to CNYIS and 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 "CNYIS Information and Signature Page" below. CNYIS has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
 - a. CNYIS's notice to Firm that this Agreement is terminated.
 - b. Firm's notice to CNYIS that it no longer intends to display BR Data on its web site.
 - c. Termination of Firm's privileges as a Subscriber either by CNYIS or the Affiliated Association from which Firm purchases Multiple Listing Services.

GENERAL PROVISIONS

25. **Survival of Obligations.** The obligations of Firm set forth under “Firm’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.
26. **CNYIS’s Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that CNYIS 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 CNYIS for a breach. CNYIS 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 Firm or Consultants or any one of them, without showing or proving any actual damages sustained by CNYIS.
27. **Attorney’s fees.** If CNYIS 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 CNYIS’s reasonable attorney’s fees and costs for such legal action.
28. **Limitation of Liability.** CNYIS’s liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to CNYIS, if any, under this Agreement. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. CNYIS shall not be liable for any incidental or consequential damages under any circumstances, even if CNYIS has been advised of the possibility of such damages. CNYIS shall have no liability for inaccuracies in the BR Data or the Subscriber 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.** Neither Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of CNYIS.
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 Rules are expressly incorporated into this Agreement by reference.
33. **Applicable law.** This agreement is to be followed by the laws of the State of New York.

[The remainder of this page is left blank intentionally.]

CNYIS Information and Signature

Entered into on behalf of CNYIS by

Signature

Print Name

Effective Date

This box is for CNYIS's use only. CNYIS will fill out the information in it after signing this Agreement. CNYIS will then return a copy of this Agreement to Firm and Consultants. The contents of this box are Confidential Information under this Agreement.

FTP URL: _____

FTP User ID: _____

FTP Password: _____

Consultants Identified: _____

Consultant(s) Name(s): _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____

Firm Information and Signature

Firm Name: _____ Firm MLS ID: _____

Designated Broker Name: _____ Broker MLS ID: _____

E-mail address: _____

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

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Entered into on behalf of Firm by

Signature

Print Name

Title

Consultant Information and Signature

NOTE TO FIRM: Reproduce this page for each individual/company 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 CNYIS's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: _____

Consultant City, ST, 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 CNYIS and every real estate broker to which you provide services. If you sign only one and that Firm's access to the BR Data is terminated, you will not be able to get the data for your other clients.