



**Idyllwild Association of Realtors**

Att: Kat Wilson (Association Executive)  
P.O. Box 1815 – Idyllwild, CA 92549  
Office: (951) 659-2345  
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**Licensee/Consultant  
MLS Data RETS Content License Agreement**

This MLS data content license agreement (“Agreement”) is made and entered into by: **Idyllwild Association of Realtors** (“Licensor”) and \_\_\_\_\_ (“Primary Licensee”) including all companies/individuals whose names and contact information appear on the signature page of this agreement as Licensee/Consultant (collectively “Licensee”), and shall continue indefinitely until canceled by either Party.

Licensor is the MLS Entity which controls the **Idyllwild MLS Service** (“MLS”) which operates an MLS Service in and around the around the communities of Idyllwild, Mountain Center, and Pine Cove, California using the RealtyPro MLS® service provided by RealtyPro Solutions.

Whereas Licensor owns and/or controls the rights to the MLS data (subject to its bylaws) and desires to grant non-exclusive access of certain MLS data to Licensee under certain terms and conditions; and whereas Licensee desires to access and use said MLS data in compliance with such terms and conditions in order to provide products and/or services to member participants of the MLS; now therefore, both parties hereby agree as follows:

**1. RETS DATA ACCESS:** Licensor shall provide access of certain MLS Data to Licensee by providing login credentials to a server/system using the Real Estate Transaction Standard (“RETS”) framework. The criteria of available data is subject to MLS rules, policies, and procedures. Licensee hereby agrees and confirms that all data obtained from the RETS data feed will only be used, displayed, and or transferred in accordance with all of the terms of this Agreement. If Licensor deems (at Licensor’s sole discretion) that Licensee has violated any of the terms of this Agreement, Licensor may cancel this agreement and/or deny access to the RETS data feed without advanced notice and until such time as Licensor deems appropriate.

**2. INTENDED USE:** Licensee hereby agrees to disclose to Licensor all intended and actual uses of MLS Data obtained from the RETS data feed and to obtain written approval from Licensor prior to such use. As such, Licensee hereby discloses that MLS data will be used to provide the following products and/or services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. DATA RESTRICTIONS:** Licensee hereby agrees to use all data obtained from the RETS access solely for the purposes as described above and for no other reason or purpose without written authorization from Licensor. Unless otherwise disclosed and agreed in writing, Licensee agrees that all MLS data obtained from the RETS access shall be used only to provide products and/or services to active MLS participants of the **MLS**. No websites, mobile apps, software, services, searches, reports, display, or transfer of data that uses or includes any MLS data from the RETS feed will be provided or made available either directly or indirectly by Licensee to MLS Participants, non MLS participants, third parties, and/or to the general public without prior written approval from Licensor.

**4. IDX AGREEMENTS:** IDX is defined by the MLS as: any use of MLS data that is made available to the general public (without a formal client/agent relationship) through websites, mobile apps, or by any other means that is used in any way to solicit or direct leads to anyone other than the listing agent or listing office of each listing. This Agreement allows Licensee to use MLS Data from a single RETS feed to provide IDX services to multiple MLS participants as described above. **However, Licensee is required to obtain written approval from the MLS using a separate IDX Authorization Agreement for each MLS Participant for whom Licensee provides IDX services.**

Licensor’s Initials \_\_\_\_\_ Date \_\_\_\_\_ Licensee’s Initials \_\_\_\_\_ Date \_\_\_\_\_

5. **MLS RULES:** Licensee agrees to comply with all MLS rules, policies, and requirements as it relates to the use, availability, or display of MLS data to the public. Such MLS policies and rules are subject to change from time to time. A copy of MLS Rules and Policies is attached hereto as **Exhibit A** and is made a part of this Agreement.
6. **NO ASSIGNMENT.** Neither MLS Participant nor Licensee may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent from Licensor. Licensee agrees not to allow any company or individual access to the RETS data or to copies of the data (or partial data) without disclosing and obtaining written approval from Licensor in advance.
7. **CONFIDENTIALITY:** All MLS data and information obtained from RETS access including but not limited to: listing data, property data, property ownership data, sales information, listing photos, agent names, MLS Participant email addresses, and other contact information, is considered confidential information. Licensee agrees to use its best efforts to maintain and protect the confidentiality of such data and not to resell, redistribute, or otherwise provide it to the general public or to any other person or entity except as authorized by this Agreement or by separate Agreement and Authorization from Licensor in writing.
8. **FEES:** Primary Licensee agrees to pay an annual fee of: \$250 directly to MLS Provider (RealtyPro Solutions) for the RETS data feed. There are no fees to Licensee for each website or for each MLS participant; however, a separate IDX Agreement is required for each MLS Participant. Licensor and MLS reserve the right to change fees at any time with at least 60 days written notice to Licensee.
9. **REMEDIES:** If Licensee violates any of the terms of this Agreement, Licensor may suspend or deny access to the RETS data without advanced notice and until deemed appropriate by Licensor. If Licensee knowingly provides IDX Services to MLS participants without obtaining written authorization or provides access to or copies of MLS Data from this feed to third parties (including additional Vendors/Consultants for MLS participants) without disclosure and approval, Licensee may lose long term access to the data and/or be subject to fines of up to \$750 per violation in order to reinstate the RETS feed. Because of the unique nature of the MLS data and other confidential information being made available to Licensee, both parties acknowledge that any breach of this Agreement could cause irreparable harm to Licensor and/or to the MLS. In such an event, Licensor reserves the right to seek legal action against Licensee for actual monetary damages as well as injunctive relief as may be necessary (without the need to prove monetary damages) to restrain any continuing of further breach by Licensee. If Licensor prevails in any action to enforce or interpret this Agreement or any provisions hereof, the party against whom enforcement was sought will pay Licensor's reasonable attorney's fees and other costs of such legal action.
10. **APPLICABLE LAW AND JURISDICTION:** This Agreement shall be construed in accordance with and governed for all purposes by the internal laws of the state of **Utah**, and any action to enforce a mediation or arbitration award or any injunctive relief sought pursuant to this Agreement shall be brought only in the federal or state courts in the state of **Utah**, and both parties consent to the exclusive jurisdiction of such courts.
11. **LIMITATION OF LIABILITY:** Licensor disclaims and makes no warranties or representations, either express or implied, by statute or otherwise, with respect to quality, accuracy, timeliness, performance, non-infringement, merchantability or fitness for a particular purpose. In no event shall Licensor be liable for direct, indirect, special, incidental or consequential damages arising from the export or use of listing data or the inability to access or export listing data. By signing this Agreement, Licensee agrees to indemnify, defend, and hold harmless Licensor (including its officers, employees, agents, MLS Provider, and the MLS) from and against any and all third party claims, suits, liability, demands, damages, costs, and expenses that may have been caused either directly or indirectly from the export of or use of the MLS data (or the inability to access such data) related to the RETS data connection.
12. **ENTIRE AGREEMENT:** This Agreement, along with the Appendices attached hereto, sets forth the entire Agreement and understanding between the parties and supersedes in full all prior discussions, representations, warranties and Agreements (oral or written) between the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
13. **NOTICES:** All notices given under this Agreement by either party shall be given to the other party by providing written notice to the **email address** and/or **mailing address** of the Primary Signor as the contact information **appears on the signature page of this agreement.**

Licensor's Initials \_\_\_\_\_ Date \_\_\_\_\_ Licensee's Initials \_\_\_\_\_ Date \_\_\_\_\_

**14. Additional Terms & Conditions:** The following terms are hereby incorporated in this Agreement:

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**15. Signatures:** Primary Licensee agrees to disclose all other entities (companies or individuals) who intend to act as Consultants/Vendors in order to use the MLS data obtained from or accessed through the RETS data connection in order to provide the products and/or services as described herein. All such Vendors/Consultants are considered Licensees, and a signor for each such entity must agree to the terms of this Agreement prior to obtaining or using the MLS data in any way. Primary Licensee accepts joint responsibility and liability for each Additional Licensee under this Agreement. All parties signing below hereby accept the terms and conditions of this Agreement.

**Primary Licensor:**

**Idyllwild Association of Realtors (IAOR)**  
P.O. Box 1815 – Idyllwild, CA 92549  
Phone: (951) 659-2345

Contact: Kat Wilson  
Email: [iaoroffice@gmail.com](mailto:iaoroffice@gmail.com)  
Website: [www.idyllwildassociationofrealtors.com](http://www.idyllwildassociationofrealtors.com)

\_\_\_\_\_  
Primary Licensor Signature

\_\_\_\_\_  
Date

**Primary Licensee (Vendor/Consultant):**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

\_\_\_\_\_  
Licensee Name (Print)

\_\_\_\_\_  
Primary Licensee Signature

\_\_\_\_\_  
Date

**Additional Licensee (Vendor/Consultant):**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

\_\_\_\_\_  
Licensee Name (Print)

\_\_\_\_\_  
Additional Licensee Signature

\_\_\_\_\_  
Date

**Additional Licensee (Vendor/Consultant):**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Contact: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

\_\_\_\_\_  
Licensee Name (Print)

\_\_\_\_\_  
Additional Licensee Signature

\_\_\_\_\_  
Date

**Initial RETS Credentials:**

Login URL: \_\_\_\_\_

RETS Feed ID#: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_