



**NOW EMPOWERING BOTH GFC CMLS PARTICIPANTS &
SUBSCRIBERS ON THE INTERNET**

(Including Active & Sold Listings & Open House Data)

Informational Packet, Technical Documentation & Required Contracts

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For the most recent version of this document, please check GFC CMLS' website at www.ct-mls.com, click on the Internet Data Exchange link from the home page.

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1 Executive summary

WHAT IS INTERNET DATA EXCHANGE?

Simply: Internet Data Exchange or IDX is a system where brokers give each other permission to display their listings on each other's websites. Brokers who participate in the program are called IDX Subscribers or IDXs can display each other's active and sold listings and optionally open house announcements on their websites. Listings are compiled from all IDXs to create the Internet Data Exchange Database or IDX Data. If you choose not to participate, no other broker will be permitted to display your listings and optional open house announcements and you cannot display theirs. You can include your listings and open house announcements in the IDX Data without even having your own website. (See Section 9 – Frequently Asked Questions for an explanation why you would want to do this.)

WHY IS THE GFC CMLS DOING INTERNET DATA EXCHANGE?

The purpose of IDX is to empower brokers and affiliated agents to deal with today's real estate consumer. Among the objectives to which the GFC CMLS is committed are: 1) permitting brokers and affiliated agents 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 and affiliated agents 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 IDX, they were not finding that information at broker-owned websites.

IDX enhanced websites provide several advantages:

- Brokerage IDX websites can become the best source of listing data. The number of listings in the IDX database can easily reach and even exceed the number found on the popular national sites. This encourages buyers to search local IDX websites instead of the national sites when looking for area properties.
- When consumers visit an IDX enhanced website, they are likely to stay longer because the site will have more data to offer.
- Since many of the national sites are "cluttered" with non-listing content, consumers often find broker websites have interfaces that are easier and friendlier to navigate.
- The benefits received from marketing programs aimed at driving consumers to a broker's website should significantly increase when the IDX Data is included.

HOW DO I OR MY FIRM PARTICIPATE IN INTERNET DATA EXCHANGE?

Follow the instructions on the next page! (But please read the rest of this document. It includes important information you should know.)

2 Quick start: 2 steps to Internet Data Exchange

STEP 1: Becoming an Internet Data Exchange Subscriber (IDX)

Being an IDX just means that you give all other IDXs permission to display your active or recently sold listings on their websites according to the IDX Rules and Regulations and in turn you can display their active or recently sold listings on your website. (See Section 4, of this document for details.) In so doing, you obtain permission from all other IDXs to display their active listings. You give permission and get permission in the same act. You don't need to have a website yourself.

As a GFC CMLS Participant (owner/broker) you do not need to take any action to become an IDX. If you are a new GFC CMLS Participant joining after the beginning of the IDX program, you will also automatically be signed up. **If you don't want to participate, you must fill out the form, "Election not to participate in the Internet Data Exchange program," 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 IDX Data the next business day.

If you are a GFC CMLS Subscriber (not an owner/broker) and your owner/broker has: (a.) not opted-out of the IDX program, and (b.) has provided his/her written permission, you may add IDX t your personal website, however you are restricted to using the "rDesk" IDX system, which the GFC provides as a free member service.

STEP 2 (Optional): Putting IDX Data on your website

You don't have to have a website to be an IDX. But to take maximum advantage of the program, you will want one. To put IDX Data on your website, you have to take four steps:

- Sign the GFC CMLS' "Agreement to Access the Internet Data Exchange Data Feed" contract (attached at the back of this IDX packet).
- Create a website (see Section 6 for advice on how and where, if you don't already have one).
- Incorporate the IDX data into your website. This is really the toughest part. Much of this document and the associated Technical Documentation are devoted to this part.
- Comply with the IDX Rules and Regulations, the policy statements in this document and the associated Technical Documentation. See particularly, Section 4 of this document.

3 Fees

There is no fee to be a IDX or to receive a data feed from the GFC CMLS provided you use the standard "FTP" method for accessing that data. If you want a special interface to access the IDX Data, the GFC CMLS will charge you for all costs to establish that interface including reasonable fees for GFC CMLS staff time.

4 IDX Rules and Regulations

To the extent that this document supplements the GFC CMLS' Rules and Regulations relating to IDX, it is a statement of the GFC CMLS' policy regarding such matters.

Access to the IDX Database will be provided via an "FTP" file. This is described more fully in the Technical Documentation. Any IDXs intending to use any other method for downloading and updating the IDX Database must seek approval of its method from the GFC CMLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX rules and regulations will weaken system security or result in degradation of the performance of any of the GFC CMLS' systems. The use of any other method also requires payment to the GFC CMLS of any costs it incurs to provide and maintain the access method, including reasonable fees for GFC CMLS staff time.

Rules and Regulations: Sections 8.1 – 8.18 of GFC CMLS' Rules and Regulations contain provisions relating to IDX. 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 8.1 Definition - Internet Data Exchange. "Internet Data Exchange" or "IDX" is a means by which each GFC CMLS Participant subscribing to the program (the "Internet Data Exchange Subscriber" or "IDXs") permits the display of its active and sold listings and optionally upcoming open house notices, appearing in the GFC CMLS on each other's Internet website.</p>	<p><i>Provided their owner/broker has not opted-out of the IDX program and the owner/broker has given their written permission agents may include IDX data from any IDX vendor approved by the GFC CMLS, including, but not limited to the rDesk IDX system, which the GFC CMLS provides as a free member service.</i></p>
<p>Section 8.2 Definition - Internet Data Exchange Database. The "Internet Data Exchange Database" is the current aggregate compilation of: (a) all active exclusive listings; (b) exclusive listings sold and closed during the preceding 365 days; and (c) information regarding public open houses scheduled during the next ten (10) calendar days, for all Internet Data Exchange Subscribers, excluding Listings where the seller has opted-out of Internet publication by so indicating on the Listing Agreement.</p>	<p><i>All active and recently sold listings of all IDXs and only listings of IDXs are included in the Internet Data Display Database.</i></p> <p><i>Any seller who prefers, may have their listing excluded from the IDX program. The listing agent must simply indicate "N" in the "Internet Y/N" field when entering the listing in the GFC CMLS. The property will then be excluded from the IDX, Open House and national Internet data feeds.</i></p>

RULE	EXPLANATION
<p><u>Section 8.3 Presumption of Participation.</u> Every GFC CMLS Participant is automatically an IDX unless the Participant chooses to “Opt-Out” by completing and submitting the “Election Not To Participate in the Internet Data Exchange Program” form. The right to receive and display IDX Data is limited to Participants holding active participatory rights in the GFC CMLS.</p> <p><u>Section 8.3.1 Participants Right to Withhold Address.</u> An IDX may direct address information, including street number, street name and unit number, not be displayed on IDX sites.</p> <p><u>Section 8.3.2 Participants Right to Withhold Open House Data.</u> An IDX may direct data pertaining to the Participant’s upcoming open houses not be displayed on IDX sites.</p> <p><u>Section 8.3.3 Sellers Right to Opt-Out of IDX or Withhold Address.</u> Sellers may direct their Listing Agent/Broker to withhold their Listing in its entirety or their property address from IDX Display.</p>	<p><i>You need not take any action to become an IDX. All active GFC CMLS Participants are automatically enrolled. If you do not wish to become an IDX just complete and submit the form, “Election not to participate in the Internet Data Exchange program,” attached at the back of the packet.</i></p> <p><i>An IDX must notify the GFC CMLS in writing if they wish to disallow other IDXs from including either, or both, their listings addresses or their open houses in other brokers IDX enabled websites. Such a decision affects all listings from all offices within the IDX’s company. The decision can be made or reversed at any time.</i></p> <p><i>A seller who wishes to disallow the publication of their listing’s address or their open houses on IDX enabled websites must so indicate on their listings property data sheet.</i></p>
<p><u>Section 8.4 Permission to Publish the Internet Data Exchange Database on the Internet.</u> An IDX may publish all or a portion of the IDX Database on the Internet in accordance with all provisions of these Rules and Regulations. No GFC CMLS Participant shall display or publish GFC CMLS Listings, or any other GFC CMLS Data, in an electronic format in any manner that does not conform to the requirements the GFC CMLS Rules and Regulations. Unless expressly superseded by the provisions of Article 8, all other Rules and Regulations remain in full force and effect.</p> <p>If an IDX website displays a subset of the IDX Database the choice of Listings to be displayed must be based on objective criteria, including but not limited to, factors such as geography, property type, list price, type of listing agreement or level of service provided by the Listing Agent/Broker. The selection of Listings to be displayed on an IDX website must be independently made by each Participant.</p>	<p><i>You need not display the whole IDX Database. You may choose to display only a subset of the IDX Data such as; 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.</i></p> <p><i>If you plan to display only a subset of the IDX Database, see Section 8.1.5 in this document regarding required disclosures.</i></p>

RULE	EXPLANATION
<p><u>Section 8.5 Data Which May be Published Under IDX.</u> IDX websites shall not contain more (but may contain less) MLS information than contained in the data fields listed in “Appendix C of the IDX Broker Informational Packet & Technical Documentation.” This does not limit the right of both the IDXS and Seller to disallow display of a Listing’s address or open house information as detailed in Sections 8.3.1, 8.3.2 and 8.3.3.</p>	<p><i>The limited fields allowed in the display of IDX listings are set forth in Appendix C of this document. Addresses may be displayed provided neither the Listing Broker nor the property owner has refused to allow its display and <i>Open House information may be displayed unless the Listing Broker and/or the property owner has refused to allow its display. Note that this limitation applies only to listings in the IDX Data that are not your own. Participants may display ALL information relating to your own listings.</i></i></p>
<p><u>Section 8.6 Participant’s Qualification to be an IDXS.</u> To qualify as an IDXS, a Participant must be actively engaged in providing real estate brokerage services to buyers or sellers of residential real estate.</p>	
<p><u>Section 8.6.1 A Participant May Authorize Affiliated Subscribers to Display IDX Data on Their Websites.</u> Subscribers who have obtained their Participant’s written permission and provided a copy of that permission to the GFC CMLS may display IDX Data on their personal websites subject to the following conditions:</p> <ol style="list-style-type: none"> a) Both the Subscriber and his/her Participant are fully responsible to insure the Subscriber’s IDX website complies with these Rules and Regulations. b) A Subscriber must use an IDX vendor included on the GFC CMLS list of approved vendors, which is available in the “IDX Broker Informational Packet & Technical Documentation” at www.ct-mls.com. c) A Subscriber may display IDX Data available by “framing” his/her Participant’s IDX website on their own website, subject to their Participants consent and compliance with all applicable of State laws and regulations. d) A Subscriber may use the free “rDesk” IDX program provide by the GFC CMLS. Further information is available at www.ct-mls.com. 	<p><i>As of August 3, 2009 GFC CMLS Subscribers may, subject to the terms outlined in this Section 8.6.1 may display IDX Data on their personal websites.</i></p>

RULE	EXPLANATION
<p><u>Section 8.7 IDX Data Must be Kept Current.</u> While daily updates are encouraged, the IDX Data on every IDX website must be updated at least once every seventy-two (72) hours. An IDX who chooses to update less frequently than daily must place a disclaimer on his/her/its website's search page indicating the update frequency. Additionally, all IDX websites must include a statement indicating the date of the last update similar to, "Data last updated: xx/xx/xx" on the first page displaying search results.</p>	<p><i>The GFC CMLS strongly encourages you to update your website with fresh IDX Data DAILY. Connecticut Department of Consumer Protection rules require IDX data be updated at least every three calendar days. In the event you choose to update less frequently than daily, you must place a disclaimer on your website indicating the frequency of update and the last update date. See Section 8.1.6 in this document for a sample disclosure of this type.</i></p>
<p><u>Section 8.8 Prohibition on Modification of IDX Data.</u> An IDX may not modify or manipulate the Data contained in another IDX's Listing. (This is not a limitation on the design of the site but refers to the actual data.) An IDX may augment the IDX Data with additional non-Listing Data and information not otherwise prohibited from being displayed so long as the source of the additional data or information is clearly identified.</p>	<p><i>While you can do anything you want (consistent with the Code of Ethics and applicable law) to data relating to your own company's listings, you can only do with other brokers' listings what these rules permit you to do. You are strictly prohibited from modifying the IDX Data from another IDX. This could conceivably include displaying other data alongside the other IDX's data. For example, if you geo-code 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 IDX's listing. You should make efforts to distinguish the data you have supplied from the IDX Data. Segregating such data "geographically" on the screen or including a credit on the non-IDX data (such as "Demographic data courtesy of ABC Title Company") would be ways to accomplish this.</i></p>

RULE	EXPLANATION
<p><u>Section 8.9 Identifying IDX Listings.</u> Any website containing IDX Data must prominently display, on the first page containing any Listing Data: (a) a clear explanation that certain Listings are provided courtesy of the GFC CMLS IDX Program; and (b) how such IDX Listings will be identified. This requirement is designed to insure that anyone visiting an IDX website is clearly informed that the host of the IDX website is not the Listing Broker for all of the displayed properties. The IDX is allowed reasonable latitude to determine the wording, format and manner in which this required disclosure is displayed, but GFC CMLS retains full authority to determine if the disclosure is sufficient to accomplish its intended purpose. As a “safe harbor,” the following disclosure language, in a font size at least as large as the Listing Data, placed adjacent to an “IDX Detail Logo” (at least 105 pixels wide by 35 pixels high) which, in turn, is immediately adjacent to the property Listing Data satisfies the required disclosure:</p> <p>“The data relating to real estate for sale on this website comes in part from the GFC CMLS IDX Program. Real estate listings held by brokerage firms other than [insert your firm’s name here] are marked with an “IDX Logo” (a little black house surrounding the letters “IDX”) and detailed information about those listings includes the name of the listing broker.”</p>	<p>See Appendix D of this document for a reproduction of the “IDX Detail Logo”, a sample of an appropriate usage of the logo and a disclosure statement that meets the requirement of this section.</p> <p>Note that this disclosure must appear on the FIRST page on which any listing Data is displayed.</p> <p><i>Note: Digital versions of both the “IDX Detail Logo” and the “IDX Thumbnail Logo” are available for download from GFC CMLS website at www.ct-mls.com.</i></p>

RULE	EXPLANATION
<p><u>Section 8.10 Identifying IDX Listings on Thumbnail Displays.</u> Any search result which displays a Listing controlled by another IDX in a brief or "thumbnail" format shall clearly disclose that each such Listing is displayed as an IDX Listing and not as a Listing controlled by the IDX hosting the website. An IDX is allowed reasonable latitude to determine the manner in which this disclosure is made, but the GFC CMLS retains full authority to determine if the required disclosure complies with the intent of this Section 8.10. As a "safe harbor," including either the "IDX Thumbnail Logo" or the phrase "Courtesy of the GFC CMLS IDX Program" in a visible font size and color at least as large as the font used to display the Listing Data, placed immediately adjacent to the property information, will satisfy this requirement.</p>	<p>See Appendix D of this document for a sample of a brief or thumbnail listing using the "IDX Thumbnail Logo" that meets "safe harbor" requirements.</p>
<p><u>Section 8.11 Limitation on Data Allowed in Thumbnail Displays.</u> (a) A thumbnail display of a Listing controlled by another IDX may include no more than five (5) horizontal lines of text and/or a single photograph no more than 150 pixels high along with buttons or hyperlinks providing links for additional information; (b) A thumbnail display of a Listing controlled by another IDX may not include any contact information or branding of the IDX hosting the website, or any agent affiliated with that IDX; and (c) A thumbnail display of a Listing controlled by another IDX listing must also meet the requirements of Section 8.10 of these Rules and Regulations.</p>	<p><i>The GFC CMLS interprets a thumbnail display as being no more than five (5) horizontal lines of text and/or a single photograph no more than 150 pixels high. Displays of more text, larger photos or multiple photos are considered "Detailed" displays and must meet the requirements of Section 8.12 of the Rules and Regulations.</i></p> <p><i>The provision relating to "contact information or branding" prevents office and agent information of the web-site-owning IDX from appearing on another IDX's listings.</i></p> <p><i>"Branding" refers to any marks or language referring to the web-site-owning IDX repeated in the thumbnail display of another IDX's listing. Any association of such information or branding with the listing data is a violation of this rule.</i></p>

RULE	EXPLANATION
<p><u>Section 8.12 Limitation on Data Allowed in Detailed Displays.</u></p> <p>(a) A search result producing a detailed display of Data regarding a Listing controlled by another IDX shall disclose the name of the controlling IDX; the "IDX Detail Logo"; and the GFC CMLS Copyright Notice (either Option A or B) immediately following the property information.</p> <p>Option A: "Copyright nnnn Greater Fairfield County CMLS, Inc. All rights reserved." [Where nnnn is the current year.]</p> <p>Option B: "© nnnn Greater Fairfield County CMLS, Inc. All rights reserved." [Where nnnn is the current year.]</p> <p>Note, you may not substitute a "c" in parentheses – "(c)" – for the copyright symbol – "©." If your website cannot display the copyright symbol, you must use Option A and spell out the word "Copyright."</p> <p>(b) A detailed display of a Listing controlled by another IDX may not include any contact information or branding for the IDX hosting the website or for an agent affiliated with the hosting IDX, within the "body" of the listing data. The "body" is defined as an imaginary rectangular box whose borders are delimited by the utmost extent in each direction of the listing text and photo data.</p> <p>(c) Any detailed display of a Listing controlled by another IDX shall include a disclaimer that conveys the essence of the following terminology: "Information Deemed Reliable But Not Guaranteed."</p> <p>(d) The name of the IDX who controls the Listing and the GFC CMLS Copyright Notice shall be at least as large as the largest type size used to display the body of the Listing Data. The GFC CMLS Copyright Notice must appear exactly as it is shown in Section 8.12(a), above.</p>	<p><i>The GFC CMLS interprets any display containing more than five (5) horizontal lines of text display or displaying more than a single photo of more than 150 pixels height as being a detailed display.</i></p> <p><i>A Digital version of the "IDX Detail Logo" is available for download from GFC CMLS' website at www.ct-mls.com.</i></p> <p><i>(2.) 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.</i></p> <p><i>(3.) In practice, you may want to display this type of disclaimer on your own listings as well, unless your legal counsel advises otherwise. See Section 8.1.2 of this document for samples of acceptable alternative disclaimers.</i></p>

RULE	EXPLANATION
<p><u>Section 8.13 Identification and Control of IDX Websites.</u> Any Internet website used for the publication of any IDX Data, or any portion thereof, must be controlled by a single IDXs and clearly identified as that IDXs' Internet website.</p>	<p><i>This is an important limitation on third parties who develop, build, host or maintain IDX sites for brokers and agents. In order to participate in IDX, a site must be marketed and branded as a broker or the brokers sales agent's site. Consider this scenario: A company, "GopherRealtyOnline.com" (GRO) provides promotional services for brokers. You and two other brokers are IDXs and you all want GRO to build your websites. It does so. So long as the websites are most prominently identified with the individual 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 websites in such a way as to suggest that GRO controls it.</i></p> <p><i>Obviously websites containing IDX Data should never jeopardize the goodwill of the GFC CMLS or other IDXs. For example, advertising an obscene website on a website containing IDX Data would cause the termination of the IDX Data feed.</i></p>
<p><u>Section 8.14 Protections Against "Scraping".</u> The IDXs who controls any website which displays IDX Data, or any portion thereof, shall take, or cause his/her/its vendor to take, reasonable efforts to prevent "scraping" or other unauthorized access, use or reproduction of the IDX Data by third parties or the unauthorized display of IDX Data on any other website. Reasonable efforts shall include but, are not necessarily limited to:</p> <p>(a) Monitoring the website for signs that a third party is "scraping" data; and</p> <p>(b) Prominently posting on the website a notice that any use of the site's search capabilities and/or of the data displayed on the site, by anyone other than a consumer looking to purchase real state, is prohibited.</p> <p>If an IDXs or his/her/its vendor suspects that "scraping" or any other unauthorized access, use or reproduction of the IDX Data has occurred, the suspicion and any evidence to support it must be reported to the GFC CMLS immediately for investigation and action.</p>	<p><i>"Scraping" is a term used to describe the unauthorized obtaining of significant amounts of data from a website.</i></p> <p><i>This section places a burden on you and your website host to monitor your website. 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 website for use somewhere else, you must notify the GFC CMLS.</i></p>

RULE	EXPLANATION
<p><u>Section 8.15 Required Data Security.</u> Participants, vendors and hosting facilities who are allowed access to GFC CMLS IDX Data shall employ appropriate security procedures and devices, including firewalls, that are at least equivalent to the security measures and devices employed by the GFC CMLS.</p>	
<p><u>Section 8.16 Limitation on the Use of the Internet Data Exchange Database.</u> No portion of the IDX Data shall be used by, or provided to, anyone other than consumers desiring to purchase or lease real estate. This restriction, together with a restriction on the reproduction of IDX Data, shall be included in the “Terms and Conditions of Use Agreement” for all IDX websites.</p>	<p><i>This section expressly prohibits distribution of the IDX Data or any portion of it for ANY purpose other than those expressly permitted by the GFC CMLS Rules and Regulations. This includes distribution to other IDXs. In other words, anyone operating an IDX website cannot sell or give access to the IDX Data to other brokers or any other businesses, whether or not they are participants in the GFC CMLS.</i></p>
<p><u>Section 8.17 Displaying a “Terms and Conditions of Use Agreement.”</u> Any Internet website which displays IDX Data, or any portion thereof, must include a “Terms and Conditions of Use Agreement” accessible either directly on or as a hyperlink from the first page on which IDX Data is displayed. As a minimum, the “Terms and Conditions of Use Agreement” shall incorporate the language included in the sample “Terms and Conditions of Use Agreement” in Section 8.1.4 of the “IDX Broker Informational Packet & Technical Documentation”.</p>	<p>The “Terms and Conditions of Use Agreement” helps insure use of IDX data is limited to its intended purposes.</p>
<p><u>Section 8.18 All Agreements With Third Party Website Consultants, Designers, Developers and Hosting Services Must be in Writing.</u> All third parties who develop, design, host or maintain a website for an IDX must fully execute the standard “Agreement to Access the Internet Data Exchange Data Feed” contract as provided by the GFC CMLS before such third party is provided access to any IDX Data.</p>	<p><i>The GFC CMLS requires that third parties desiring to gain access to the IDX Data sign the standard “Agreement to Access the Internet Data Exchange Data Feed” contract attached to this document. Providing a GFC CMLS password to an unauthorized recipient is a serious violation of the GFC CMLS’ Rules and Regulations, punishable by a fine and possible interruption of MLS privileges.</i></p>

<p>Section 8.19 Requirement to Cure Violations. An IDXs must make any and all changes to their Internet website necessary to cure any violation of GFC CMLS Rules and Regulations within five (5) business days of notice from GFC CMLS of a violation. If an IDXs fails to correct any violation in the time provided, GFC CMLS reserves the right to discontinue the IDXs' IDX Data feed, without any further notice. Any IDXs that fails to correct a violation of Section 8.19 within the allotted time is subject to the automatic imposition of a "Fourth Tier" fine as set forth in Section 5 of Schedule C.</p>	<p><i>You must make corrections to your website if GFC CMLS determines that it is in violation on some point. The GFC CMLS 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 the GFC CMLS.</i></p>
<p>Section 8.20 IDX Fees. The Board of Directors may establish appropriate Fees for IDX participation to offset the costs of providing this service.</p>	

5 Technical overview

The GFC CMLS provides IDXs, or their vendors access to retrieve the IDX Data via an "FTP" file. See the Technical Documentation for complete information. (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 the GFC CMLS. To initiate FTP access, you need to fill out and send to the GFC CMLS the contract at the end of this document. The GFC CMLS will verify the necessary information and send you the ID, password, and what's called an FTP address.

6 How you can make the most of IDX

To take full advantage of IDX, you MUST have a website capable of displaying IDX Data. There are several ways to get one; each described more fully below. The GFC CMLS has identified third parties that are qualified to assist you in developing a website for your firm. (See Section 7 for details.)

Your imagination is an important part of IDX. Think of a ways to provide consumers with innovative services using IDX Data. Give your ideas a try (so long as it doesn't break the rules). Ideas that have been tried on other real estate websites include:

- Gathering consumers' e-mail addresses and property interests and sending them periodic updates 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.

rDesk SearchPoint IDX

While the GFC CMLS does not provide members with free websites we do provide members with a free IDX program called rDesk SearchPoint that can be easily be included in your personal website. A complete description of the rDesk program is available at:

http://www.ct-mls.com/idx/pdf/rDesk_Quick_Start_Manual.pdf, or call GFC CMLS technical support for further assistance.

Doing it yourself

While this option is not available for sales agent IDX websites, if you are creating a company IDX website and are a fairly sophisticated website designer, and particularly if you have experience building, maintaining, and accessing databases on the web, you may want to build your own IDX website. You will find detailed information to help you design your IDX website in Section 10 – Technical Implementation Guide.

Working with a web designer

Most brokers do not possess the resources or staff required to perform the tasks identified in the Technical Documentation to create a custom IDX website for their company. If you want the maximum amount of control over how your website looks and works that only a custom website can provide, you will want to engage a professional website design and maintenance firm. They will use the instructions provided in the Technical Documentation to build a website for you according to your specifications. This could cost you anywhere from one hundred to several thousand dollars per month. This option is not available for sales agent IDX websites.

Saving money with a “template” based website

If you don't want to make the financial commitment to have a custom website built for your firm, you may be able to use a site based on template. For more information about this option, see Section 7.

Questions you should ask website prospective web designers

The GFC CMLS strongly advises you to ask questions, many questions, before signing up with any website provider, including the template providers identified in Appendix B. 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 website designer, look at other IDX (aka Broker Reciprocity) websites. Use them, as you would imagine a consumer using them. Because your competitors' websites are available to you 24 hours a day, you have an unusual opportunity to see what they're doing before choosing your own course.

Before beginning discussions with a web designer, ask for the web addresses of other IDX sites they have built. While if you are creating a company website nothing prevents you from working with a designer that has no previous IDX experience, you may find it more economical and convenient to work with one who has. As in any business, web designers have varying levels of experience and expertise, from those who could build an IDX site in their sleep, to those who have never done any web-based database design. You will probably want to work with the former rather than the latter.

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

- **What are the set up costs for the website?** Most website designers will want some kind of upfront fee to create your website. Find out exactly what steps the designer will take during these initial stages.
- **What is included in the upfront fees?** Find out if the package you are considering includes the complete design of a custom website, 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 IDX Data with my existing website?** You may already have a website and a website designer who has been doing a good job maintaining it. You may just want to incorporate the IDX piece into that existing site. If you want to keep your existing designer, have him/her contact other designers who have IDX experience to help you select one who is best for you.
- **What are the maintenance costs and how frequently are they due?** Most website 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 IDX Data on your website at least every 72 hours, 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 website and when?** Critical to any marketing plan involving the Internet is an understanding of who is visiting your website and from where they are being referred. There are software packages available that will track activity on your website and provide important answers to these questions. Will your website 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 website designers. They are frequently 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 occasionally 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?** In these days of digital photography using multiple photos is a powerful sales tool.
- **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.
- **Who will own the website content?** You will want to be able to take your website 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 website 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 websites, etc., and with whom have they worked?** CHECK THESE REFERENCES! If they have built other broker websites, visit them. Make sure they work, that they look good, and that they are fast (consumers hate slow websites).
- **How soon after you sign a contract will your website be up?** It is important to clarify all parties' expectations here.
- **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 the GFC CMLS. You may encourage the vendor to contact the GFC CMLS to talk about what's entailed in an IDX website if they have any questions. They will provide better cost estimates if they know more about the GFC CMLS' systems and the Rules and Regulations of the program.

7 GFC CMLS- template programs

The GFC CMLS has worked to provide a low-cost means for Participants and Subscribers to have an IDX web presence. Appendix B of this manual contains a list of several companies that currently provide GFC CMLS members with inexpensive "template" websites. Such sites have "search engines" and "user interfaces" that are the same from broker to broker and agent to agent, but with unique branding.

By making the databases the same or similar on multiple IDX websites, the vendors who provide these "template" services can dramatically improve the pricing of their services. The cost for this kind of service is typically \$1,000 or less up-front and \$1,000 or less per year to maintain. You could reasonably expect a custom site with the same characteristics to cost \$10,000-\$15,000 or more to build and several thousand dollars a year to maintain.

8 Sample required 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 the GFC CMLS' rules. But you may use language of your own choosing so long as it achieves the same objectives.

8.1.1 Identification of data source: Under Section 8.9 of the GFC CMLS' Rules and Regulations (see Section 4 of this document), your website must display a disclosure indicating the source of IDX Database data on your site. The following disclosure, appearing alongside the "IDX Detail Logo" will satisfy this requirement:

“The data relating to real estate for sale on this website comes in part from the GFC CMLS IDX Program. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with an "IDX Logo" (a little black house surrounding the letters "IDX") and detailed information about those listings includes the name of the listing broker.”

8.1.2 Accuracy disclaimer on IDX listings: Under Section 8.12 of the GFC CMLS' Rules and Regulations (see Section 4 of this document), your website must display a disclosure indicating that data from other IDXs 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 this data believes it 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 8.12 of the GFC CMLS' Rules and Regulations (see Section 4 of this document), your website must display the GFC CMLS' Copyright Notice on any detailed listing data of another IDX. **This notice must appear exactly as in one of these two options:**

Option A: "Copyright nnnn Greater Fairfield County CMLS, Inc. All rights reserved." [Where nnnn is the current year.]

Option B: "© nnnn Greater Fairfield County CMLS, Inc. All rights reserved." [Where nnnn is the current year.]

If your website cannot display the copyright symbol, you must use option A and spell out the word "Copyright."

8.1.4 **Terms and Conditions of Use Agreement:** Under Section 8.17 of the GFC CMLS' Rules and Regulations (see Section 4 of this document), your website must display a "Terms and Conditions of Use Agreement" which as a minimum contains the following clauses:

"[IDX] offers you access to the [IDX website] solely for your personal and non-commercial uses. By accessing [the IDX website] you represent and warrant to [IDX] that you are a consumer who is interested in purchasing real property within the geographical area represented by [IDX]. You promise that you will not use the [IDX website], in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Use or for any purposes other than those that are personal and non-commercial. You agree that You will not modify, copy, distribute, transmit, display, perform, reproduce, license, create derivative works from, frame in another Web page, use on any other website, transfer or sell any information provided through or obtained from, the [IDX website]. This means among other activities, that you agree not to engage in the practices of "screen scraping", "database scraping" or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not create links from any website or web page to any page within the [IDX website]. You agree that you will not employ any technology that results in the placement of content from the [IDX website] in a frame and/or a reduced pop-up window or any other display mechanism which changes the [IDX website] from how it would appear if a user typed in the URL for the [IDX website] to a typical browser line. You agree that the Greater Fairfield County GFC CMLS, Inc. ("GFC CMLS") owns the copyright to all listing information content displayed on the [IDX website]. You expressly understand and agree that your use of and reliance upon any and all information provided by [IDX] and/or GFC CMLS is at your sole risk. Such information is provided on an "as is" and "as available" basis. [IDX] and GFC CMLS make no express or implied representations, warranties or guarantees with regard to the appropriateness, accuracy, sufficiency, correctness, veracity, value, completeness or timeliness of such information. [IDX] and GFC CMLS each expressly disclaims all warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Neither [IDX] or GFC CMLS shall have any liability to You or to any other user of such information or to any third party for any loss, expense or damage, including consequential, incidental, special or punitive damages and including lost profits or lost revenue, caused directly or indirectly by the use or reliance upon such information. Any material downloaded or otherwise obtained through use of the [IDX website] is done at Your own discretion and risk and You will be solely responsible for any damage to Your computer system or loss of data that result from the download of any such material."

8.1.5 **Displaying Less than the entire IDX Database:** If you choose to display less than the entire IDX Database, it must be disclosed on the website. For example, an IDX may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. An IDX may even choose to exclude listings of some of its competitors. A disclosure is needed because: 1.) The IDX may be advertising the website as "the most complete compilation of houses for sale on the Internet"; if the IDX 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 IDX excludes listings without so disclosing, savvy consumers are likely to note discrepancies between IDX websites and may begin to distrust them. The disclosure should be substantially similar to either of these:

"[Your firm's name here] participates in the GFC CMLS' Internet Data Exchange program, allowing us to display other broker's listings on our site. However, [firm name] displays only [listings in Northern Fairfield County][condominium listings][exceptional properties (with list prices above \$500,000)]."

"[Your firm name] does not display the entire GFC CMLS Internet Data Exchange database on this website. The listings of some real estate brokerage firms have been excluded."

8.1.6 **Update frequency:** If you choose to update data on your site less frequently than daily, your IDX website must include a disclaimer indicating the frequency and days between scheduled updates. Additionally, all IDX websites must include a statement indicating the date of the last update similar to, "Data last updated: xx/xx/xx" on the search page. This is required because it is a violation of law to advertise a property for sale that is not for sale. If you download a listing record on Saturday, the property sells on Monday, and you don't update the data until the next Wednesday, the property will show as available on your site for two days during which it is not available. It is unclear whether this would be a violation of law; however, in order to be safe, the GFC CMLS requires that you disclose to consumers the frequency of data updates. For example:

On the data search page: "This data is updated once every three days. Some properties which appear for sale on this website 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)

WHO CAN HAVE AN IDX WEBSITE?

The GFC CMLS provides a personal version of the rDesk SearchPoint IDX program to every Participant and Subscriber. rDesk is a full featured and highly customizable IDX solution including a dynamic map search, capability, community demographic information, and a CMA. There is no charge for the rDesk IDX program; the GFC CMLS provides rDesk as part of a member's basic service.

The GFC CMLS will also provide brokerage firms with IDX data feeds. This allows brokerage companies to have custom IDX websites developed.

Agents who have their broker's permission may have an "approved IDX vendor provide an IDX system or they may "frame" their broker's IDX site within the agent's website.

SHOULD I CONTINUE TO SEND MY OWN LISTINGS TO OTHER WEBSITES 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 websites to draw consumers away from the brokerage community. Others feel that the exposure available from such websites 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 IDX?

The GFC CMLS monitors websites using the GFC CMLS IDX Data. It also monitors other real estate websites. If the GFC CMLS finds that an IDX site is misusing data, that broker or Subscriber will be notified of the wrongdoing and required to correct the problem. If the broker or Subscriber fails to correct the violation, he or she will have their access to IDX Data terminated, will be fined and may possibly even have their GFC CMLS privileges interrupted.

WHY WOULD I WANT TO DISPLAY OTHER BROKERS' LISTINGS ON MY WEBSITE?

Because by displaying the complete GFC CMLS inventory of active and recently sold listings, you are providing a service to consumers that can help keep them coming to your website. 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.)

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

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 serving Internet consumers, they will need to have websites 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 IDX. If you currently provide your listing data to one or more local or national websites on the theory that more exposure is better, why wouldn't you want your listings exposed on other brokers' websites?

WHY WOULD I WANT TO LET OTHER BROKERS DISPLAY MY LISTINGS IF I DON'T HAVE MY OWN WEBSITE?

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 IDX websites when the listings of other brokers do.

WILL THIS ALLOW BIG BROKERS TO HAVE MORE SUCCESSFUL WEBSITES? or WILL THIS MAKE LITTLE BROKERS LOOK LIKE BIG BROKERS?

You will get out of IDX whatever you put into it. Very large brokerages may have more money to put into their websites. They may spend more marketing dollars to get consumers to visit their sites. But small firms and agents that focus on Internet strategies and marketing may be able to look as "big" on the Internet as their much larger competitors. IDX is a tool designed to make *all* broker/agent sites more attractive to consumers.

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

Maybe. The listing firm's name has to appear on any detailed display of data for listings that don't belong to you or your company. 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 IDX websites.

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

IDXS may display active and sold listings of any or all of the GFC CMLS' eight property types. They may display only the data fields that appear in Appendix C of this document.

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

You don't. But it would be just as much a violation of the GFC CMLS Rules and Regulations under IDX as it was previously. Such an act would violate the Code of Ethics and Connecticut real estate law as well.

CAN THE CONSUMER LINK DIRECTLY TO THE LISTING AGENT'S E-MAIL?

An IDXs can provide linking on its own listings to its agents. It need not do so. This is a matter to be determined between the IDXs and its agents.

WHAT KIND OF ADVERTISING FOR OTHER SERVICES OR COMPANIES CAN BE INCLUDED ON WEBSITES WITH IDX DATA?

Anything that will not violate the GFC CMLS' Rules and Regulations regarding IDX. This means that a website hosting IDX Data, may sell advertising space to an automobile dealership on the site. Every page of your website could have an ad for a different advertiser. Keep in mind the following things: 1.) The site still has to be for and controlled by your real estate firm or agent. See Section 8.13 of the GFC CMLS Rules and Regulations. 2.) The advertising must not jeopardize the goodwill of the GFC CMLS or the listing broker; for example, advertising an obscene website above listing data. This will result in the IDX Data Feed to the IDXs being terminated. 3.) Banner ads 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 WEBSITE?

The GFC CMLS is providing great flexibility so you can compete in an increasingly complex industry. You must decide what your own business strategy is and whether IDX and a website with IDX 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 GFC CMLS members participating in the GFC CMLS, so that they may incorporate the Internet Data Exchange or IDX program into member websites. 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 GFC CMLS member participating in the GFC CMLS and the IDX program, which you are assisting in developing a website. **To the extent that this section supplements GFC CMLS' Rules and Regulations relating to IDX, it is a statement of GFC CMLS' policy regarding such matters.**

Definitions and purpose of Internet Data Exchange

"IDX" is a means by which each GFC CMLS Participant subscribing to the program (the "Internet Data Exchange Subscriber" or "IDX") permits the display of its active listings appearing in the GFC CMLS on each other IDX's Internet website. The "Internet Data Exchange Database" or "IDX Data" is the current aggregate compilation of all active exclusive listings of all IDXs except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. The goal of the IDX program is to permit participants in the GFC CMLS, i.e., real estate brokers and agents, to display the most complete set of data regarding listings for sale on their own websites.

An IDX has Three (3) Options he/she can exercise:

1. **Opting into the pool:** A GFC CMLS Participant is assumed to be an IDX unless it submits a request not to be included on a form supplied by GFC CMLS. (See the form "Election not to participate in the Internet Data Exchange program" at the end of this document.) There is no charge for a broker to become an IDX and thus contribute its listings to the IDX Database.
2. **Displaying Listing Addresses:** Unless a Broker specifically opts out in writing, the Broker is assumed to have given other brokers permission to publish his/her listing's addresses on their IDX websites. (NOTE: individual sellers may opt-out by so indicating on their Listing Agreement)
3. **Authorizing IDX Publication of Public Open Houses:** Unless a Broker specifically opts out in writing, the Broker is assumed to have given other brokers permission to publish his/her Public Open Houses on their IDX websites. **PLEASE NOTE** four (4) conditions must be met in order for an Open House to be included on IDX websites: (a.) the listing broker must not have opted out of this program, (b.) the listing broker must allow listing addresses to be included in IDX websites, (c.) the seller must have allowed his/her listing to be marketed on the Internet, and (d.) the seller must have allowed his/her listing's address to be included in Internet marketing.

Getting a data feed

Any IDX may display all or any portion of the IDX Database on its own website, provided it:

- Signs the required agreement with the GFC CMLS (See the CONTRACT at the end of this document.); and
- Abides by the GFC CMLS Rules and Regulations relating to IDX as set forth in this document as well as policy statements, which may be promulgated by the GFC CMLS from time to time. Note that explanations of the Rules and Regulations appear in Section 4.

Limitations on use

The IDX 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 websites. **Any use for any other purpose is STRICTLY PROHIBITED; the GFC CMLS will act aggressively to protect its copyrights in the IDX 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 the GFC CMLS recommends that you review this entire IDX Informational Packet for further details, particularly regarding Rules and Regulations and disclosures that should appear on your client's IDX website. The most recent version of this document is always available on the GFC CMLS' website, www.ct-mls.com.

Rules and Regulations

Sections 8.1 through 8.20 of the GFC CMLS' Rules and Regulations contain provisions relating to IDX. 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; the GFC CMLS 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 IDX data or any test sample of it, you must sign a contract with your client and the GFC CMLS. See the CONTRACT at the end of this document for details. **You must sign such a contract for each broker or agent for whom you provide services.** (If you do not, you may lose access to the IDX data if one of your clients leaves the GFC CMLS or ceases to participate in the IDX 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.

DATA UPDATE PROCESS IN GENERAL

Access methods

The GFC CMLS will provide access to retrieve the IDX and Open House Databases via its FTP site. Any IDXs intending to use any other method for downloading and updating the IDX Database must seek approval of its method from the GFC CMLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX Rules and Regulations will weaken system security or result in degradation of the performance of any of the GFC CMLS' systems. The use of any other method also requires payment to the GFC CMLS of any costs it incurs to provide and maintain the access method, including reasonable fees for GFC CMLS staff time

FTP access

The data, photo and informational files for IDX resides on an FTP server maintained by the GFC CMLS. Access to this FTP server is via the Internet with a user ID and password. The files you will need are in the IDX3 directory directly off the root FTP directory. You have read-only access to the directory.

Timing of FTP access

The data and photo files will be updated between **3:00am and 4:00am** 365 days each year.

DATA DESIGN & UPDATE PROCESS IN GENERAL

Data will be provided via ftp push:

The data for IDX resides on a secure server maintained for the GFC CMLS. The GFC CMLS will push IDX data to your secure ftp server between **4:00am and 6:00am EST**, 365 days each year.

TWO SETS OF DAILY FILES:

1. **The IDX Active and Sold Listing Data and Photos** will be provided in two (2) date & time stamped, daily "ZIP" files

Name	Size	Type	Date Modified
IDX_Ver3_img-full-part1--20090609_171313	204,014 KB	Compressed (zippe...	6/9/2009 5:24 PM
IDX_Ver3_dat-full-part1--20090609_171313	7,785 KB	Compressed (zippe...	6/9/2009 5:18 PM

- a) The "IDX_Ver3_img-full-part..." file will expand into "jpg" listing photos (*up to 16 per listing*) for each listing that has data included in either of the two "txt" files detailed directly below, if the photo(s) were either added or changed within the last two calendar days.
- b) The "IDX_Ver3_dat-full-part..." file will expand into three "tab delimited with headers txt" files files containing listing data for all authorized IDX listings either available for sale or sold within the last 365 days.

Name	Size	Type	Date Modified
IDX_Ver3_dat-full-part1-IDXActvListingsV3-20090609_171313	11,827 KB	Text Document	6/9/2009 5:14 PM
IDX_Ver3_dat-full-part1-IDXDailyPhotosActSoldV3-20090609_171313	15 KB	Text Document	6/9/2009 5:18 PM
IDX_Ver3_dat-full-part1-IDXSoldListingsV3-20090609_171313	12,670 KB	Text Document	6/9/2009 5:15 PM

- c) The "IDX_Ver3_dat-full-part1-IDXActvListings..." file contains a 191 field record for each authorized IDX listing currently available for sale. The 191 fields are defined in Appendix C.1 on page 29.
- d) The "IDX_Ver3_dat-full-part1-IDXDailyPhotosActSold..." file contains a list of every listing (by list number) which has one or more "jpg" listing photos included in the "IDX_Ver3_img-full-part..." file discussed above.
- e) The "IDX_Ver3_dat-full-part1-IDXSoldListings..." file contains a 191 field record for each authorized IDX listing sold within the last 365 days.

WARNING: While we only provide complete address information for every listing record contained in "IDX_Ver3_dat-full...zip" files **you may not publish the street number or street name of any listing unless there is both:**

- a "Y" in the "SELLERS_OK_TO_PUBLISH_ADDRESS_Y/N" field and,
- an "A" in the "BROKERS_OK_TO_PUBLISH_ADDRESS_A/N" field.

2. **The IDX Open House Listing Data and Photos** will be provided in two (2)) date & time stamped, daily "ZIP" files

Name	Size	Type	Date Modified
IDX_OH_Data_img-full-part1--20090609_145913	124,137 KB	Compressed (zipped...	6/9/2009 3:04 PM
IDX_OH_Data_dat-full-part1--20090609_145913	30 KB	Compressed (zipped...	6/9/2009 2:59 PM

- a) The "IDX_OH_Data_img-full-part..." file will expand into "jpg" listing photos for each listing (*up to 16 per listing*) that has data included in any of the three "txt" files detailed directly below., **Note:** because there are generally fewer than 200 open house listings included in the open house files, the daily photo files are a complete refresh not an incremental update.

- b) The “IDX_OH_Data_dat-full-part...” file will expand into three “tab delimited with headers txt” files. Combined the three files contain the open house listing data for all authorized Open House IDX listings scheduled during the next ten (10) calendar days. **Note:** to be included both the listing broker and the seller(s) must have authorized the listing’s address to be displayed on IDX websites.

Name	Size	Type	Date Modified
IDX_OH_Data_dat-full-part1-CNOpenHouseData-20090609_145913	18 KB	Text Document	6/9/2009 2:59 PM
IDX_OH_Data_dat-full-part1-MUOpenHouseData-20090609_145913	1 KB	Text Document	6/9/2009 2:59 PM
IDX_OH_Data_dat-full-part1-SFOpenHouseData-20090609_145913	57 KB	Text Document	6/9/2009 2:59 PM

- c) The “IDX_OH_Data_dat-full-part1-**CN**OpenHouseData...: file is a “tab delimited with headers” file that contains a 43 field record for each **Condominium** listing that has an IDX authorized Open house scheduled during the next ten (10) calendar days. The 43 fields are defined in Appendix C.2 on page 34.
- d) The “IDX_OH_Data_dat-full-part1-**MU**OpenHouseData...: file is a “tab delimited with headers” file that contains a 43 field record each for **Multi-Family** listing that has an IDX authorized Open house scheduled during the next ten (10) calendar days. The 43 fields are defined in Appendix C.2 on page 34.
- e) The “IDX_OH_Data_dat-full-part1-**SF**OpenHouseData...: file is a “tab delimited with headers” file that contains a 43 field record for each detached **Single Family** listing that has an IDX authorized Open house scheduled during the next ten (10) calendar days. The 43 fields are defined in Appendix C.2 on page 34.

OPEN HOUSE NOTE #1: We only provide information for an open house if: (a.) both the listing broker and the home owner have authorized their open houses to be included in our IDX Open house program, and (b.) the homeowner has agreed to allow the properties address to be displayed on the Internet.

OPEN HOUSE NOTE #2: While there are a few differences in the data fields populated for each of the three property types (*Condominium, Multi-Family & Single Family*) all three of the above files have been normalized to minimize the effort required to combine the three files into a single database.

OPEN HOUSE NOTE #3: Because listing agents occasionally include weekday “broker’s tour” information, which is not intended or appropriate for consumers, in the open house system we suggest filtering out open houses that fall on weekdays.

FILE STRUCTURES IN GENERAL

Listing Data + Agent & Office Data: Each data record for each listing provided in both the IDX and Open House data files contains all the Listing Data and its associated Agent & Office Data in a single flat-file.

- a) The IDX Listing Data file contains 191 field listing records for all eight property types in a single file. For example, a single IDX listing data file will contain Single Family Detached homes, Condominiums, Multi-Family homes, Residential Rentals, Vacant Land, Commercial properties for Sale, Commercial Properties for Lease and Businesses for Sale (there is very limited information for Commercial properties for Sale, Commercial Properties for Lease and Businesses for Sale listings).
- b) The IDX Open House Data file contains 43 field records for just three property types in a single file; Single Family Detached homes, Condominiums and Multi-Family homes.

Data File Layouts: Each record in each data file has a unique identifying listing number (or LIST_NO). Each data file contains a “Field Names” header in the first row of data. The names and order of the fields are listed in “Appendix C” of this manual. Many of the fields are “Field Coded”. The expanded translation of these codes is contained in an Excel workbook named “**Field Code Translations**” which is available in the IDX section of www.ct-mls.com or can be emailed to you on request. Within the Excel workbook each of these coded fields has a worksheet that lists the expanded translation for the codes used in that field. While you may not use all of these fields, they are included for your design flexibility.

Daily Photo files: The “img” files simply contain the jpg photo images for most of the listings included in the data files. The jpg file name is simply the listing number. All listing numbers contain eight numeric characters starting in 98##### and because each listing can have up to 16 photos the photo file naming convention is 98#####_1 – 98#####_16. While the daily photo files provided are incremental, each day we provide photos for the last two (2) days. **The Listing Number is the unique KEY to link to various files together.**

Full Photo Files: The full photo database should only be needed for an initial download or to occasionally clean out unneeded photos. Therefore, because they are very large, full photo files will only be provided as needed upon written request.

Appendix A – IDX Logo; User license and guidelines

The Greater Fairfield County CMLS, Inc., a Connecticut corporation (“GFC CMLS”), has created, and is the sole owner of, two logos. These logos are known as the “IDX Detail Logo” and the “IDX Thumbnail Logo”. Collectively they are known as the IDX Logos (the “Logos”). The GFC CMLS has the sole right to authorize use of the Logos in connection with real estate brokerage and/or advertising services. Each Subscriber in the GFC CMLS Internet Data Exchange Program (the “Program”) and each GFC CMLS Participant understands and agrees that an IDX Subscriber, and only a Subscriber, in the Program is permitted to use the Logos, and such license to use the Logos is subject to compliance with the following terms and conditions:

1. The Logos may be used solely by IDX Subscribers who are in good standing under the program Rules and Regulations as published and amended from time to time by the GFC CMLS.
2. The Logos shall be used only in the exact form authorized by the GFC CMLS, without any alteration, addition, deletion or other modification in design or color. The GFC CMLS will provide digital and/or camera-ready art for reproduction of the Logos in black and white.
3. The IDX Subscriber shall from time to time, upon request of the GFC CMLS, provide the GFC CMLS with samples of materials bearing the Logos to verify proper use of the Logos.
4. The GFC CMLS is the owner of the Logos and shall retain all ownership rights and interests in the Logos, including without limitation any registrations and/or applications to register the Logos.
5. The IDX Subscriber shall comply with all GFC CMLS Bylaws and Rules and Regulations, 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 Logos are used.
6. The IDX Subscriber shall indemnify, defend and hold the GFC CMLS 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 the GFC CMLS by reason of the Subscriber’s use of the Logos.
7. The IDX Subscriber’s right to use the Logos shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of the GFC CMLS or the Program, or upon written notice by the GFC CMLS in the event the Subscriber shall violate any provision of this User License.
8. Upon termination of the IDX Subscriber’s right to use the Logos for any reason, the Subscriber shall immediately discontinue all use of the Logos. The GFC CMLS may demand that the Subscriber recall and destroy goods and marketing materials bearing the Logos. The GFC CMLS reserves the right to inform its members and the public that the Subscriber is no longer entitled to use the Logos.
9. Upon termination of the IDX Subscriber’s right to use the Logos 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 Logos.
10. The GFC CMLS shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys’ fees) of enforcing this User License against the Subscriber. In addition, in the event of any violation of this User License, the GFC CMLS 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 User License.

Appendix B – Template website providers

The GFC CMLS has worked to provide a low-cost means for Participants and Subscribers to have an IDX web presence.

rDesk

The GFC CMLS provides all Participants and Subscribers with a free personal IDX program called rDesk, which can be quickly and easily added to any member's website. Complete information about rDesk can be found at:

http://www.ct-mls.com/idx/pdf/rDesk_Quick_Start_Manual.pdf

Authorized Third-Party “Template” Providers

The following is a list of several companies that can provide GFC CMLS members with inexpensive “template” websites. Such sites have “search engines” and “user interfaces” that are the same from broker to broker, but with unique broker branding.

- **Advanced Access** – www.advancedaccess.com
- **Arran Technologies** – www.arran.com
- **Birdview Technologies** – www.birdview.com
- **Homes.com** – www.homes.com
- **IDX Broker** – www.idxbroker.com
- **iHomeFinder** – www.ihomefinder.com
- **MarketLeader** – www.marketleader.com
- **SkyeMark Business Solutions** – www.skyemark.com
- **WolfNet Technologies, Inc.** – www.mlsfinder.com

This information may not be an up-to-date or complete list; The GFC CMLS does not receive any fees under these relationships.

Your best means of getting the best deal is to ask the questions in Section 6.5 above before signing any contract with a website designer.

Appendix C.1 – Internet Data Exchange fields for Active & Sold Listings

	Field Name (* Indicates a Coded field)	Field Code	Description
1	LIST_NO		Listing number (<i>key</i>)
2	SELLERS_OK_TO_PUBLISH_ADDRESS_Y/N		You can only include address (Street Address & Unit#) information for those listings with a “Y” in this field
3	BROKERS_OK_TO_PUBLISH_ADDRESS_A/N		You can only include address (Street Address & Unit#) information for those listings with an “A” in this field
4	NO_PHOTOS		The number of photos provided for this listing
5	LISTING_STATUS*	STATUS	Listing status
6	PROPERTY_TYPE*	PT	Property type
7	SUB_PROP_TYPE*	SPT	Sub property type
8	LIST_PRICE		Current list price
9	NEIGHBORHOOD*	MAR	Neighborhood
10	SUBDIVISION		Subdivision
11	COMPLEX_NAME		Condominium complex name
12	MODEL_NAME		Name the developer gave a given floor plan
13	ADDRESS		Compilation of street direction street number, street name, street type
14	STREET_DIRECTION		Street Direction (N,S,E,W)
15	STREET_NAME		Name of Street
16	STREET_NO		Street Number
17	STREET_TYPE		Street Type (Rd., St., Cir, etc)
18	UNIT_NO		Unit Number (typically used in Condominium and apartments)
19	TOWN_NAME		Name of town, city
20	ZIP_CODE		Zip Code
21	ZIP_PLUS4		Zip-plus 4
22	LATITUDE		Latitude location in non-decimal format
23	LONGITUDE		Longitude location in non-decimal format
24	REO_PROPERTY_Y/N		Foreclosed or lender owned/controlled property
25	ADULT_COMMUNITY_Y/N		Legally restricted to owners 55 and older
26	HANDICAP_MODIFIED_Y/N		Property is designed to accommodate handicap persons
27	PETS_ALLOWED_Y/N		Indicates if the condo or apartment allows pets
28	NO_ACRES		Size of lot in acres or percentage of acres
29	LOCATION*	LOC	Urban, Suburban, Downtown, Rural, etc.
30	LOT_DESCRIPTION*	LTDS	Sloping, wooded, level, water frontage, etc.
31	IMPROVEMENTS*	IMPV	Curbs, sidewalks, storm drains, etc.
32	DIVISIBLE_Y/N		Can the property be subdivided
33	NO_OF_LOTS		Number of lots included in the listed property
34	ROAD_FRONTAGE		Street frontage in feet

	Field Name (* Indicates a Coded field)	Field Code	Description
35	UTILITIES_AVAILABLE*	UTIL	List of utilities available to the property
36	NEW_CONSTRUCTION*	NCO	Indicates if the property is newly constructed and if so its status
37	YEAR_BUILT		The year the listed property was built
38	NO_SQUARE_FEET		The size of the home or condo in square feet
39	STYLE*	STYL	Ranch, cape, colonial, etc.
40	NO_ROOMS		Total number of rooms
41	MULTI_FAMILY_TOTAL_RMS		Total number of rooms
42	NO_BEDROOMS		Total number of bed rooms
43	MULTI_FAMILY_TOTAL_BRS		Total number of bedrooms (Multi-Family)
44	NO_FULL_BATHS		Total number of full bathrooms
45	TOTAL_BATHS		Total number of bathrooms & half baths combined
46	NO_HALF_BATHS		Total number of half baths
47	NO_FIREPLACES		Total number of fireplaces
48	ATTIC_Y/N		Indicates if the listing has an attic
49	BASEMENT_DESCRIPTION*	BSMT	Features of a listings basement
50	NO_GARAGES		Capacity of a garage by cars
51	PARKING/GARAGE_DESCRIPTION*	PRKG	Features of a listings garage or parking facilities
52	DIRECT_WATERFRONT_Y/N		Indicates if a listing directly abuts a body of water
53	WATERFRONT_DESCRIPTION*	WTFT	Describes a listing's waterfront relationship(s)
54	WATER_SEWER_DESCRIPTION*	WTSW	Describes a listings water and sewer features
55	IDX_REMARKS_LINE1		Public advertng
56	IDX_REMARKS_LINE2		Public advertng
57	IDX_REMARKS_LINE3		Public advertng
58	IDX_REMARKS_LINE4		Public advertng
59	HEATING_DESCRIPTION*	HEAT	Describes a listings heating features
60	COOLING_DESCRIPTION*	COOL	Describes a listings heating features
61	HOME_WARRANTY_Y/N		Identifies if the sale includes a home warranty
62	AREA_AMENITIES*	AMN	Describes amenities such as an elevator or a library on or near the property
63	APPLIANCES*	APPL	Identifies listing's appliances
64	MASTER_BR_DESCRIPTION*	MBRD	Identifies room features
65	MASTER_BR_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
66	MASTER_BR_LEVEL*	MBRL	Identifies the floor or level on which the room is located
67	BR1_DESCRIPTION*	BR1D	Identifies room features
68	BR1_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
69	BR1_LEVEL*	BR1L	Identifies the floor or level on which the room is located
70	BR2_DESCRIPTION*	BR2D	Identifies room features

	Field Name (* Indicates a Coded field)	Field Code	Description
71	BR2_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
72	BR2_LEVEL *	BR2L	Identifies the floor or level on which the room is located
73	BR3_DESCRIPTION*	BR3D	Identifies room features
74	BR3_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
75	BR3_LEVEL *	BR3L	Identifies the floor or level on which the room is located
76	BR4_DESCRIPTION*	BR4D	Identifies room features
77	BR4_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
78	BR4_LEVEL *	BR4L	Identifies the floor or level on which the room is located
79	DEN_DESCRIPTION*	DEND	Identifies room features
80	DEN_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
81	DEN_LEVEL *	DENL	Identifies the floor or level on which the room is located
82	DINING_DESCRIPTION*	DIND	Identifies room features
83	DINING_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
84	DINING_LEVEL *	DINL	Identifies the floor or level on which the room is located
85	FAMILY_RM_DESCRIPTION*	FAMD	Identifies room features
86	FAMILY_RM_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
87	FAMILY_RM_LEVEL *	FAML	Identifies the floor or level on which the room is located
88	KITCHEN_DESCRIPTION*	KITD	Identifies room features
89	KITCHEN_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
90	KITCHEN_LEVEL *	KITL	Identifies the floor or level on which the room is located
91	LIVING_RM_DESCRIPTION*	LIVD	Identifies room features
92	LIVING_RM_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
93	LIVING_RM_LEVEL *	LIVL	Identifies the floor or level on which the room is located
94	OTHER_RM1_NAME*	OR1	Provides a name for "OTHER_RM1"
95	OTHER_RM1_DESCRIPTION*	OR1D	Identifies room features
96	OTHER_RM1_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
97	OTHER_RM1_LEVEL *	OR1L	Identifies the floor or level on which the room is located
98	OTHER_RM2_NAME*	OR2	Provides a name for "OTHER_RM2"
99	OTHER_RM2_DESCRIPTION*	OR2D	Identifies room features
100	OTHER_RM2_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
101	OTHER_RM2_LEVEL *	OR2L	Identifies the floor or level on which the room is located
102	OTHER_RM3_NAME*	OR3	Provides a name for "OTHER_RM3"
103	OTHER_RM3_DESCRIPTION*	OR3D	Identifies room features
104	OTHER_RM3_DIMENTIONS		Provides a room's dimensions in feet or feet & inches
105	OTHER_RM3_LEVEL *	OR3L	Identifies the floor or level on which the room is located
106	OTHER_ROOMS*	OTRM	Provides the ability to identify additional rooms in large homes

	Field Name (* Indicates a Coded field)	Field Code	Description
107	LAUNDRY_LOCATION		Provides the laundry's location
108	NO_UNITS		Provides the number of living units in a condominium or apartment building
109	UNIT_FLOOR_NO		Identifies the floor or level on which the condominium is located
110	END_UNIT_Y/N		Identifies if the condominium or apartment is an end unit
111	NO_LEVELS_IN_UNIT		Identifies how many floors or levels in the property
112	INTERIOR_FEATURES*	INTF	Describes a listing's interior features
112	SEPERATE_UTILITIES*	SEPU	Identifies which utilities are provided separately to unit in multi-Family Listings
114	FOUNDATION_TYPE*	FND	Identifies the type of foundation a property was built on
115	EXTERIOR*	EXT	Describes the materials used to cover the property's exterior
116	ROOF_TYPE*	ROOF	Describes the materials used to make the roof
117	EXTERIOR_FEATURES*	EXTF	Describes a listing's exterior features
118	FENCE_DESCRIPTION*	FEN	Describes the type of fence, if any
119	MISCELLANEOUS*	MISC	Describes "misc" features in multi-Family Listings
120	PROPERTY_TAXES		Annual property tax
121	HOME_OWNER_ASSOC_Y/N		Identifies properties subject to an Home Owners association
122	HO_ASSOC_FEE		Amount of Home Owners association fee
123	ASSOC_FEE_INCLUDES*	AFI	Identifies the services a Home Owners association provides
124	U1_APPLIANCES*	U1APPL	Appliances included in Unit# 1
125	U1_FULL_BATHS		Number of Full Baths in Unit# 1
126	U1_LEASE_Y/N		Identifies if Unit#1 is encumbered by a lease
127	U1_MONTHLY_RENT		Identifies the amount of Unit#1's monthly rent
128	U1_NO_BEDROOMS		Number of Bedrooms in Unit# 1
129	U1_NO_ROOMS		Number of rooms in Unit# 1
130	U1_OCCUPIED*	U1OC	Identifies if Unit # 1 is vacant or occupied by a tenant or owner
131	U1_PART_BATHS		Number of Partial Baths in Unit# 1
132	U2_APPLIANCES*	U2APPL	Appliances included in Unit# 2
133	U2_FULL_BATHS		Number of Full Baths in Unit# 2
134	U2_LEASE_Y/N		Identifies if Unit#2 is encumbered by a lease
135	U2_MONTHLY_RENT		Identifies the amount of Unit#2's monthly rent
136	U2_NO_BEDROOMS		Number of Bedrooms in Unit# 2
137	U2_NO_ROOMS		Number of rooms in Unit# 2
138	U2_OCCUPIED*	U2OC	Identifies if Unit # 2 is vacant or occupied by a tenant or owner
139	U2_PART_BATHS		Number of Partial Baths in Unit# 2
140	U3_APPLIANCES*	U3APPL	Appliances included in Unit# 3
141	U3_FULL_BATHS		Number of Full Baths in Unit# 3
142	U3_LEASE_Y/N		Identifies if Unit#3 is encumbered by a lease
143	U3_MONTHLY_RENT		Identifies the amount of Unit#3's monthly rent

	Field Name (* Indicates a Coded field)	Field Code	Description
144	U3_NO_BEDROOMS		Number of Bedrooms in Unit# 3
145	U3_NO_ROOMS		Number of rooms in Unit# 3
146	U3_OCCUPIED*	U3OC	Identifies if Unit # 3 is vacant or occupied by a tenant or owner
147	U3_PART_BATHS		Number of Partial Baths in Unit# 3
148	U4_APPLIANCES*	U4APPL	Appliances included in Unit# 4
149	U4_FULL_BATHS		Number of Full Baths in Unit# 4
150	U4_LEASE_Y/N		Identifies if Unit#4 is encumbered by a lease
151	U4_MONTHLY_RENT		Identifies the amount of Unit#4's monthly rent
152	U4_NO_BEDROOMS		Number of Bedrooms in Unit# 4
153	U4_NO_ROOMS		Number of rooms in Unit# 4
154	U4_OCCUPIED*	U4OC	Identifies if Unit # 4 is vacant or occupied by a tenant or owner
155	U4_PART_BATHS		Number of Partial Baths in Unit# 4
156	ELEMENTARY_SCHOOL		Name of Elementary School
157	MIDDLE_SCHOOL		Name of MIDDLE School
158	HIGH_SCHOOL		Name of High School
159	DATE_LISTED		Original listing date
160	DATE_CLOSED		If a sold property the date it last sold
161	SALE_PRICE		If a sold property the reported sale price
162	DAYS_ON_MARKET		The number of days a listing is (or a sold property was) on the market
163	ACCEPTABLE_FINANCING*	AFIN	Types of financing the property that can be used to purchase the property
164	LIST_OFFICE_ID		The listing office's Office ID
165	LIST_OFFICE_NAME		The listing office's name
166	LIST_OFFICE_PHONE		The listing office's telephone number
167	LIST_OFFICE_FAX		The listing office's fax number
168	LIST_OFFICE_EMAIL		The listing office's email address
169	LIST_OFFICE_ADD1		The first line of the listing office's address
170	LIST_OFFICE_ADD2		The second line of the listing office's address
171	LIST_OFFICE_CITY		The city in which the listing office is located
172	LIST_OFFICE_STATE		The state in which the listing office is located
173	LIST_OFFICE_ZIP		The listing office's zip code
174	LIST_AGENT_ID		The listing agent's Agent ID
175	LIST_AGENT_NAME		The listing agent's name
176	LIST_AGENT_PHONE		The listing agent's telephone number
177	LIST_AGENT_EMAIL		The listing agent's email address
178	SALE_OFFICE_ID		If sold the selling office's Office ID
179	SALE_OFFICE_NAME		If sold, the selling office's Office ID
180	SALE_OFFICE_PHONE		If sold, the selling office's telephone number
181	SALE_OFFICE_FAX		If sold, the selling office's fax number

	Field Name (* Indicates a Coded field)	Field Code	Description
182	SALE_OFFICE_EMAIL		If sold, the selling office's email address
183	SALE_OFFICE_ADD1		If sold, the first line of the selling office's address
184	SALE_OFFICE_ADD2		If sold, the second line of the selling office's address
185	SALE_OFFICE_CITY		If sold, the city in which the selling office is located
186	SALE_OFFICE_STATE		If sold, the state in which the selling office is located
187	SALE_OFFICE_ZIP		If sold, the selling office's zip code
188	SALE_AGENT_ID		If sold, the selling agent's Agent ID
189	SALE_AGENT_NAME		If sold, the selling agent's name
190	SALE_AGENT_PHONE		If sold, the selling agent's telephone number
191	SALE_AGENT_EMAIL		If sold, the selling agent's email address

Appendix C.2 – Internet Data Exchange Open House fields

	Field Name (* Indicates a Coded field)	Field Code	Description
1	LIST_NO		Unique Listing Identifier
2	FIRST/REPEAT_OH*	TOUR_NR	Indicates if this is the first (F) or repeat (R) open house for this specific listing
3	START_DATE/TIME		Date/Time the Open House Begins (We suggest only displaying weekend open houses as those scheduled Monday-Friday are probably just for MLS members)
4	END_DATE/TIME		Date & Time the Open House Ends
5	LISTING_STATUS*	STATUS	Indicates listings current status (ACTV, BOMK, CTS, HUB, NEW, RAIS, REDC, EBMK)
6	PROPERTY_TYPE*	PT	Property Types = CN (Condominium), MU (Multi Family) and SF (Single Family)
7	NO_OF_UNITS		Indicates the number of living units in Multi-Family listings
8	LIST_PRICE		Indicates the listings current list price
9	COMPLEX_NAME		The name of a condominium
10	ADULT_COMMUNITY_Y/N		A "Y" indicates the property is legally age restricted to those 55 years old and older
11	REO_PROPERTY_Y/N		A "Y" indicates a listed property that is being marketed by a lender or subject to a lender or the lender's authorized representative approval.
12	ADDRESS		Includes the street number, street name, street type and street direction
13	UNIT_NO		Typically used to identify individual units within a condominium complex
14	TOWN_NAME		The name of the town in which the listing is located
15	ZIP_CODE		The zip code in which the listing is located
16	LATITUDE		Location coordinate for geo-coding
17	LONGITUDE		Location coordinate for geo-coding
18	NO_ACRES		Size of a property's lot in acres as a decimal
19	NEW_CONSTRUCTION		Indicates if the property is considered New Construction and if so what type
20	YEAR_BUILT		The year the listing was built
21	NO_SQUARE_FEET		The size of the property in square feet
22	STYLE*	STYL	Indicates the residences style, such as Ranch, Cape, Colonial, Studio, etc
23	NO_ROOMS		Number of rooms
24	NO_BEDROOMS		Number of bedrooms
25	FULL_BATHS		Number of full bathrooms

	Field Name (* Indicates a Coded field)	Field Code	Description
26	HALF_BATHS		Number of half baths
27	NO_FIREPLACES		Number of fireplaces
28	BASEMENT_DESCRIPTION*	BSMT	Codes that identify basement features
29	NO_GARAGES		Indicates a garages capacity as a number of cars
30	PARKING/GARAGES_DESCRIPTION *	PRKG	Codes that identify they type of garage or parking facility
31	DIRECT_WATERFRONT_Y/N		Indicates if the property directly touches a body of water
32	WATERFRONT_DESCRIPTION*	WTFT	Codes identify a property's access to waterfront features
33	OH_REMARKS_LINE1		Free form text field used to describe the property or the open house
34	OH_REMARKS_LINE2		Free form text field used to describe the property or the open house
35	OH_REMARKS_LINE3		Free form text field used to describe the property or the open house
36	OH_DIRECTIONS_LINE1		Directions to the property
37	OH_DIRECTIONS_LINE2		Directions to the property
38	LISTING_OFFICE_ID		The listing office's Office ID
39	LISTING_OFFICE_NAME		The listing office's name
40	LISTING_OFFICE_PHONE		The listing office's telephone number
41	LISTING_AGENT_ID		The listing agent's Agent ID
42	LISTING_AGENT_NAME		The listing agent's name
43	NO_PHOTOS		Indicates number of photos attached to the listing (photos in a separate file)

Appendix D – Approved logos & sample displays

The GFC CMLS Rules and Regulations Sections 8.9 through 8.11 (reproduced in Section 4 of this document) detail how and when the following Icons must be used.

“IDX Thumbnail Logo”:



(This logo must always be at least 35 pixels wide by 35 pixels high)

“IDX Detail Logo”:



(This logo must always be at least 105 pixels wide by 35 pixels high)

Digital versions of these Logos are available for downloading from the GFC CMLS website: www.ct-mls.com

Sample of Required Disclosure:



The following is a sample display of the “IDX Detail Logo” and the associated disclosure, as required in Section 8.9 of the GFC CMLS Rules and Regulations. This must appear on the first page of any IDX website on which any listing data is displayed:



The data relating to real estate for sale on this website comes in part from the Internet Data Exchange Program of the Greater Fairfield County CMLS, Inc. Real estate listings held by brokerage firms other than [insert your firm’s name here] are marked with either the “IDX Detail Logo” or the “IDX Thumbnail Logo” (**a little black house surrounding the letters “IDX”**) and detailed information about them includes the name of the listing broker.

Sample Brief or Thumbnail Display:

The following display illustrates usage of the “IDX Thumbnail Logo” with a brief or “Thumbnail” display meeting the requirements of Section 8.10 of the GFC CMLS Rules and Regulations.

	<p>\$475,000</p> <p>Single Family</p> <p>Norwalk</p> <p>1.47 acres (approx)</p> <p>4 Bedrooms / 3 Baths</p> <p>2752 SF (approx)</p> <p>More Details...</p>	<p>(3 of 30 listings)</p>  <p>Status: Active</p>
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GFC CMLS IDX "Opt_out" form

Complete this form **ONLY** if you do not want your entire company to participate in the GFC CMLS Internet Data Exchange (IDX) program or one of the key feature itemized below

This form must be filled out completely and signed by the Participant for your company. Once it has been filled out and signed, please fax or mail it to the GFC CMLS at Suite 23, 101 Merritt 7 Corp. Park, Norwalk, CT 06851-6216, Fax: (203) 840-6678.

Firm Name: _____ Firm MLS OFFICE ID: _____

Participant: _____ Broker MLS AGENT ID: _____

E-mail address: _____

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Please check all appropriate box(s)

MY FIRM DOES NOT WISH TO PARTICIPATE IN THE GFC CMLS INTERNET DATA EXCHANGE PROGRAM AT THIS TIME. I understand that this applies to all of my firm's offices and means that other Internet Data Exchange Subscribers will not be permitted to display my firm's listings on their websites. I further understand that my firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so. I also understand that I may reverse my decision and become and IDX Subscriber at any time in the future by completing the appropriate paper work.

MY FIRM DOES NOT WANT TO ALLOW OTHER BROKERS TO PUBLISH OUR OPEN HOUSES ON THE INTERNET

MY FIRM WANTS TO PARTICIPATE IN THE GFC CMLS INTERNET DATA EXCHANGE PROGRAM AT THIS TIME BUT DOES NOT WANT TO ALLOW OTHER BROKERS TO PUBLISH OUR LISTING'S ADDRESSES ON THE INTERNET.

I certify that I am the Participant for the firm whose ID number first appears above. I represent that I have authority to execute this form on behalf of my firm and all of its offices.

Signature: _____ Dated: _____

Election to participate in the GFC CMLS IDX form

Participation in the GFC CMLS Internet Data Exchange program is automatic. You need to complete this form **ONLY** if you have previously “opted” your firm out of the program and now wish to participate.

This form must be filled out completely and signed by the Participant for your company. Once you have filled it out and signed it, fax or mail it to the GFC CMLS at Suite 23, 101 Merritt 7 Corp. Park, Norwalk, CT 06851-6216, Fax: (203) 840-6678.

Firm Name: _____ Firm MLS OFFICE ID: _____

Participant: _____ Broker MLS AGENT ID: _____

E-mail address: _____

*(You **must** supply an e-mail address here. This address will be the GFC CMLS' primary means of communicating with you about IDX developments.)*

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Please check all appropriate box(s)

MY FIRM WISHES TO PARTICIPATE IN THE GFC CMLS INTERNET DATA EXCHANGE PROGRAM. I understand that this applies to all of my firm's offices and that I am hereby giving every other Internet Data Exchange Subscriber in the GFC CMLS permission to advertise my firm's active MLS listings on its own website, subject to the Rules and Regulations of the GFC CMLS and that other IDXs are not obliged to display my listings. I authorize the GFC CMLS to distribute my active listing data to other Internet Data Exchange Subscribers pursuant to its Rules and Regulations. I also understand that I may reverse my decision and opt out of the IDX program at any time in the future by completing the appropriate paper work.

MY FIRM DOES – DOES NOT WANT TO ALLOW OTHER BROKERS TO PUBLISH OUR OPEN HOUSES ON THE INTERNET

MY FIRM DOES – DOES NOT WANT TO PARTICIPATE IN THE GFC CMLS INTERNET DATA EXCHANGE PROGRAM AT THIS TIME BUT DOES NOT WANT TO ALLOW OTHER BROKERS TO PUBLISH OUR LISTING'S ADDRESSES ON THE INTERNET.

I certify that I am the Participant for the firm whose ID number first appears above. I represent that I have authority to execute this form on behalf of my firm and all of its offices.

Signature: _____ Dated: _____

CONTRACT: Agreement to access the IDX data feeds

Note: By completing this agreement you are creating a legally binding contract between your brokerage firm (and optionally an agent affiliated with the firm), the GFC CMLS and the vendor, developer or consultant that will build and/or provide your firm with an IDX solution.. By submitting this agreement, you are becoming an Internet Data Exchange Subscriber (IDX) and or authorizing an affiliated agent to provide IDX data on the agent's website. **This agreement must be filled out completely and signed by: (i.) the consultant/vendor, (ii.) an owner of the GFC CMLS member firm or its authorized representative (and affiliated agent when appropriate).** Once it has been filled out and signed, fax or mail it to the GFC CMLS at Suite 23, 101 Merritt 7 Corp. Park, Norwalk, CT 06851-6216, Fax: (203) 840-6678. The GFC CMLS 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 Greater Fairfield County CMLS, Inc. (GFC CMLS), the GFC CMLS member real estate firm (and affiliated agent when appropriate) whose name(s) and contact information appear on the signature page of this Agreement designated "Firm/Broker/Agent Information and Signature" (the "**Firm**"), and the companies/individuals whose names, contact information and signatures appear on the signature page of this Agreement designated "Consultant/Vendor Information and Signature" (collectively, "**the Consultants**").

RECITALS

2. The firm wishes to obtain, and the GFC CMLS wishes to provide, data for firm's or designated affiliated agent's website, including the listing data of other real estate brokerages participating in the GFC CMLS. The 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.

Affiliated Agent: A licensed sales agent affiliated with an owner/broker or appraiser (Participant) of a firm holding membership in the Greater Fairfield County CMLS, Inc.

IDX Subscriber (IDX): The owner/broker or appraiser (Participant) of a firm holding membership in the Greater Fairfield County CMLS, Inc.

Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active and recently sold exclusive listings and optionally public open house data and photos, of all Internet Data Exchange Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. The GFC CMLS owns the IDX Data.

Internet Data Exchange Subscriber or IDX: An IDX Subscriber who gives permission to other IDX Subscribers to display its active and recently sold listings and optional public open house data on their websites in return for their permission to advertise their listings on its website.

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 the GFC CMLS, as amended from time to time, and any operating policies relating to the IDX Data and IDXs promulgated by the GFC CMLS.

Subscriber Data: Data relating to real estate for sale, previously sold or scheduled for a public open house, including the IDX Data, and data relating to GFC CMLS Members and Subscribers, entered into the Compass System. The GFC CMLS owns the Subscriber Data.

GFC CMLS' OBLIGATIONS

4. During the term of this Agreement, the GFC CMLS grants to IDXs or its Affiliated Agent, as appropriate, a license to:
 - a. Display the IDX Data on Firm's or Affiliated Agent's website, and
 - b. Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's or Affiliated Agent's website.
 - c. Use the "IDX Detail Logo" and the "IDX Thumbnail Logo".
5. During the term of this Agreement, the GFC CMLS agrees to provide to Firm or Affiliated Agent and its Consultants:
 - a. Access to the IDX Data via the Internet using File Transfer Protocol ("**FTP**"), under the same terms and conditions GFC CMLS offers to other Subscribers;
 - b. Seven (7) days' advance notice of changes to the file and record formats of the IDX Data;
 - c. Seven (7) days' advance notice of changes to the Rules and Regulations.

FIRM'S/AFFILIATED AGENT'S OBLIGATIONS

6. Firm and Affiliated Agent shall comply with the GFC CMLS Rules and Regulations at all times.
7. Firm and Affiliated Agent acknowledges the GFC CMLS' ownership of the copyrights in the Subscriber Data, the IDX Data, the "IDX Detail Logo" and the "IDX Thumbnail Logo".
8. Firm and Affiliated Agent shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm desires to make the IDX 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 the GFC CMLS notifies the Firm or Affiliated Agent of a breach of the Rules or this Agreement and Firm or Affiliated Agent does not immediately cure such breach, Firm agrees that the GFC CMLS may seek cure from the Consultants, or any one of them.

11. Firm or Affiliated Agent shall notify the GFC CMLS within five (5) business days of any change to the information relating to Firm or Affiliated Agent on the Firm/Broker/Agent Information and Signature page below.

CONSULTANT'S OBLIGATIONS

12. If the GFC CMLS notifies the Firm of a breach of the Rules or this Agreement and the Firm does not immediately cure such breach, the GFC CMLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with the GFC CMLS and act immediately upon notification by the GFC CMLS of an uncured breach by Firm.
13. The Consultant acknowledges the GFC CMLS' ownership of the copyrights in the Subscriber Data, the IDX Data, the "IDX Detail Logo" and the "IDX Thumbnail Logo".
14. The Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. The Consultant shall notify the GFC CMLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

16. "**Confidential Information**" is information or material proprietary to the GFC CMLS or designated "confidential" by the GFC CMLS and not generally known to the public, that Firm, Affiliated Agent or Consultant 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 IDX 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 the GFC CMLS obtains from any third party that the GFC CMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by the GFC CMLS.
17. **Exceptions.** The Confidential Information does not include information that:
 - a. Is in the public domain at the time of disclosure;
 - b. Is known to the Receiving Party at the time of disclosure;
 - c. Is used or disclosed by the Receiving Party with the prior written consent of the GFC CMLS, to the extent of such consent;

- d. Becomes known to the Receiving Party from a source other than the GFC CMLS 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 the GFC CMLS; or
- e. Is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to the GFC CMLS prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with the GFC CMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by the GFC CMLS.
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 GFC CMLS Rules and Regulations and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
20. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of the GFC CMLS 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 the GFC CMLS. If the GFC CMLS 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 the GFC CMLS' prior written consent. In the event the GFC CMLS 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 the GFC CMLS, the Receiving Party will return to the GFC CMLS all Confidential Information and all other materials provided by the GFC CMLS 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 the GFC CMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to the GFC CMLS 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 "The GFC CMLS Information and Signature Page" below. The GFC CMLS 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. The GFC CMLS' notice to Firm that this Agreement is terminated.
- b. Firm's notice to the GFC CMLS that it no longer intends to display IDX Data on its website.
- c. Termination of Firm's or Affiliated Agent's GFC CMLS membership privileges.

GENERAL PROVISIONS

25. **Survival of Obligations.** The obligations of Firm/Affiliated Agent set forth under "Firm's/Affiliated Agent's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
26. **The GFC CMLS' Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm/Affiliated Agents and Consultants acknowledge that the GFC CMLS 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 the GFC CMLS for a breach. The GFC CMLS 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/Affiliated Agent or Consultants or any one of them, without showing or proving any actual damages sustained by the GFC CMLS.
27. **Attorney's fees.** If the GFC CMLS 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 the GFC CMLS' reasonable attorney's fees and costs for such legal action.
28. **Limitation of Liability.** The GFC CMLS' liability to Firm/Affiliated Agent 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 the GFC CMLS, if any, under this Agreement. Firm's/Affiliated Agent's and Consultants' only other remedy shall be termination of this Agreement. The GFC CMLS shall not be liable for any incidental or consequential damages under any circumstances, even if the GFC CMLS has been advised of the possibility of such damages. The GFC CMLS shall have no liability for inaccuracies in the IDX 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/Affiliated Agent 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 the GFC CMLS.
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 GFC CMLS Rules and Regulations are expressly incorporated into this Agreement by reference.
33. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Connecticut.

Broker/Firm/Agent Information and Signature Page

PLEASE TYPE OR PRINT CLEARLY

Broker/Agent Name: _____

MLS/User ID: _____ Phone w/ Area Code: _____

Broker/Agent Email Address: _____

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

Firm/Company Name: _____

MLS/Office ID: _____ Phone w/ Area Code: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Office Fax number w/area code: _____

Website URL(s) on which IDX will be displayed: _____

For Office websites only the Participant (Broker) must sign below.

For Agent websites both the Agent and the Participant (Broker) must sign below.

The parties signing below acknowledge and agree to comply with all GFC CMLS IDX policies and understand that IDX services will not be provided to Participants and Subscribers whose services have been suspended or terminated for any reason.

Participant Signature _____
Date

Agent Signature _____
Date

Consultant/Vendor Information and Signature Page

NOTE TO CONSULTANT: Please reproduce this page for each broker/company to whom you intend to provide IDX services under this Agreement.

Consultant (company or individual) Name: _____

E-mail address: _____

(You **must** supply an e-mail address here. This address will be the GFC CMLS' principal means of communicating with you under this Agreement.)

Consultant Street Address: _____

Consultant City, St, Zip: _____

Phone: _____ Fax: _____

****PLEASE PROVIDE THE IP ADDRESS OF THE SERVER ON WHICH ALL GFC CMLS IDX DATA WILL BE STORED:** _____

PLEASE NOTE: By signing below the Consultant accepts responsibility for filtering out the "ADDRESS" and "UNIT NO" data from those listings which either or both the Listing Broker or the Seller has refused permission for the display of address information on IDX websites. (See page 23 of the GFC CMLS "IDX Informational packet & technical documentation," version 3.x for more information.)

Entered into on behalf of Consultant by:

Signature

Print Name

Title

Date

NOTE TO CONSULTANT: Be sure to enter into this Access to Internet Data Exchange data feed contract with the GFC CMLS and every real estate broker to which you provide services.

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

GFC CMLS Information and Signature Page

The GFC CMLS will fill out the information required below after signing this Agreement. The GFC CMLS will then return a copy of this Agreement to Firm/Affiliated Agent and Consultant. The following information is Confidential Information under this Agreement.

Entered into on behalf of GFC CMLS by:

Signature

Print Name

Title

Effective Date

FTP URL: _____

FTP User ID: _____

FTP Password: _____

Consultant's Name: _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____

Affiliated Agent's Name (*if applicable*): _____

Affiliated Agent's MLS ID (*if applicable*): _____