



BROKER RECIPROCALITY

Broker Informational Document

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For the most current version of this document, please check GAMLS' web site at www.gamls.com, click on the Broker Reciprocity Program link on the GAMLS forms and documents page.

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1 Broker Overview

Broker Reciprocity is a system where brokers give each other permission to display their listings on each other's web sites. Brokers who participate in the program are called "Broker Reciprocity Participants" or "BRPs". They can display all of each other's active listings. If a GAMLs Broker chooses not to participate in the program, no other broker will be permitted to display their listings, and they will not be able to display the listings of other Brokers that are participating in the program. Participation in the program is purely optional, and the decision to participation can be changed at any time by written notice to GAMLs.

THE PURPOSE OF THE BROKER RECIPROCIITY PROGRAM

The purpose of the Broker Reciprocity Program is to empower GAMLs Brokers to deal with the real estate consumer of the future, and to establish guidelines for the advancing technology facing Real Estate today and in the future. With the growing popularity of the Internet, buyers and sellers are putting greater reliance on the information from web sites when making real estate decisions. This Program will make GAMLs Broker's web sites a more complete resource, and thereby more attractive to potential clients. But, the most important purpose of the Program is to help maintain the real estate professional's position as the center of the real estate transaction. This central position is created by establishing the first contact and maintaining that contact with buyers and sellers through out the sales transaction.

The Program will also allow GAMLs Brokers to compete in their local markets with national real estate web sites such as Realtor.com. National sites have the potential to be a real threat to the real estate industry. Broker Reciprocity will reduce the power the national sites have by providing an alternative location for consumer information. Participant's sites can become the most popular sites by providing unique and easy interfaces, valuable subsidiary information, as well as a complete list of properties available for sale.

The bottom line is exposure. Broker Reciprocity will provide additional exposure for each listing participating in the program, and greater exposure equates to more sales. The more exposure a listing has the more likely it is to sell faster for more money, and isn't that the ultimate goal of every real estate professional.

PARTICIPATING IN THE BROKER RECIPROCIITY PROGRAM

Being a BRP just means that all other BRPs have permission to display your active listings on their web sites and you have permission to display their active listings on your web site according to the Broker Reciprocity Rules and Regulations. Permission is given and received in the same act. That's why it's called "reciprocity."

GAMLs Brokers do not need to take any action to become a BRP. All GAMLs Brokers are automatically participants in the Broker Reciprocity program when implemented. **GAMLs Brokers that don't want to participate must fill out the form, "Adding/Dropping Broker Reciprocity," attached as Appendix B. The form can be filed at any time since participation in the program is purely optional.** Once dropped from the program your data will stop appearing in the Broker Reciprocity Database the next business day. Remember that listing information could appear up to a week later since Participant's sites have up to one-week to update their sites.

Program participants do not have to have a web site to be a BRP. But to take maximum advantage of the program, it's recommended they have one. To put Broker Reciprocity data on

your web site, sign GAMLS' "Access to Broker Reciprocity Data Feed" contract (attached as Appendix C) and follow the Broker Reciprocity Program Rules and Regulations and the policy statements in this document and the associated documentation.

2 Fees

There are no fees to be a Broker Reciprocity Participant. The GAMLS Board of Directors views Broker Reciprocity as a very important "core" service of GAMLS. Maximizing the exposure of each listing entered into GAMLS is a basic goal of the Service. Any cost of maintaining a Participant web site or importing the data will be the sole responsibility of the Participant.

3 Rules and Regulations

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

FTP access is provided by GAMLS for BRPs to retrieve the Broker Reciprocity Database. More information concerning FTP access can be obtained by calling GAMLS. Other methods may become available as technology allows. Each method will be reviewed and implemented at the discretion of the GAMLS Board of Directors.

Changes to the Rules and Regulations are reproduced in their entirety below for easy reference.

ARTICLE I -- Definitions and Terms

Section 16. The term "Broker Reciprocity" or "Internet Data Exchange (IDX)" shall mean a system by which each Participant of the program permits other Participants to display their listings on each other's Internet web sites. A Broker Reciprocity Participant (BRP) is a GAMLS Member participating in the Broker Reciprocity (IDX) program. The Broker Reciprocity Database is the current aggregate compilation of all active listings included in the Service of all Broker Reciprocity Participants.

ARTICLE VII - Special Rules

Section 12. Notwithstanding any limitation or restriction established elsewhere in these rules, GAMLS Participants are authorized to display on their publicly accessible Internet web sites aggregated GAMLS listing information. At Participants' option, such display can be made either by downloading the current listing database and placing it on Participants' publicly accessible web site or by framing such information, subject to the following:

- (a) Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies GAMLS in writing that the Participant refuses to permit display. If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated GAMLS data of other Participants. Even where participants have given a blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.
- (b) Listings displayed pursuant to Broker Reciprocity/IDX shall contain only those fields of data designated by GAMLS. Display of all other fields (as determined by GAMLS) is prohibited. Confidential fields intended only for other GAMLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

- (c) All listings displayed pursuant to Broker Reciprocity/IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.
- (d) Participants shall not modify or manipulate information relating to other Participant's listings. (This is not a limitation on site design but refers to changes to actual listing data.) GAMLs data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of GAMLs data display or display of fewer than all of the available listings or fewer authorized data fields.
- (e) Displays of other Participants' listings will indicate the source of the information being displayed and, in the case of downloaded information, the most recent date downloaded.
- (f) Any display of listing information will comply with applicable laws and regulations.
- (g) Reproduction of displayed information by unauthorized third parties is prohibited. Participants and their affiliated licensees are required to indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by GAMLs. GAMLs may, at its discretion, require use of other disclaimers as necessary to protect participants and/or GAMLs from liability.
- (h) Non-principal brokers and sales licensees affiliated with Broker Reciprocity/IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.
- (i) Participation in IDX is available to all GAMLs Participants who consent to display of their listings by other Participants.
- (j) In order to maintain participation in the Broker Reciprocity Program Participants and their affiliated licensees must refresh all downloads and refresh all data on their websites at least once every three (3) days.
- (k) All listings displayed pursuant to Broker Reciprocity/IDX shall show GAMLs as the source of the information.
- (l) Participants must notify GAMLs of their intention to establish an IDX site and must make their site directly accessible to GAMLs for purposes of monitoring/ensuring compliance with applicable rules and policies.
- (m) GAMLs Participants may not use IDX-provided listings for any purpose other than display on their websites. This does not require Participants to prevent indexing of IDX listings by recognized search engines.
- (n) Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites.
- (o) Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums,

cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

- (p) Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the GMLS database available to any person or entity.
- (q) When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.
- (r) Display of expired, withdrawn, pending, and sold listings is prohibited.
- (s) Any IDX site that
 - i) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listings, shall disable or discontinue either or both of those features as to the seller's listings at the request of the seller. The listing broker or agent shall communicate to the Service that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Except for the foregoing and subject to Section 12 (t), a participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.
- (t) Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the Service and that relates a specific property displayed on the IDX site. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
- (u) Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.

RULE	EXPLANATION
<p>A BRP may republish all or a portion of the Broker Reciprocity Database on the Internet in accordance with the following provisions and in keeping with any policies that GAMLS may adopt from time to time. Unless expressly forbidden by the provisions of this section, all other rules and regulations remain in full force and effect.</p>	<p>You need not display the whole BR Database. You may choose to display only listings in a particular price range, geographical area, or property type. If you plan to display only a subset of the BR Database, see Section 7 regarding recommended disclosures.</p>
<p>An Internet republication of another BRP's listing shall display information as outlined in GAMLS' Listing Field Display Table. The table may from time to time be amended and contains listing fields for each property type that are mandatory for inclusion and exclusion in the display. All other fields can be displayed at the option of the BRP.</p>	<p>See Appendix D for the Listing Field Display Table. Note: you may display ALL information relating to your own listings. This limitation applies only to listings in the BR Database that are not your own.</p>
<p>In order to be a BRP, a Participant must be actively engaged in providing real estate brokerage services to buyers or sellers in residential real estate transactions.</p>	<p>In order to be a BRP in Georgia MLS you need to be an active member in good standing capable of offering compensation and cooperation in a real estate transaction.</p>
<p>The BRP shall update the information on its Internet web site at least every three days. Article VII, Section 12 (j).</p>	<p>GAMLS strongly encourages you to update your web site with fresh BR data DAILY. In the event you choose to update less frequently than daily, GAMLS encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date. See Section 7 for a sample disclosure of this type.</p>

RULE	EXPLANATION
<p>A BRP may not modify or manipulate the data relating to another BRP's listing. (This is not a limitation on the design of the site but refers to the actual listing data.)</p>	<p>You can do anything you want, consistent with the Code of Ethics and applicable law, with data relating to your own listings. You can do with other brokers' listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the BR Database from another BRP. This could conceivably include displaying other data alongside the other BRP's data. For example, if you geocode the listings on your site, and then tie demographic or other data to them, you will want to be cautious about displaying such data on the same screen as another BRP's listings. You should make efforts to distinguish the data you have supplied from the BR Database data. Segregating such data "geographically" on the screen and including a credit on the non-BR data (such as "Demographic data courtesy of ABC Title Company") would be good ways to accomplish this.</p>
<p>The GAMLS approved icon and an explanation that those properties marked with the icon are provided courtesy of GAMLS. Broker Reciprocity Database must appear on the first page where any listing data is displayed. Only the icon is required with summary compilations; however, the listing broker must appear on any detailed listing.</p>	<p>See Section 7 for sample disclosure language. The GAMLS approved icon is available for download from GAMLS's web site at www.gamls.com. See GAMLS's web site for a sample page showing an appropriate disclosure. Note that such a disclosure must appear on the FIRST page where any BR data is displayed.</p>
<p>A search result producing a detailed display of another BRP's listing shall bear that BRP's name, the GAMLS approved icon, and GAMLS's copyright notice immediately following the property information. The BRP's name, GAMLS approved icon, and copyright notice shall be at least as large as the largest type size used to display the listing data.</p>	<p>GAMLS interprets any display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels height as being a detailed display. The GAMLS approved icon is available for download from GAMLS's web site at www.gamls.com. See GAMLS's web site for a sample screen showing this requirement correctly implemented. See Section 7 for the required Regional GAMLS copyright notice.</p>
<p>Any result identifying another BRP's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed."</p>	<p>In practice, you will want to display this disclaimer on your own listings as well, unless your legal counsel advises otherwise. See Section 7 for other language that satisfies this requirement.</p>

RULE	EXPLANATION
<p>Any Internet web site used for publication of the Broker Reciprocity Database or any portion thereof must be controlled by a BRP and advertised as that BRP's Internet web site.</p>	<p>This is an important limitation on third parties building sites for brokers. In order to participate in Broker Reciprocity, a site must be marketed and branded as a Broker's site.</p>
<p>Before allowing access to the Broker Reciprocity Database the Participant's site may register the user as a customer. This can be done by obtaining vital information about the potential client such as name, address, phone number, e-mail address, etc.</p>	<p>This will help deter abuses of the Broker Reciprocity Program. It will allow only serious clients to get this information. Just like a client that makes the effort to visit a traditional brick and mortar real estate office, a client should provide this data to identify themselves as potential clients of this Participant.</p>
<p>A BRP displaying the Broker Reciprocity Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to:</p> <ul style="list-style-type: none"> a. Monitoring the web site for signs that a third party is "scraping" data and b. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited. <p>If a BRP suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to GAMLS immediately for investigation and action.</p>	<p>This section places a burden on you and your web site host to monitor your web site. If it appears that a large number of hits is coming from a particular domain on the web and that these hits may be the result of an automated process designed to gather or "scrape" data from your web site for use somewhere else for a commercial purpose, you must notify GAMLS. Remember, the site is only to provide a reasonable amount of data as defined by the National Association of Realtors® (NAR). This limitation of data will help prevent abuses as well as better direct buyers and sellers to only pertinent information.</p>
<p>A BRP must make changes to an Internet site necessary to cure a violation of GAMLS's Rules within 48 hours of notice from GAMLS of the violation.</p>	<p>You must make corrections to your web site if GAMLS determines that it is in violation on some point. GAMLS 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 GAMLS.</p>

RULE	EXPLANATION
No portion of the Broker Reciprocity Database shall be used or provided to a third party for any purpose other than those expressly provided for in Section 11 of these rules.	This section expressly prohibits distribution of the BR Database or any portion of it for ANY purpose other than those expressly permitted by GAMLS's rules and regulations. This includes distribution to other BRPs. In other words, a brokerage office cannot sell access to the Broker Reciprocity Data to other brokers or any other businesses, whether or not they are participants in GAMLS.
The Broker Reciprocity Database can be co-mingled with any non-GAMLS listings on the BRP's Internet web site. Proper disclosure is required to clearly identify the source of each listing displayed.	If the property in question appears in a multiple listing service other than GAMLS, it may be co-mingled. As long as all of the offices using the website have participatory rights in each of the MLSs.

4 Technical overview

Currently there are only two recommended method of downloading information for Broker Reciprocity. An FTP (File Transfer Protocol) site has been created to download the GAMLS listings available for the Broker Reciprocity Program, and a Real Estate Transaction Standards (RETS) server is available for exchanging GAMLS listing data. Other methods my come available as technology allows.

Another way to create Broker Reciprocity on your site without downloading would be to simply "frame" the search requests. This option would allow you to create a frame on your web site that would house the search requests and results for potential customers. All the information would reside with GAMLS and would simply be incased by your web site. The information is always current because it comes directly from the GAMLS database. This option is currently available through GAMLS.

5 How Your Brokerage Can Make the Most of BR

To take full advantage of BR, you **MUST** have a web site that displays BR data. There are several ways to get one, each described more fully below.

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

- Gathering consumers' e-mail addresses and property interests and sending them periodic 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. (Note that you cannot continue to show

consumers a listing after it is sold. If a consumer tries to view a “favorite” listing that has since gone off the market, your site must inform them that the listing is no longer available. That’s a good time to suggest that they call your office to find out what happened to the listing. Maybe it just expired or was cancelled.)

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

Doing it yourself

If you are a fairly sophisticated designer of web sites, and particularly if you have experience building, maintaining, and accessing databases on the web, you may want to build your own BR web site. Call GAMLS for details on accessing the BR information.

Working with a web designer

Most brokers do not possess the resources or staff required to perform the tasks required to create and maintain a web site. If you want the maximum amount of control over how your web site looks and works, you will want to engage a web site design and maintenance firm. They will use your specifications. This could cost you anywhere from fifty to several thousand dollars per month.

Association sponsored web sites

If you don’t want to make the financial commitment to have a custom web site built for your office, you may be able to use a web site sponsored by GAMLS. For more information about this option, see Section 6 below.

6 GAMLS Sponsored Web Sites

GAMLS sponsors web sites for every office, agent and team in the Service. There is no additional cost for these web sites. Each web site can be modified to make it a unique Internet presence for that office, agent, or team. Each site includes a home page, bio page, useful links page, blank pages for additional customization, and full IDX (broker reciprocity). The details concerning these agent web sites can be found on the GAMLS web site.

7 Sample Disclosures

Mandatory disclosures

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

Explanation of data source: Under Article VII, Section 12 (k) of GAMLS’s Rules and Regulations (see Section 3 above) your web site must display a disclosure indicating the source of BR Database data on your site. The following disclosure, appearing alongside the GAMLS approved logo for Broker Reciprocity will satisfy this requirement:

“The data relating to real estate for sale on this web site comes in part from the Broker Reciprocity Program of Georgia MLS. Real estate

listings held by brokerage firms other than [insert your office's name here] are marked with the Broker Reciprocity logo and detailed information about them includes the name of the listing brokers."

Accuracy disclaimer on other BRPs' listings: Under Article VII, Section 12 (g) of GAMLS's Rules and Regulations (see Section 3 above) your web site must display a disclosure indicating that data from other BRPs 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.*"

Copyright notice: Under Article VII, Section 12 (g) of GAMLS's Rules and Regulations (see Section 3 above) your web site must display GAMLS's copyright notice on any detailed listing data of another BRP. **This notice must appear exactly as in one of these two options:**

Option A: "*Copyright nnnn Georgia MLS. All rights reserved.*" [Where nnnn is the current year.]

Option B: "*© nnnn Georgia MLS. All rights reserved.*" [Where nnnn is the current year.] Note, you may not substitute a "c" in parentheses – "(c)" – for the copyright symbol – "©." If your web site cannot display the copyright symbol, you must use option A and spell out the word "Copyright."

Additional recommended disclosures

Less than all the BR Database: If you choose to display less than the entire BR Database, it is probably wise to disclose this on the web site. For example, a BRP may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A disclosure is advisable because: 1) The BRP may be advertising the web site as "the most complete compilation of houses for sale on the Internet"; if the BRP 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 BRP excludes listings without disclosing to consumers, savvy consumers will note discrepancies between BRP web sites and may begin to distrust your site. A disclosure might look like either of these:

"[Your office's name here] participates in GAMLS's Broker Reciprocity program, allowing us to display other broker's listings on our site. However, [office name] displays only [listings in Fulton County][only condominium listings][exceptional properties (with list prices above \$500,000)]."

Update frequency: If you choose to update data on your site less frequently than daily, GAMLS advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a "*Data last updated: xx/xx/xx*" on the search page would be

effective as referred to in Article VII, Section 12 (e). This may be wise even if you *do* update daily. For example:

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

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

8 Frequently Asked Questions

CAN AGENTS HAVE BR WEB SITES?

Technically, no they cannot. The program permits **broker** reciprocity. If you are an agent, you must cooperate with your broker to display the BR database. It is only with the Broker's authorization that an agent can display the reciprocity program on his or her site. If your broker does not provide this opportunity, it will be unavailable to you. The Broker is the Participant in GAMLS and all services flow through the Broker to each of their licensees.

WILL GAMLS CONTINUE TO SUPPLY DATA TO OTHER WEB SITES?

GAMLS has contracts with several local and national web sites to provide them data on behalf of our brokers. GAMLS has no intention of disrupting data transmissions to these sites on behalf of brokers. In fact, GAMLS is implementing technological improvements to make this easier. Remember, GAMLS believes a vital function of the listing service is to maximize exposure of each listing within the Service.

WHAT HAPPENS IF SOMEONE ABUSES BR?

GAMLS will monitor brokers who develop web sites using the BR Data. It will also monitor other real estate web sites. If GAMLS finds that a BRP is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails, they will be fined and possibly even suspended from participation in the Broker Reciprocity Program or even GAMLS.

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

The answer lies in a desire to strengthen the brokerage industry. Long-term, if real estate brokerages want to compete with other industry segments for the business of Internet consumers, they will need to have web sites that are attractive to consumers. That means having the most data. If you don't want your listings on the Internet at all, then you don't want to participate in Broker Reciprocity. If you currently provide your listing data to one or more local or national web sites on the theory that more exposure is better, why wouldn't you want your listings exposed on other brokers' web sites?

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

See the answer to the previous question. The rationale is equally strong in this case.

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

Because by displaying the complete GAMLs inventory of active listings, you are providing a service to consumers that can help keep them coming to your web site. If you want to be able to sell services on-line, you need a way to keep consumers at your site once they get there.

HOW MUCH WILL IT COST?

Broker Reciprocity costs you nothing. A web site is another matter. See Appendix A for some rough estimates of the cost to put up and maintain a web site including the Broker Reciprocity Data.

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

Brokers will get out of Broker Reciprocity whatever they put into it. Very large brokerages may have more money to put into their web sites. They may spend more marketing dollars to get consumers to visit their sites. But small firms that focus on Internet strategies and marketing may be able to look as "big" on the Internet as their much larger competitors. Broker Reciprocity is designed to make *all* broker sites more attractive to consumers. GAMLs can only provide the tools. What you make with them is up to you.

WILL CONSUMERS CALL THE LISTING BROKER ON LISTINGS BELONGING TO OTHER BRPs?

They might. The listing firm's name has to appear on any detailed display of data for listings that don't belong to you. 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*, or contacting you from the information available from your search page.

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

BRPs may only display active listings. They may display any or all of GAMLs's eight property types. They may display only the data fields that are outlined in the Listing Field Display Table. See Appendix D for the list.

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

You don't. But it would be just as much a violation of the Rules under Broker Reciprocity as it was previously. Such an act would violate the Code of Ethics and State real estate law as well.

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

A BRP can provide linking on its own listings to its agents. It need not do so. This is a matter to be determined between the BRP and their agents. A BRP cannot display agent information on the listings of other BRPs.

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

Anything that will not violate GAMLs's rules or procedures regarding BR can be displayed. This means that if your office puts up a web site hosting the BR Data, you may sell advertising space to an automobile dealership on the site. Every page of your web site could have an ad for a

different advertiser. Keep in mind the following things: 1) the site still has to be for your real estate office. The advertising must not jeopardize the goodwill or reputation of GMLS or the listing broker; for example, advertising an obscene web site above listing data. This will result in the BR Data Feed to the BRP being terminated. 2) The banner must not mislead consumers. If the banner seems to contradict information about the listing office or information in the listing data itself, it should not be used.

DO I NEED A WEB SITE?

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

9 Appendix A – Outline of Costs and Questions for a Web Site

Costs for a web site can vary from \$25 per month to what ever you're willing to pay for a site. Some web site vendors will charge a set up fee while others will not. It all depends on each Brokers marketing plan as to how much of the budget is included for a web presence.

Some important questions to ask a web site provider before signing up with them are as follows:

- What is the set up cost for the web site?
- What are the monthly hosting and or maintenance costs for the site?
- What all is included in these set up, hosting and maintenance costs?
- Do the maintenance costs include periodic updating of the site?
- How are changes communicated to the web site provider?
- How quickly are changes implemented?
- After signing an agreement how soon will the site be available?
- Can I integrate the Broker Reciprocity Program into this site?
- What special features or add-ons can be incorporated into this site?
- What kind of reporting will be available from the site? Activity? Visitor Information?
- If the provider is hosting the site, what bandwidth is available to the site?
- Who will own the domain name?
- What is the designers background? Have they worked with Real Estate sites before?
- Can I see examples of the designer's current work?
- Can I contact these site owners for references?

This list is not exhaustive by any means, only a few suggestions. The best thing to do is just use your business common sense when dealing with any vendor.

10 Appendix B – FORM: Adding/Dropping Broker Reciprocity

This form permits you to opt in or out of the Broker Reciprocity Program. If you opt in, you are considered a Broker Reciprocity Participant (BRP). Becoming a BRP does not cost you anything, and it does not require you to do anything else. It is only if you wish to display BR Data on your web site that you need to take any further steps. See GAMLS's *Broker Reciprocity: Broker Informational Packet* for further details. **This form must be filled out completely and signed by the broker/office manager for your office. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to GAMLS at 1414 Montreal Road, Tucker, Georgia 30084, Fax: 770-938-5660.

Office Name: _____ Office GAMLS ID: _____

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

Office Street Address: _____

Office City, ST, ZIP: _____

Office Phone: _____ Office Fax: _____

Should this form apply to any other offices of your firm? If so, list their GAMLS office IDs on these lines, or attach a separate page with a list of the offices to which this form should apply.

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

a. MY FIRM IS A BROKER RECIPROACITY SUBSCRIBER. I understand that I am hereby giving every other Broker Reciprocity Participant in GAMLS permission to advertise my GAMLS listings on its own web site, subject to the Rules and Regulations of GAMLS. Other BRPs are not obliged to display my listings. I authorize GAMLS to distribute my listing data to other Broker Reciprocity Participants pursuant to its Rules and policies.

b. MY FIRM IS NOT A BROKER RECIPROACITY SUBSCRIBER. I understand that this means that other Broker Reciprocity Participants will not be permitted to display my listings on their web sites. I further understand that my office will receive no benefits under the Broker Reciprocity program of GAMLS. My office is not allowed to display the listings of other GAMLS Brokers unless I receive written permission from them individually to do so.

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

Signature: _____

11 Appendix C – CONTRACT: Access to Broker Reciprocity data feed

Note: This form is a legally binding contract between you and GAMLs. Simultaneously or prior to submitting this form/contract, you must become a Broker Reciprocity Participants (BRP). See GAMLs's *Broker Reciprocity: Broker Informational Packet* for further details. **This form/contract must be filled out completely and signed by an owner or authorized employee of your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to GAMLs at 1414 Montreal Road, Tucker, Georgia 30084 Fax: 770-938-5660. GAMLs 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 Georgia MLS ("**GAMLs**"), the Broker whose name and contact information appear on the signature page of this Agreement designated "Office Information and Signature" (the "**Broker**"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "**the Consultants**"), if any.

RECITALS

2. Broker wishes to obtain, and GAMLs wishes to provide, data for Broker's web site, including the listing data of other real estate brokerages participating in GAMLs Broker Reciprocity Program (IDX). Broker may wish to engage Consultants, i.e., other companies or individuals who are not employees of Broker, to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

3. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Broker Reciprocity Database or BR Data: The current aggregate compilation of all IDX listings of all Broker Reciprocity Participants. GAMLs owns the BR Data.

Broker Reciprocity Participant or BRP: A GAMLs Participant who gives permission to other Participants to display their active listings on other Participants web sites in return for their permission to advertise other Participants listings on their web site.

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

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

Participant: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from GAMLs.

Participant Data: Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Participants and Affiliated Associations, entered into the GAMLS' System by Participants, the Affiliated Associations, and GAMLS. GAMLS owns the Participants' Data.

GAMLS's OBLIGATIONS

4. During the term of this Agreement, GAMLS grants to Broker a license to:
 - a. display the BR Data on Firm's web site, and
 - b. make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Firm's web site.
5. During the term of this Agreement, GAMLS agrees to provide to Broker and its Consultants:
 - a. access to the BR Data via the Internet using File Transfer Protocol ("FTP") or Real Estate Transaction Standards (RETS) interface, under the same terms and conditions GAMLS offers to other Participants;
 - b. seven (7) days' advance notice of changes to the file and record formats of the BR Data; and
 - c. seven (7) days' advance notice of changes to the Rules.

BROKER'S OBLIGATIONS

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

CONSULTANTS' OBLIGATIONS

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

13. Each Consultant acknowledges GAMLS's ownership of the copyrights in the Participant Data and the BR Data.

14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.

15. Each Consultant shall notify GAMLS 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 GAMLS or designated "confidential" by GAMLS and not generally known to the public, that Broker or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

- a. all Participant Data, except the BR Data to the extent to which this Agreement and the Rules and Regulations 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 GAMLS obtains from any third party that GAMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by GAMLS.

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 GAMLS, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than GAMLS 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 GAMLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to GAMLS prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with GAMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by GAMLS.

19. Restrictions on Use – Scope of Use. The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and 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 GAMLS 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 GAMLS. If GAMLS 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 GAMLS's prior written consent. In the event GAMLS 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 GAMLS, the Receiving Party will return to GAMLS all Confidential Information and all other materials provided by GAMLS 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 GAMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to GAMLS 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 "GAMLS Information and Signature Page" below. GAMLS 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. GAMLS's notice to Broker that this Agreement is terminated.
- b. Broker's notice to GAMLS that it no longer intends to display BR Data on its web site.
- c. Termination of Broker's privileges as a Participant either by GAMLS or the Affiliated Association from which Broker purchases Multiple Listing Services.

GENERAL PROVISIONS

25. **Survival of Obligations.** The obligations of Firm set forth under "Broker's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

26. **GAMLS's Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Broker and Consultants acknowledge that GAMLS 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 GAMLS for a breach. GAMLS 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 Broker or Consultants or any one of them, without showing or proving any actual damages sustained by GAMLS.

27. **Attorney's fees.** If GAMLS 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 GAMLS's reasonable attorney's fees and costs for such legal action.

28. **Limitation of Liability.** GAMLS's liability to Broker and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Broker and Consultants to GAMLS, if any, under this Agreement. Broker's and Consultants' only other remedy shall be termination of this Agreement. GAMLS shall not be liable for any incidental or consequential damages under any circumstances, even if GAMLS has been advised of the possibility of such damages. GAMLS shall have no liability for inaccuracies in the BR Data or the Participant 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 Broker 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 GAMLS.

32. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules 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 Georgia.

GAMLS Information and Signature

Entered into on behalf of GAMLS by

Signature

Print Name/Title

Date

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

FTP URL: _____

FTP User ID: _____

FTP Password: _____

Consultants Identified: _____

Office Information and Signature

Office Name: _____ GAMLs Broker Code: _____

Broker Name: _____

Agent Name: _____

E-mail address: _____

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

Office Street Address: _____

Office City, ST, ZIP: _____

Office Phone: _____ Office Fax: _____

Entered into by

Broker's Signature Date

Consultant Information and Signature

NOTE TO BROKER: Reproduce this page for each individual/company to whom you intend to provide access to the BR Data under this Agreement.

Consultant (company or individual) Name: _____

E-mail address: _____

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

Consultant Street Address: _____

Consultant City, ST, ZIP: _____

Consultant Phone: _____ Consultant Fax: _____

Entered into on behalf of Consultant by

Signature/Title Date

NOTE TO CONSULTANT: Be sure to enter into this Access to Broker Reciprocity data feed contract with GAMLs for every real estate broker to which you provide services. If you sign only one and that Broker's access to the BR Data is terminated, you will not be able to get the data for your other clients. Also, any additional technical assistance required above the normal provided by GAMLs or its vendor will be billed to the consultant at the standard hourly rate determined by GAMLs or its vendor.

12 Appendix D – Listing Field Display Table

Single Family

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #4
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Lot/Land

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #4
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Rental Residential

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #4
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Condo/Townhouse

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #4
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Commercial

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #9
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Rental Commercial

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #8
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Multifamily

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #4
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Acres & Farms

Mandatory Inclusion
 Listing Broker
 GAMLs Listing Number
Mandatory Exclusion
 Listing Agreement Type
 List Date
 Expiration Date
 Remarks Line #4
 Commission
 Variable Rate Commission
 Owner's Name
 Owner's Phone Number
 Office Eyes Only #1 and #2

Note: All other fields not identified as either mandatory inclusion or exclusion in the listing display will be optional.