

**Northern Black Hills Association of REALTORS® MLS  
Broker Reciprocity Policies and Procedures  
(Presented January 2009)**

To the extent that this document supplements Northern Black Hills Association of REALTORS® Multiple Listing Service Rules and Regulations relating to Broker Reciprocity (BR), it is a statement of Northern Black Hills Association of REALTORS® policy regarding such matters.

**Access Methods:** Two modes of access are provided by Northern Black Hills Association of REALTORS® to utilize the BR database: framing and download. Each is described more fully in the following pages.

**Fees:** There is no fee to be a Broker Reciprocity Subscriber (BRS), provided you use one of the standard methods for accessing the data. Any BRS intending to use any other method of framing, downloading and/or updating the BR database must seek approval of its method from the Northern Black Hills Association of REALTORS®. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the BR rules and regulations or in degradation of the performance of any of the Northern Black Hills Association of REALTORS® MLS's systems. The use of any other method also requires payment to Northern Black Hills Association of REALTORS® Multiple Listing Service of any costs it incurs to provide the access method, including reasonable fees for Northern Black Hills Association of REALTORS® staff time.

**Definitions:** "Broker Reciprocity" is a means by which each Participant subscribing to the program (the "Broker Reciprocity Subscriber" or "BRS") permits the display of its active listings appearing in the MLS on each other's BRS Internet web sites.

The "Broker Reciprocity Database" is the current aggregate compilation of all active exclusive right to sell listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement.

**Republication of Broker Reciprocity Database on Internet Permitted:** A BRS may republish the Broker Reciprocity Database on the Internet in accordance with the following provisions and in keeping with any policies that Northern Black Hills Association of REALTORS® may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

**Rules and Regulations:**

- (a.) An Internet republication of another BRS's listing shall not contain more (but may contain less) information than is contained on the public site, [www.nbhrealtor.com](http://www.nbhrealtor.com). (Note: You may display ALL information relating to your own listings. This limitation only applies to listings in the BR Database that are not your own.)
- (b.) In order to be a BRS, a Participant must be actively engaged in providing real estate brokerage services to buyers and sellers in residential real estate transactions.

- (c.) The BRS shall update the information on its Internet web site at least weekly. (Note: Northern Black Hills Association of REALTORS® MLS strongly encourages you to update your web site with fresh BR data DAILY. In the event you choose to update less frequently than daily, Northern Black Hills Association of REALTORS® MLS encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date.)
- (d.) A BRS may not modify or manipulate the data relating to another BRS's listing. (Note: This is not a limitation on the design of the site, but refers to actual data. You can do anything you want to (consistent with the Code of Ethics and applicable law) with data relating to your own listings. You can do with other brokers' listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the BR database from another BRS.)
- (e.) The Northern Black Hills Association of REALTORS® approved icon and an explanation that those properties marked with the icon are provided courtesy of the Northern Black Hills Association of REALTORS® MLS Broker Reciprocity Database must appear on the first page where any listing data is displayed.
- (f.) The thumbnail (or "one line") display of another BRS's listing may not include any contact information or branding of the BRS who owns the web site or any of its agents.
- (g.) A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, and "buttons" providing links for additional information.
- (h.) Any search result producing a detailed display of another BRS's listing shall bear that BRS's name, the name of the BRS's firm, and the Northern Black Hills Association of REALTORS® MLS copyright notice immediately following the property information. The BRS's name, agency name and copyright notice shall be at least as large as the largest type size used to display the listing data.
- (i.) A detailed display of another BRS's listing may not include any contact information or branding of the Participant who owns the web site or any of its agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data. (Note: 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.)
- (j.) Any result identifying another BRS's listing shall include the disclaimer, "Information Deemed Reliable But Not Guaranteed." (Note: In practice, you may want to display this disclaimer on your own listings as well.)
- (k.) Any Internet web site used for publication of the Broker Reciprocity Database or any portion thereof must be controlled by a BRS and advertised as that BRS's Internet web site.
- (l.) A BRS displaying the Broker Reciprocity Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to:
  - a. Monitoring the web site for signs that third party "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. (Note: This section places the burden on you and your web site host to monitor your web site. If it appears that a large number of hits are coming from a particular domain on the web and that these hits may be the result of an automated process designed to “scrape” data from your web site for use somewhere else for a commercial or unauthorized purpose, you must notify the Northern Black Hills Association of REALTORS®.
  - c. Limiting the number of results from a search query to 50 (fifty) one-line displays per page.
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- (m.)** A BRS must make changes to an Internet site necessary to cure a violation of Northern Black Hills Association of REALTORS® MLS Rules and Regulations within five business days of notice from Northern Black Hills Association of REALTORS® of the violation. (Note: The Northern Black Hills Association of REALTORS® MLS reserves the right to discontinue the inclusion of the BRS’s listings in the Broker Reciprocity Database and/or discontinue the data feed you receive without further notice if you do not comply with this requirement. You may also be subject to fines under the MLS Rules and Regulations.)
  - (n.)** 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 these rules. (Note: This section expressly prohibits distribution of the BR Database or any portion of it for ANY purpose other than those expressly permitted in the Northern Black Hills Association of REALTORS® MLS Rules and Regulations and/or Policies and Procedures. This includes distribution to other BRSs. In other words, a brokerage firm cannot sell access to the Broker Reciprocity Data to other brokers or any other businesses, whether or not they are participants in the Northern Black Hills Association of REALTORS®.)
  - (o.)** No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLS listings on the BRS’s Internet web site. (Note: If you take listings from consumers but do not put them into the MLS system they cannot appear on any thumbnail display or as part of any search results with the BR Database data. If a property in question appears in an MLS other than the Northern Black Hills Association of REALTORS® MLS, it may be co-mingled.)
  - (p.)** Any BRS using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by Northern Black Hills Association of REALTORS®. MLS (Note: Third parties gaining access to the BR Database must sign the standard contract (attached)). Providing a MLS password to an unauthorized recipient is a serious violation of the Northern Black Hills Association of REALTORS® MLS Rules and Regulations, punishable by a fine of up to \$1,000 for each violation.)
  - (q.)** Any BR website must be under the control of a single BRS.
  - (r.)** As regards to this policy, sites belonging to agents affiliated with a BRS are deemed to be owned by the Broker.

## **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 the Northern Black Hills Association of REALTORS® MLS Rules and Regulations. However, you may use language of your own choosing as long as it achieves the same objectives.

**Explanation of Data Source:** Your web site must display a disclosure indicating the source of BR Database data on your site. The following disclosure, appearing alongside the Northern Black Hills Association of REALTORS® 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 the Northern Black Hills Association of REALTORS® Multiple Listing Service. Real estate listings held by brokerage firms other than [insert your firm name here] are marked with the Broker Reciprocity™ logo or the Broker Reciprocity thumbnail logo (a little black house) and detailed information about them includes the name of the listing brokers.”

**Accuracy Disclaimer:** Your web site must display a disclosure indicating that data from other BRSs is “deemed reliable but not guaranteed.” Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative. Some examples of acceptable alternatives:

“The broker(s) providing this data believes it to be correct, but advises interested parties to confirm the data before relying on it in a purchase decision.”

OR

“Listing broker(s) has attempted to offer accurate data, but buyers are advised to confirm all items.”

**Copyright Notice:** Your web site must display the Northern Black Hills Association of REALTORS® copyright notice on any detailed listing data of another BRS. **This notice must appear exactly as in one of these two options:**

Option A: “Copyright xxxx Northern Black Hills Association of REALTORS®, Inc. Multiple Listing Service. All rights reserved.” [where xxxx is the current year]

Option B: “© xxxx REALTOR® Northern Black Hills Association of REALTORS® Inc. Multiple Listing Service. All rights reserved.” [Where xxxx 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”).

## **Recommended Disclosures:**

**Update frequency:** If you choose to update data on your web site less frequently than daily, Northern Black Hills Association of REALTORS® MLS advises that the site include a disclaimer indicating the frequency and days of update. Alternately, a “Data last updated: xx/xx/xx” on the search page could be effective. This may be wise even if you *do* update daily. It is a violation of South Dakota license law to advertise a property for sale that is not for sale. If you download a listing record on Monday, the property sells on Tuesday, and you don’t update the data until the next Monday, the property will show as available on your site for five days during with it was not available. It is unclear whether this would be a violation of SD license law; in order to be safe, however, the Northern Black Hills Association of REALTORS® recommends that you disclose to consumers the frequency of data updates. For example:

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

On the results page: “This data is 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].”

### **Aggregator Sites:**

A listing does not need to be included in the Broker Reciprocity database for it to be transmitted to REALTOR.com, NBHREALTOR.com, or any other third-party aggregator sites supplied by the Northern Black Hills Association of REALTORS® Multiple Listing Service.

### **Framing:**

The Northern Black Hills Association of REALTORS® will maintain a database containing selected fields of MLS listing information from Brokers who have agreed to participate in Broker Reciprocity and will offer a basic framing solution to be utilized by participants at no charge. Enhancements, including smart framing, are the option and expense of each participating Broker. Enhancements must be approved by the Northern Black Hills Association of REALTORS® to ensure that they are in compliance with policy.

### **Download:**

The Northern Black Hills Association of REALTORS® will provide access to the Fidelity (Paragon) RETS Server containing selected fields of MLS listing information from Brokers who have agreed to participate in Broker Reciprocity. Participating Brokers utilizing download capabilities will have access to this file at no charge. **Brokers utilizing this method must register the site name with the Northern Black Hills Association of REALTORS®.** The process and procedure for downloading shall be by such equipment and procedure as may be determined by Northern Black Hills Association of REALTORS® from time to time at its sole discretion.

**Force Majeure:**

The Northern Black Hills Association of REALTORS® will not be responsible for any failure in performance if such failure arises, directly or indirectly, out of causes reasonably beyond the control or foresee ability of the Association, including but not limited to, delay, fault or failure of subcontractors or suppliers of goods or services, common carriers, acts of God, governmental acts, natural disaster, fire, flood or strikes.

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## **Contract: Access to Broker Reciprocity Data Feed (Download)**

**Note: This form is a legally binding contract between you and the Northern Black Hills Association of REALTORS®** Simultaneously or prior to submitting this form/contract, you must become a Broker Reciprocity Subscriber (BRS). See Northern Black Hills Association of REALTORS® BR Rules and Policies for further details. **This form/contract must be filled out completely and signed by an owner of your firm. There are no exceptions.** Once you have filled it out and signed it, deliver or fax it to the Association office at 1230 North Ave Suite#1 Spearfish, SD 57783, FAX: 605-722-0182. Northern Black Hills Association of REALTORS® will sign the form/contract and return a copy to you with information on how to access the RETS Server.

### **AGREEMENT**

1. This AGREEMENT is made and entered into by and among Northern Black Hills Association of REALTORS® (“Association”), the real estate firm whose name and contact information appear on the signature page of this Agreement designated “Firm Information and Signature” (“Firm”), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated “Consultant Information and Signature” (collectively, “the Consultants”), if any.

### **RECITALS**

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

### **DEFINITIONS**

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

**Broker Reciprocity Database or BR Data:** The current aggregate compilation of all active exclusive right to sell listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. Northern Black Hills Association of REALTORS® owns the BR data.

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

**Multiple Listing Service:** A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers

of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

**Rules:** The Rules and Regulations of Northern Black Hills Association of REALTORS® MLS, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by Northern Black Hills Association of REALTORS®.

**Subscriber:** Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from Northern Black Hills Association of REALTORS®.

**Subscriber Data:** Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Subscribers, entered into the Fidelity (Paragon) MLS system by Subscribers and Northern Black Hills Association of REALTORS® owns the Subscriber Data.

#### **NORTHERN BLACK HILLS ASSOCIATION OF REALTORS® OBLIGATIONS**

4. During the term of this Agreement, Northern Black Hills Association of REALTORS® grants to Firm a license to:
  - a. Display the BR data on Firm's web site, and
  - b. Make copies of the BR data to the extent necessary to deliver the BR data to consumers on Firm's web site.
  
5. During the term of this Agreement, Northern Black Hills Association of REALTORS® agrees to provide to Firm and its Consultants:
  - a. Access to the BR Data via the Internet using the Fidelity (Paragon) RETS Server;
  - b. The capability to frame the BR Data;
  - c. Seven (7) days advance notice of changes to the file and record formats of the BR Data; and,
  - d. Seven (7) days advance notice of changes to the Rules.

#### **FIRM'S OBLIGATIONS**

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges Northern Black Hills Association of REALTORS® ownership of the copyrights in the Subscriber Data and the BR Data.
8. Firm shall comply with the requirements relating to Confidential information set forth below.
9. In the event that Firm desires to make the BR Data or the Confidential information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.



10. If Northern Black Hills Association of REALTORS® notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that Northern Black Hills Association of REALTORS® may seek cure from the Consultants, or any one of them.
11. Firm shall notify Northern Black Hills Association of REALTORS® within 3 (three) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

### **CONSULTANT'S OBLIGATIONS**

12. If Northern Black Hills Association of REALTORS® notifies Firm of a breach of the Rules of this Agreement and Firm does not immediately cure such breach, Northern Black Hills Association of REALTORS® may contact Consultant to cure any such breach that is within the Consultant's control. Consultant agrees to cooperate with Northern Black Hills Association of REALTORS® and act immediately upon notification by Northern Black Hills Association of REALTORS® of an uncured breach by Firm.
13. Each Consultant acknowledges Northern Black Hills Association of REALTORS® ownership of the copyrights in the Subscriber Data and the BR Data.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify Northern Black Hills Association of REALTORS® within 3 (three) 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 Northern Black Hills Association of REALTORS® or designated “confidential” by Northern Black Hills Association of REALTORS® and not generally known to the public, that Firm or Consultants or any one of them (the “Receiving Party”) may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):
  - a. all Subscriber Data, except the BR Data to the extent to which this Agreement and the Rules permit its disclosure;
  - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - c. software, source code, object code, diagrams, flow charts;
  - d. techniques, procedures;
  - e. IP addresses, access codes and passwords; and
  - f. any information that Northern Black Hills Association of REALTORS® obtains from any third party that Northern Black Hills Association of REALTORS® treats as proprietary or designates as Confidential Information, whether or not owned or developed by Northern Black Hills Association of REALTORS®.
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 as the time of disclosure;
  - c. is used or disclosed by the Receiving Party with the prior written consent of Northern Black Hills Association of REALTORS® to the extent of such consent;
  - d. becomes known to the Receiving Party from a source other than Northern Black Hills Association of REALTORS® without breach of this Agreement by the Receiving Party and provided such source is not known by the Receiving Party to be bound by a confidentiality agreement with Northern Black Hills Association of REALTORS® or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provided to Northern Black Hills Association of REALTORS® prompt notice of any such order.
18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with Northern Black Hills Association of REALTORS® or with the third parties in whom title existed prior to this Agreement or prior to disclosure by Northern Black Hills Association of REALTORS®
19. **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
20. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of Northern Black Hills Association of REALTORS® 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 for Northern Black Hills Association of REALTORS® If Northern Black Hills Association of REALTORS® 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 Northern Black Hills Association of REALTORS® prior written consent. In the event Northern Black Hills

Association of REALTORS® grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

23. **Termination and Return of Materials.** Within 3 (three) business days of the end of the term of this Agreement or receipt of notice of termination by Northern Black Hills Association of REALTORS® the Receiving Party will return to Northern Black Hills Association of REALTORS® all Confidential Information and all other materials provided by Northern Black Hills Association of REALTORS® 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 Northern Black Hills Association of REALTORS®, an officer of the Receiving Party will certify in writing that all materials have been returned to Northern Black Hills Association of REALTORS® 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 “Northern Black Hills Association of REALTORS® Information and Signature Page” below. Northern Black Hills Association of REALTORS® 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. Northern Black Hills Association of REALTORS® notice to Firm that this Agreement is terminated.
  - b. Firm’s notice to Northern Black Hills Association of REALTORS® that it no longer intends to display BR Data on its web site.
  - c. Termination of Firm’s privileges as a Subscriber by Northern Black Hills Association of REALTORS® MLS.

## **GENERAL PROVISIONS**

25. **Survival of Obligations.** The obligations of Firm set forth under “Firm’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.
26. **Northern Black Hills Association of REALTORS® Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that Northern Black Hills Association of REALTORS® 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 Northern Black Hills Association of REALTORS® for a breach. Northern Black Hills Association of REALTORS® is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Firm or Consultants or any one of them, without showing or proving any actual damages sustained by Northern Black Hills Association of REALTORS®.

27. **Attorney's Fees.** If Northern Black Hills Association of REALTORS® 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 Northern Black Hills Association of REALTORS® reasonable attorney fees and costs for such legal action.
28. **Limitation of Liability.** Northern Black Hills Association of REALTORS® liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to Northern Black Hills Association of REALTORS® if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. Northern Black Hills Association of REALTORS® shall not be liable for any incidental or consequential damages under any circumstances, even if Northern Black Hills Association of REALTORS® has been advised of the possibility of such damages. Northern Black Hills Association of REALTORS® shall have no liability for inaccuracies in the BR Data or the Subscriber Data.
29. **Notice.** All notices to be given under this Agreement shall be distributed via the MLS mailboxes, mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
30. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
31. **No Assignment.** Neither Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without prior written consent of Northern Black Hills Association of REALTORS®.
32. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
33. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of South Dakota.

**\*\*\* NBHMLS Will Submit the Information On This Page To the Consultant And Agent Upon Approval. \*\*\***

Northern Black Hills Association of REALTORS® Information and Signature

Entered into on behalf of Northern Black Hills Association of REALTORS® by:

Leave Blank

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Effective Date

This box is for Northern Black Hills Association of REALTORS® use only. The Northern Black Hills Association of REALTORS® will fill out the information after signing this Agreement. Northern Black Hills Association of REALTORS® will then return a copy of this Agreement to Firm and Consultants. The contents of this box are Confidential Information under this Agreement.

RETS Server URL: \_\_\_\_\_

RETS Server User ID: \_\_\_\_\_

RETS Server Password: \_\_\_\_\_

# Consultants Identified: \_\_\_\_\_

Consultant(s) Name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FIRM INFORMATION AND SIGNATURE

Firm Name: \_\_\_\_\_ Name of Brokerage \_\_\_\_\_

Designated Broker Name: \_\_\_\_\_ Name of Broker of Record \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Office Email Address \_\_\_\_\_

(You **must** supply an e-mail address here. This address will be Northern Black Hills Association of REALTORS principal means of communicating with you for notices under this agreement.)

FIRM Website Address: \_\_\_\_\_ Office Website / URL \_\_\_\_\_

Entered into on behalf of Firm by:

\_\_\_\_\_  
Signature of Broker of Record  
(Designated Broker Signature)

\_\_\_\_\_  
Name of Broker of Record  
(Print Name)

\_\_\_\_\_  
Broker  
(Title)

For a complete copy of the NBHMLS Broker Reciprocity Policies & Procedures, Go  
To: Paragon > MLS Docs > IDX Policies

### Individual Consultant/Web Developer Information and Signature

**Note to Consultants:** Be sure to enter into this Access to Broker Reciprocity data feed contract with Northern Black Hills Association of REALTORS and every real estate broker and company to which you provide services.

Consultant – Company Name: WolfNet Technologies, LLC

Consultant – Company Website: http://www.wolfnet.com

Consultant – Contact Person: MLS Coordinor

Consultant – E-mail Address: mlsnotify@wolfnet.com

(You **must** supply an e-mail address here. This address will be NBHAR principal means of communicating with your for notices under this agreement.)

Consultant Street Address: 211 N. 1st Street Suite 455

Consultant City, State, Zip: Minneapolis, MN 55401

Phone: ( 612 ) 342-0088 FAX: ( 612 ) 342-0087

Entered into on behalf of Consultant by:

Signature for WolfNet Technologies

(Consultant Representative Signature)

Joel MacIntosh - CEO

(Print Name and Title)

**Note to NBHMLS Members:** Reproduce this page for each individual or company to whom you intend to provide access to the BR Data under this Agreement.

Date of Request:                     Date

Agent Name:           Name of Agent

Agent Office:           Agent's Brokerage

Agent Email:           Agent's Email Address

Agent Web Site URL(s):           Agent's Website / URL

Agent Signature:           Agent's Signature

Designated Broker – Print Name and Email:           Name of Broker of Record / Broker's Email Address

Designated Broker Signature:           Signature of Broker of Record