

## **Third Party Access, Confidentiality and Non-Disclosure Agreement**

This Third Party Access, Confidentiality and Non-Disclosure Agreement (this "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the "Effective Date") by and between the Steamboat Springs Board of REALTORS, Inc., ("SSBR"), a Colorado nonprofit Corporation; and \_\_\_\_\_ ("Vendor").

### **RECITALS**

**WHEREAS**, SSBR maintains certain property listing information and data (the "MLS Database") for the Multiple Listing Service, (as that term is defined below);

**WHEREAS**, Vendor desires to obtain access to a portion of the MLS Database – the portion defined below as the "Licensed Data" – for the purpose of providing the following goods and services to SSBR and end users of SSBR (the "Permitted Use"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

**WHEREAS**, SSBR is willing to grant Vendor limited access to the Licensed Data pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements contained herein, it is hereby agreed as follows:

### **AGREEMENT**

#### **Section I Definitions**

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

**1.1 Licensed Data:** That portion of the MLS Database which SSBR determines from time to time to make available to Vendor for the Permitted Use. As of the Effective Date, the Licensed Data includes only the data fields (and the data contained therein) described on EXHIBIT A attached to this Agreement and incorporated herein by this reference; but Vendor acknowledges and agrees that SSBR is free to limit, restrict or otherwise change the content or scope of the Licensed Data, as SSBR subsequently determines in its sole and absolute discretion.

**1.2 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.

**1.3 Rules:** The Rules and Regulations of SSBR, as amended from time to time, and any operating policies relating to the MLS Database and/or the Licensed Data promulgated by SSBR.

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

**1.5 Subscriber Data:** Data relating to real estate for sale, previously sold or listed for sale, and data relating to Subscribers, entered into the current system by Subscribers and SSBR. Subscriber Data is owned by SSBR.

## **Section II SSBR's Covenants and Obligations**

**2.1 License.** During the term of this Agreement, SSBR grants to Vendor a nonexclusive, non-transferable license to use and copy the Licensed Data or any part thereof solely for the Permitted Use described above.

**2.2 Means of Access.** During the term of this Agreement, SSBR agrees to provide to Vendor access to the Licensed Data via the Internet using the Real Estate Transaction Standard service ("RETS").

## **Section III Vendor's Covenants and Obligations**

**3.1 Payment.** Vendor shall pay to SSBR when due all fees and charges set forth on EXHIBIT B attached to this Agreement and incorporated herein by this reference. All fees and charges set forth on EXHIBIT B are exclusive of any sales, tax, and the payment of any sales tax that may be due shall be the sole responsibility of Vendor and Vendor shall indemnify and hold SSBR harmless from and against any and all actions, claims, demands, liabilities, losses, damages, expenses (including attorney fees) and other harm, arising out of or relating to any such sales tax. Set-up and/or one-time fees or charges set forth on EXHIBIT B, if any, shall be due and payable upon execution of this Agreement and shall be non-refundable. Periodic fees and charges set forth on EXHIBIT B, if any, are subject to increase upon not less than thirty (30) days

notice from SSBR. Any sum that is not received by Association when due shall accrue interest until paid at a rate of interest equal to the lesser of one and one-half percent (1.5%) per month, or the maximum rate of interest allowed by applicable law. The payment of any such interest will not constitute a waiver by SSBR of any breach or default by Vendor under this Agreement.

**3.2 Rules.** Vendor agrees to comply with the Rules at all times.

**3.3 Ownership of Data.** Vendor acknowledges SSBR's ownership of the copyrights and all other intellectual property rights in the Licensed Data and the MLS Database and agrees not to challenge such ownership.

**3.4 Confidential Information.** Vendor agrees to comply, and cause its employees to comply, with the requirements relating to Confidential Information set forth in Section IV below.

**3.5 Use.** Vendor agrees to access and use only the information contained in the Licensed Data and only for the Permitted Use.

**3.6 Modifications to Content.** Vendor agrees not to modify any content of the Licensed Data or the MLS Database without the prior written consent of SSBR.

**3.7 Breach.** If SSBR notifies Vendor of a breach of the Rules or this Agreement and Vendor does not immediately cure such breach, Vendor agrees that SSBR may pursue any and all rights and remedies provided herein or available at law or in equity or by statute or otherwise.

**3.8 Vendor Information.** Vendor agrees to notify SSBR within five (5) business days of any change to the information relating to Vendor on the Vendor Information and Signature page below.

#### **Section IV Confidential Information**

**4.1 Definition.** "Confidential Information" is all information or material that Vendor may obtain knowledge of or access to as a result of access under this Agreement, in whatever form or medium such information or material is obtained or provided and whether tangible or intangible, as well as all information generated by Vendor or by its employees that contains, reflects or is derived from the information so obtained or provided. Confidential Information includes, but is not limited to, the following types of information in any form:

a. all Subscriber Data;

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, techniques, procedures, IP addresses, access codes and passwords; and

d. any information that SSBR obtains from any third party that SSBR treats as proprietary or designates as Confidential Information, whether or not owned or developed by SSBR.

Confidential Information includes, without limitation, the Licensed Data as well as any other portion of the MLS Database to which Vendor may obtain knowledge of or access to in connection with or as a result of this Agreement.

**4.2 Ownership/Title.** Vendor acknowledges and agrees that SSBR will retain all right, title, and interest in and to its trademarks, service marks, and logos (“Marks”) worldwide. Subject to the terms and conditions of this Agreement, SSBR hereby grants to Vendor a nonexclusive, nontransferable, worldwide license to use the Marks in connection with the Permitted Use during the term of this Agreement, provided that such use is in accordance with the then-current trademark guidelines of SSBR. SSBR may modify the Marks at any time upon written notice to Vendor. Vendor will not form combination marks with the Marks or modify the Marks without the prior written consent of SSBR. Vendor hereby assigns to SSBR all right, title and interest in the Marks, together with the goodwill attaching thereto, that may inure to Vendor in connection with this Agreement or from its use of the Marks hereunder. Vendor acknowledges and agrees that title to the Confidential Information remains at all times with SSBR including all copyright rights and other intellectual property or proprietary rights therein.

**4.3 Notices.** Vendor agrees to display SSBR’s copyright notice, disclosures and identifying logo (mark) on any public web page where content from the Licensed Data is displayed.

**4.4 Restrictions on Use – Scope of Use.** Vendor agrees that it will use only the Confidential Information from time to time comprising the Licensed Data hereunder and only as expressly permitted under this Agreement, and Vendor agrees that it will not use its access or the Confidential Information for any other purpose. Vendor agrees that it 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. Vendor further agrees to cause its employees to protect the Confidential Information and refrain from using the Confidential Information in any manner other than as expressly permitted in this Agreement.

**4.5 Restrictions on Use – Unauthorized Uses.** Vendor further agrees that it will not directly or indirectly disclose, display, frame, provide, transfer, co-brand, link or otherwise make available the Confidential Information to any person or entity,

unless Vendor has received the prior written consent of SSBR to do so. Vendor agrees that at no time and under no circumstances will it reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. Vendor agrees that it will not incorporate the Confidential Information into any other work or product unless approved in writing by SSBR.

**4.6. Restrictions on Use – No Third Party Access.** Vendor agrees that only its own employees will access the Confidential Information. Vendor agrees not to provide access to the Confidential Information to third parties, including consultants, independent contractors, or parent, subsidiary or other affiliated organizations, without the prior written consent from SSBR. If SSBR grants such consent, Vendor agrees to execute an agreement with the third party that imposes the confidentiality obligations contained in this Agreement on the third party.

**4.7 Restrictions on Use – Location Restriction.** Vendor agrees that it will not remove the Confidential Information from its principal place of business without the prior written consent of SSBR. The grant of such consent by SSBR shall not relieve Vendor of any of its obligations under this Agreement.

**4.8 Restrictions on Use – Disclosure Required by Law.** In the event that Vendor or any employee of Vendor to whom Vendor supplies Confidential Information receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or governmental body, Vendor shall (a) notify SSBR immediately of the existence, terms and circumstances surrounding such request, (b) consult with SSBR on the advisability of taking legally available steps to resist or narrow such request, and (c) if disclosure of such Confidential Information is required to prevent Vendor from being held in contempt or other penalty, furnish only such portion of the Confidential Information as, in the written opinion of counsel satisfactory to SSBR, it is legally compelled to disclose and exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

**4.9 Termination and Return of Materials.** Within five (5) days of the termination of this Agreement, however such termination occurs, Vendor agrees that it will return to SSBR all Confidential Information and all other materials provided by SSBR to Vendor. Vendor further agrees that it will erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of SSBR, an officer of Vendor will certify in writing that all materials have been returned to SSBR and all magnetic or computer data have been destroyed.

**4.10 SSBR's Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Vendor acknowledges and agrees that SSBR 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 SSBR for a breach. SSBR 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 Vendor without showing or proving any actual damages sustained by SSBR.

## **Section V Term and Termination**

**5.1 Generally.** The term of this Agreement begins on the Effective Date and, unless sooner terminated pursuant to Section 5.2 of this Agreement, shall continue in full force and effect for one (1) year. This Agreement shall thereafter automatically renew for successive one (1) year periods, subject to termination in accordance with Section 5.2 of this Agreement.

**5.2 Termination.** Either party may terminate this Agreement, without cause, by giving thirty (30) days' advance written notice thereof to the other party. SSBR shall also have the right to terminate this Agreement immediately, upon written notice to Vendor, in the event of any breach of or default under this Agreement by Vendor. Upon termination without cause under the first sentence of this Section 5.2, any periodic fee paid by Vendor for a period extending past the date of termination shall be prorated, and the portion thereof attributable to the period after the date of termination shall be refunded to Vendor.

## **Section VI Warranties and Liability**

**6.1 SSBR Warranties.** SSBR warrants that: (a) it has sufficient right and authority to enter into this Agreement and to grant to Vendor the rights granted under this Agreement; and (b) to the best of SSBR's current actual knowledge, without having conducted any investigation, the Licensed Data, as delivered to Vendor by SSBR, does not infringe the intellectual property rights of any other party.

**6.2 Vendor Warranties.** Vendor warrants that: (a) it has sufficient right and authority to enter into this Agreement and to carry out its obligations hereunder; (b) to the best of Vendor's knowledge, the Permitted Use to be made of the Licensed Data by Vendor does not infringe the intellectual property rights of any other party; and (c) Vendor's use of the content contained in the Licensed Data will comply with all applicable laws, rules and regulations.

**6.3 Warranty Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SSBR HEREBY DISCLAIMS AND VENDOR WAIVES ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED DATA, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VENDOR EXPRESSLY ACKNOWLEDGES AND AGREES (A) THAT SSBR MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY CONTENT OF THE LICENSED DATA, (B) THAT SSBR DOES NOT WARRANT THAT THE LICENSED DATA WILL BE ACCESSIBLE OR USABLE ON ANY HARDWARE CONFIGURATION OR IN ANY OPERATING ENVIRONMENT, AND (C) THAT SSBR WILL NOT BE UNDER ANY OBLIGATION TO MAINTAIN ITS CURRENT HARDWARE OR SOFTWARE ON WHICH THE LICENSED DATA IS MAINTAINED OR RETRIEVED, NOR UNDER ANY OBLIGATION TO CONTINUE TO UTILIZE ANY COMPUTER VENDOR OR ANY SERVICE PROVIDER.

**6.4 Limitation of Liability.** SSBR's liability to Vendor for damages under this Agreement, whether in contract or tort or otherwise, shall be limited to the aggregate amounts paid by Vendor to SSBR, if any, under this Agreement. Vendor's only other remedy shall be termination of this Agreement. SSBR shall not be liable under any circumstances for any incidental, consequential, special, punitive or exemplary damages of any kind (including but not limited to lost profits, loss of business or other economic damage), even if SSBR has been advised, or had other reason to know or in fact knew of the possibility of such damages. SSBR shall have no liability for inaccuracies in any content of the Licensed Data.

## **Section VII Indemnification**

**7.1 Covenant to Indemnify and Defend.** Vendor agrees to indemnify, hold harmless, protect and defend SSBR and its officers, directors, members, employees and agents (collectively, the "Indemnified Parties") from and against any and all actions, claims, losses, liabilities, damages, expenses (including but not limited to attorneys' fees and legal costs), and other harm, of whatever kind or nature, made against or suffered or incurred by the Indemnified Parties or any of them, that arise out of or are related in any manner to Vendor's exercise of its rights under this Agreement or any breach or violation by Vendor of the terms or provisions of this Agreement.

**7.2 Counsel for SSBR.** In any matter giving rise to Vendor's duty to defend SSBR or any other Indemnified Party pursuant to this Section VII, Vendor shall provide separate counsel to represent the Indemnified Party, which counsel shall be subject to prior approval of the Indemnified Party, which approval shall not be unreasonably withheld.

## **Section VIII General Provisions**

**8.1 Survival.** Where the terms of this Agreement expressly provide, or where the context of this Agreement requires such an interpretation (including but not limited to Sections III, IV and VII, and Sections 6.3, 6.4, 8.4, 8.5, 8.9 and 8.10), this Agreement shall survive termination.

**8.2 Further Assurances.** Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**8.3 Relationship of the Parties.** SSBR and Vendor are separate and independent entities. The relationship between SSBR and Vendor is purely contractual. SSBR shall not be deemed to be the partner, agent or representative of Vendor, or vice versa. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or agency. Neither party to this Agreement shall be liable for the debts or obligations of the other except as otherwise set forth in this Agreement.

**8.4 Attorney's Fees.** In any action arising out of or relating to this Agreement, the losing party shall pay to the prevailing party all costs incurred by the prevailing party in connection therewith, including but not limited to a reasonable sum for attorneys' fees.

**8.5 Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

**8.6 Assignment.** Neither party shall voluntarily subcontract or assign any of their respective rights, duties or obligations hereunder without first obtaining the other party's written consent; provided, however, that this Agreement and all of SSBR's rights, duties and obligations hereunder may, without the need for such consent, be transferred to any parent company, subsidiary or affiliate of SSBR or to any



entity with which SSBR may merge or consolidate or to which all or substantially all of its assets may be transferred.

**8.7 Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand, (b) sent by facsimile or e-mail, provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate address, e-mail address or facsimile number set forth on the signature page (or to such other address, e-mail address or facsimile number as a party may designate by notice to the other party).

**8.8 Amendments and Modifications.** This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the parties hereto.

**8.9 Governing Law.** This Agreement will be governed by the laws of the State of Colorado without regard to conflicts of laws principles excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

**8.10 Jurisdiction, Venue.** Any action or proceeding seeking to enforce any provision of, or otherwise based on or arising out of this Agreement, may be brought against either of the parties in the courts of the State of Colorado, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Colorado, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

**8.11 Section Headings, Construction.** The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

**8.12 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**8.13 Counterparts, Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all

of which, when taken together, will be deemed to constitute one and the same agreement. Signatures sent by facsimile or e-mail shall be deemed to be the same as original signatures.

**8.14 Binding Effect.** Each covenant and condition of this Agreement shall be binding on and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

**8.15 Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

**Steamboat Springs Board of Realtors, Inc.**

Entered into on behalf of the Steamboat Springs Board of Realtors, Inc. (SSBR) by

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor Information and Signature**

Vendor Name: \_\_\_\_\_

Vendor MLS ID: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Vendor Street Address: \_\_\_\_\_

Vendor City, ST, ZIP: \_\_\_\_\_

Vendor Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Entered into on behalf of Vendor by:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### Data Fields Comprising the Licensed Data as of the Effective Date

MLS:  
 STEAMBOAT Client:  
 IDX Client Listing  
 Class: Residential

Number	Name	Size	Value	Delimiter
1	MLS #	10		
2	Class		50	(Description)
3	Type		50	(Description)
4	Area		50	(Description)
5	Asking Price		10	
6	Address		30	
7	Address 2		25	
10	City		25	(Description)
11	State		3	
12	Zip		5	
13	Status-1		25	ACTIVE
14	Sale/ Rent		1	
15	# BEDROOM OF PRIMARY STR		50	(Description)
16	FULL & ¾ BATHS OF PRIMARY		50	(Description)
17	HALF BATHS OF PRIMARY		50	(Description)
18	GARAGE CAPACITY OF PRIMAR		50	(Description)
19	GARAGE TYPE OF PRIMARY		50	(Description)
20	LEVELS OF PRI STRUCTURE		50	(Description)
21	BASEMENT OF PRIMARY		50	(Description)
22	CONDITION OF PRIMARY		50	(Description)
23	Reservations Y/N		50	(Description)
24	Number of Acres		15	
25	Price Per Acre		10	
26	Number of Units		5	
27	Agent ID		30	
28	Agent Name		50	(Description)
29	Listing Office 1		30	(Description)
32	Listing Agent 2		30	(Description)
33	Listing Office 2		30	(Description)
34	Listing Agent 3		30	(Description)
35	Listing Office 3		30	(Description)
51	Development		30	(Description)
59	School		10	(Description)
60	County		15	(Description)
61	Zone District		25	(Description)
62	Legal Description		50	
63	Management Company		15	
64	Mgmt Phone		10	
65	Year Built (Use 4 digit)		5	

66	Remodeled (Use 4 digit)	5	
67	Total Square Feet	10	
68	Finished Square Footage	5	
69	Unfinished Square Footage	5	
70	Sq Ft Source	10	(Description)
71	Foyer/Entry Size	12	
72	Foyer/Entry Comments	12	
73	Dining Size	12	
74	Dining Comments	12	
75	Kitchen Size	12	
76	Kitchen Comments	12	
77	Breakfast Size	12	
78	Breakfast Comments	12	
79	Den Size	12	
80	Den Comments	12	
81	Family Room Size	12	
82	Family Room Comments	12	
83	Living Room Size	12	
84	Living Room Comments	12	
85	Great Room Size	12	
86	Great Room Comments	12	
87	Utility/Mechanical Size	12	
88	Utility/Mechanical Comm	12	
89	Laundry Size	12	
90	Laundry Comments	12	
91	Master Bedroom Size	12	
92	Master Bedroom Comments	12	
93	Bedroom 2 Size	12	
94	Bedroom 2 Comments	12	
95	Bedroom 3 Size	12	
96	Bedroom 3 Comments	12	
97	Bedroom 4 Size	12	
98	Bedroom 4 Comments	12	
99	Garage Dimensions	12	
100	Garage Comments	12	
101	Extra Room 1 Description	12	
102	Extra Room 1 Size/Comment	12	
109	Real Property Tax \$	10	
110	Real Property Tax Year	10	
111	Personal Property Tax \$	10	
112	Personal Prop Tax Year	10	
153	Minerals	10	
	Oil & Gas	10	
	Partial Mineral Interest	10	
	Seller To Retain Minerals	10	
	Water Rights Included	10	
	Partial Water Rights Incl	10	
	Seller To Retain Water Ri	10	
	Easements Benefiting Prop	10	
	Other	10	

Dishwasher	10	
Garbage Disposal	10	
Refrigerator	10	
Beverage Refrigerator	10	
Gas Range/Oven	10	
Electric Range/Oven	10	
Electric Surface Unit	10	
Gas Surface Unit	10	
Downdraft	10	
Convection Oven	10	
Warming Oven	10	
Double Oven	10	
Microwave	10	
Range Hood	10	
Trash Compactor	10	
Washer	10	
Dryer	10	
Stackable Washer/Dryer	10	
Indoor Grill	10	
Central Vacuum	10	
Water Filter	10	
Freezer	10	
Water Softener Own	10	
Sep Ice Machine	10	
Humidifier	10	
Satellite Dish	10	
Satellite Receiver	10	
Outdoor Grill	10	
Central Sound	10	
Home Theatre	10	
None	10	
Full Basement	10	
Partial Basement	10	
Crawl Space	10	
Walk Out	10	
Comp. Finished	10	
Partial Finished	10	
Unfinished	10	
Frame	10	
Block	10	
Poured Concrete	10	
Log	10	
Steel	10	
Post & Beam	10	
Stone	10	
Manufactured	10	
Brick	10	
Mobile Home	10	
Straw Bale	10	
Earthship	10	

Other	10	
Attic Fan	10	
Central Air	10	
Wall/Window Unit	10	
Evaporative Cooler	10	
None	10	
Appraisal	10	
Home Inspection	10	
Radon Test	10	
Soil Test	10	
Survey	10	
Plat Available	10	
Location Map	10	
Topography Map	10	
Septic Report	10	
Well Report	10	
Leases	10	
Water Rights	10	
House Plans	10	
Lead Based Paint	10	
CC&Rs	10	
Property Disclosure	10	
Rental Average	10	
Utility Average	10	
Video	10	
Photographs	10	
Virtual Tour	10	
Easements	10	
Block	10	
Brick Veneer	10	
Stucco	10	
Wood Siding	10	
Metal Siding	10	
Vinyl Siding	10	
Stone Veneer	10	
Log	10	
Log Siding	10	
Shingle Siding	10	
Dryvit	10	
Masonite	10	
Other	10	
Paved Driveway	10	
Concrete Drvwy	10	
Shed	10	
Barn	10	
Corral/Stable	10	
Outbuildings	10	
Dog Pen	10	
Rv Parking	10	
Guest House	10	

Pool	10	
Built In Ht Tub	10	
Free Stand Hot	10	
Tennis Court	10	
Greenhouse	10	
Paved Street	10	
Unpaved Street	10	
Heated Driveway	10	
Lake	10	
Pond	10	
Stream	10	
Seasonal Stream	10	
River	10	
Gutters	10	
Landing Strip	10	
Fuel Tank	10	
Water Storage Tank	10	
Chicken House(s)	10	
Farm Equipment	10	
Fencing	10	
Fishing	10	
Hay Storage	10	
Heated Shop	10	
Horse Facilities	10	
Hunting	10	
Indoor Arena	10	
Irrigation	10	
Livestock Shelt	10	
Machine Storage	10	
Outdoor Arena	10	
Shop	10	
Other	10	
None	10	
One	10	
Two	10	
Three Or More	10	
Fireplace Insert	10	
Gas Log	10	
Free Standing	10	
Wood Stove	10	
Pellet Stove	10	
In Living Room	10	
In Family Room	10	
In Master Bedroom	10	
w/Blower	10	
Masonry	10	
Pre-Fab	10	
Ventless Gas Heater	10	
Green Treat	10	
Wood	10	



Poured Concrete	10	
Block	10	
Stone	10	
Brick	10	
Slab	10	
None	10	
Other	10	
Furnished	10	
Unfurnished	10	
Partial	10	
Turn Key	10	
Negotiable	10	
Available	10	
Installed	10	
Natural Gas	10	
Propane	10	
Other	10	
None	10	
Natural Gas	10	
Electric	10	
Propane	10	
Wood	10	
Coal	10	
Solar Active	10	
Solar Passive	10	
Central	10	
Baseboard	10	
Heat Pump	10	
Floor Furnace	10	
Hydronic	10	
Wall Heater	10	
Forced Air	10	
Radiant	10	
Hot Water Baseboard	10	
Electric Baseboard	10	
Entran Type	10	
Geo Thermal	10	
Indoor Pool	10	
Outdoor Pool	10	
Indoor Hot Tub	10	
Outdoor Hot Tub	10	
Sauna	10	
Golf Membership	10	
Tennis	10	
Athletic Facilities	10	
Recreation Facilities	10	
Club House	10	
Storage	10	
Hunting	10	
Fishing	10	

Equine Facilities	10	
Year Round Shuttle	10	
Season Shuttle	10	
Valet	10	
Concierge	10	
Snow Mobiling	10	
Motorized Trails	10	
Non-Motorized Trails	10	
Marina	10	
On-site Check In	10	
Covered Parking	10	
Rgt Of 1st Rfs	10	
Other	10	
None	10	
Electric	10	
Gas	10	
Water	10	
Sewer	10	
Cable TV	10	
Trash Service	10	
Lawn Maintenance	10	
Insurance	10	
Taxes	10	
Building Maintenance	10	
Shuttle Service	10	
Road Maintenance	10	
Snow Plowing	10	
Snow Shoveling	10	
Capital Reserves	10	
Common Amenities	10	
New Floor Cover	10	
New Paint	10	
Wood Floors	10	
Vinyl Floors	10	
Tile Floors	10	
Carpet	10	
Window Coverings	10	
Wet Bar	10	
Intercom	10	
Ceiling Fan (s)	10	
Vaulted Ceiling (s)	10	
Smoke Detector	10	
Garage Door Open	10	
Security System	10	
Handicap Access	10	
Walk In Closet	10	
Cable	10	
Multi Phone Lines	10	
Climate Control	10	
Sauna	10	

Steam Shower	10	
Indoor Pool	10	
Hot Tub	10	
Jet Tub	10	
Wine Cellar	10	
Media Room	10	
Elevator	10	
Other	10	
Sprinkler System	10	
Fence-Metal	10	
Fence-Wood	10	
Fence-Block	10	
Trees	10	
Garden Area	10	
Outdoor Lighting	10	
Brick Fence	10	
Water Garden	10	
Natural	10	
None	10	
Upper Level	10	
Main Level	10	
Lower Level	10	
Basement	10	
In Kitchen	10	
In Garage	10	
Area	10	
Room	10	
Closet	10	
Multiple	10	
Other	10	
Cul-de-Sac	10	
Corner Lot	10	
Irregular	10	
On Golf Course	10	
Horse Allowed	10	
Agricultural	10	
Other Live Stock Permitted	10	
Wooded Lot	10	
Cleared Lot	10	
Water Frontage	10	
View	10	
Flat	10	
Rolling	10	
Level	10	
Steep	10	
Border Public Lands	10	
Border Green Belt	10	
National Forest Access	10	
Walk-to-Ski	10	
Ski In	10	

Ski Out	10	
On Bus Route	10	
North	10	
South	10	
East	10	
West	10	
Owner Only	10	
Yes	10	
No	10	
Restricted	10	
Porch Open	10	
Porch Covered	10	
Enclosed Porch	10	
Open Patio	10	
Covered Patio	10	
Enclosed Patio	10	
Open Deck	10	
Covered Deck	10	
Open Stoop	10	
Covered Stoop	10	
Open Balcony	10	
Covered Balcony	10	
Gazebo	10	
Nightly Allowed	10	
Long Term Allowed	10	
None Allowed	10	
Public	10	
Private	10	
Paved	10	
Gravel	10	
Unimproved	10	
Public Winter Maintenance	10	
Public Summer Maintenance	10	
Seasonal Access	10	
Easement	10	
4WD Recommended	10	
Gated	10	
None	10	
Shingle	10	
Shake	10	
Copper	10	
Metal	10	
Roll Roofing	10	
Slate	10	
Tile	10	
Built Up	10	
Flat	10	
Other	10	
Municipal Sewer	10	
Municipal Available	10	

Septic	10	
Vault	10	
None	10	
Other	10	
Call Listing Agent	10	
Call Listing Office	10	
Call Management Co.	10	
Appointment Only	10	
Lock Box Occupied	10	
Lock Box Vacant	10	
Show Any Time	10	
Beware of Animals	10	
24 hour notice	10	
Day Sleeper	10	
List Agent Accompany	10	
Restricted Days	10	
Restricted Hours	10	
Model Available	10	
Keep Gate Closed	10	
Cash	10	
Assumption	10	
Conventional	10	
FHA	10	
VA	10	
Owner Carry	10	
Owner Carry 2ND	10	
Lease Purchase	10	
Lease Option	10	
Trade	10	
	1031	
Steamboat Ski Area	10	
Golf Course	10	
Mountain	10	
Valley	10	
Panoramic	10	
Lake	10	
River	10	
Park	10	
Neighborhood	10	
Other	10	
Builder Warranty	10	
Seller Purchased	10	
Warranty Available	10	
Not Offered	10	
Gas	10	
Electric	10	
Solar	10	
Coal	10	
Central Hot Water	10	
Municipal Water	10	

	Municipal Available	10	
	Well Private	10	
	Well Shared	10	
	Well Needed	10	
	Spring	10	
	Hauled Water	10	
	Other	10	
	All	10	
	None	10	
	Shades	10	
	Curtains	10	
	Drapes	10	
	Rods	10	
	Shutters	10	
	Blinds	10	
	Integrated Blinds	10	
	Single Pane	10	
	Double Pane	10	
	Storm Windows	10	
	Wood	10	
	Metal Clad	10	
	Metal	10	
	Vinyl Clad	10	
	Vinyl	10	
	Skylights	10	
	Bay Window	10	
	Low-E	10	
	Other	10	
154	Listing Office 2	30	(Description)
155	Agent 2 ID	30	
156	Agent 2 Name	30	(Description)
157	Agent 2 Phone	30	(Phone Number)
158	Public Remarks	4000	
159	Virtual Tour	255	
160	Listing Office 1 ID	30	
161	Listing Agent 2 ID	30	
162	Listing Office 2 ID	30	
163	Listing Agent 3 ID	30	
164	Listing Office 3 ID	30	

MLS:  
STEAMBOAT Client:  
IDX Client Listing  
Class: Commercial-  
Industrial

Number	Name	Size	Value	Delimiter
1	MLS #		10	
2	Class		50 (Description)	
3	Type		50 (Description)	
4	Area		50 (Description)	
5	Asking Price		10	
6	Address		30	

7	Address 2	25	
10	City	25	(Description)
11	State	3	
12	Zip	5	
13	Status-1	25	ACTIVE
17	Number of Acres	15	
18	Agent ID	30	
19	Agent	30	(Description)
21	Listing Office 1	30	(Description)
25	Listing Office 1 ID	30	
37	Listing Agent 2	30	(Description)
38	Listing Office 2	30	(Description)
39	Listing Agent 3	30	(Description)
40	Listing Office 3	30	(Description)
	Listing Office 3	30	(Description)
52	Development	10	(Description)
53	School	10	(Description)
54	County	25	(Description)
	BUS. INFO.: Current		
60	Use	22	
	Total Sq. Ft. Building		
67	1	10	
74	Public Remarks	4000	
	Total Sq. Ft. Building		
79	2	10	
	Total Sq. Ft. Building		
91	3	10	
110	Real Property Tax \$	10	
	Real Property Tax		
111	Year	10	
	Personal Property Tax		
112	\$	10	
	Personal Prop Tax		
113	Year	10	
154	Evaporative Cooler	10	
	Central Air	10	
	Forced Air Fans	10	
	Ceiling Fans	10	
	Combination	10	
	Heat Pump	10	
	Other	10	
	Shingle Siding	10	
	Block	10	
	Brick	10	
	Brick Veneer	10	
	Fiber Board	10	
	Lap	10	
	Masonite	10	
	Masonry	10	
	Metal	10	
	Tile	10	
	Rock	10	
	Stucco	10	
	Stucco Board	10	

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T1-11	10	
Vinyl	10	
Wood Siding	10	
Other	10	
Log	10	
Log Siding	10	
Frame	10	
Block	10	
Poured Concrete	10	
Log	10	
Steel	10	
Post & Beam	10	
Stone	10	
Manufactured	10	
Brick	10	
Mobile Home	10	
Other	10	
Appraisal	10	
Inspection	10	
Radon Test	10	
Soil Test	10	
Survey	10	
Septic Report	10	
Well Report	10	
Leases	10	
Water Rights	10	
House Plans	10	
Lead Based Paint	10	
Property Disclosure	10	
Gas Pumps	10	
Gutters	10	
Landscaping	10	
Lighting/ Security	10	
Loading Docks	10	
Parking/ Covered	10	
Parking/ 0 - 10 Spaces	10	
Parking/ 10-24 Spaces	10	
Parking/ 25-49 Spaces	10	
Parking/ 50 + Spaces	10	
RV Storage	10	
Underground Tanks	10	
Concrete Slab	10	
Wood Floors	10	
Carpet	10	
Tile	10	
Other	10	
Green Treat	10	
Wood	10	
Poured Concrete	10	
Walls	10	
Block	10	



Stone	10	
Brick	10	
Slab	10	
None	10	
Other	10	
Natural Gas	10	
Electric	10	
Propane	10	
Wood	10	
Solar Active	10	
Solar Passive	10	
Central	10	
Baseboard	10	
Heat Pump	10	
Floor Furnace	10	
Hydronic	10	
Wall Heater	10	
Forced Air/None	10	
Radiant/ Other	10	
Coal	10	
Hot Water Baseboard	10	
Electric Baseboard	10	
Entran Type	10	
Geo Thermal	10	
Basement	10	
Elevator (s)	10	
Extra Storage	10	
Private Bathrooms	10	
Shell Only	10	
Showroom	10	
Security System	10	
Dock Doors	10	
Drive Indoors	10	
Skylight (s)	10	
Water	10	
Sewer	10	
Electric	10	
Gas/Natural	10	
Gas/Propane	10	
Real Property Tax	10	
Personal Property Tax	10	
Insurance	10	
Common Area Fees	10	
Telephone	10	
Internet Access	10	
Snow Removal	10	
Trash	10	
Exterior Maintenance	10	
Interior Maintenance	10	
Other	10	

Visibility/exposure to CB	10	
Access to Lodging	10	
Access to Restaurants	10	
Access to Freeways	10	
On Bus Route	10	
Approved	10	
Non-Conforming	10	
Flood Zone/INS Req.	10	
Ground Lease	10	
Loc. In City Limits	10	
Located in County	10	
Grand Fathered	10	
Restriction(s)	10	
Seller Will Divide	10	
Survey	10	
Built Up	10	
Shingle	10	
Tile	10	
Copper	10	
Metal	10	
Roll Roofing	10	
Shake	10	
Slate	10	
Flat	10	
Other	10	
Call Listing Agent	10	
Call Listing Office	10	
Call Management Co.	10	
Appointment Only	10	
Lock Box Occupied	10	
Lock Box Vacant	10	
Show Any Time	10	
Beware of Animals	10	
24 hour notice	10	
Day Sleeper	10	
List Agent		
Accompany	10	
Restricted Days	10	
Restricted Hours	10	
Model Available	10	
Dry	10	
Wet	10	
None	10	
Clear Span	10	
Concrete Tilt-Up	10	
Free Standing	10	
Multi-Story	10	
Strip Center	10	
Cash	10	
Assumable	10	

	Conventional	10	
	Wrap	10	
	Owner Will Carry	10	
	Lease Purchase	10	
	Lease Option	10	
	Trade	10	
	1031	10	
	Cable	10	
	Electric	10	
	Natural Gas	10	
	Propane	10	
	Separate Meters	10	
	Solar	10	
	Includes Water	10	
	Includes Electric	10	
	Includes Gas	10	
	Includes Property Tax	10	
	C.A.M. Included	10	
	Public Water	10	
	Septic	10	
	Sewer Connected	10	
	Sewer to Property	10	
	Line	10	
	Sewer in Street	10	
	Water/None	10	
	Water to Prop. Line	10	
	Water to Street	10	
	Well Drilled	10	
	Well Shared	10	
	See Remarks	10	
155	Listing Office 2	30	(Description)
156	Agent 2 ID	30	
157	Agent 2 Name	30	(Description)
158	Agent 2 Phone	30	(Phone Number)
159	Public Remarks	4000	
160	Virtual Tour	255	
161	Listing Agent 2 ID	30	
162	Listing Office 2 ID	30	
163	Listing Agent 3 ID	30	
164	Listing Office 3 ID	30	

MLS:  
STEAMBOAT Client:  
IDX Client Listing  
Class: Land

Number	Name	Size	Value	Delimiter
1	MLS #	10		
2	Class	50	(Description)	
3	Type	50	(Description)	
4	Area	30	(Description)	
5	Asking Price	10		
6	Address	30		

7	Address 2	25	
10	City	25	(Description)
11	State	3	
12	Zip	5	
13	Status-1	25	ACTIVE
16	Number of Acres	15	
19	Agent ID	30	
20	Agent Name	50	(Description)
22	Listing Office 1 ID	10	
23	Listing Office 1 Name	50	(Description)
24	Listing Agent 2	30	(Description)
25	Listing Office 2	30	(Description)
26	Listing Agent 3	30	(Description)
27	Listing Office 3	30	(Description)
45	Development	30	(Description)
47	Public Remarks	4000	
50	School	10	(Description)
51	County	25	(Description)
62	Tax Amount	10	
63	Tax Year	10	
65	HOA Per	5	(Description)
101	Mineral	10	
	Oil & Gas	10	
	Partial Mineral Interest	10	
	Seller To Retain Minerals	10	
	Water Rights Included	10	
	Partial Water Rights Incl	10	
	Seller To Retain Water Ri	10	
	Easements Benefiting		
	Prop	10	
	Other	10	
	Secluded	10	
	Flood Plain	10	
	Pine	10	
	Aspen	10	
	Oak	10	
	Sagebrush	10	
	Grass	10	
	Mixed	10	
	Sparse	10	
	Thinned	10	
	Cleared	10	
	Grass Hay	10	
	Alfalfa Hay	10	
	Small Grains	10	
	Government Program	10	
	Other	10	
	Contaminated Site	10	
	Underground Tanks	10	
	Easements Encumbering		
	Pro	10	

Existing Mines	10	
Gas/Oil Wells	10	
Has Known Defects	10	
Leases	10	
First Right of Refusal	10	
Rental Restrict	10	
Variance	10	
Wetlands	10	
Landfill/Dump	10	
Other	10	
Appraisal	10	
Restrictions	10	
Easements	10	
Well Report	10	
Leases	10	
Photographs	10	
Personal Property	10	
Radon Test	10	
Septic Report	10	
Soil Test	10	
Survey	10	
Water Rights	10	
Mineral Rights	10	
Plans Available	10	
Location Map	10	
Topography Map	10	
CC&R's	10	
Property Disclosure	10	
Video	10	
Special Use Permit	10	
Plats Available	10	
Other	10	
None	10	
Available	10	
To Lot Line	10	
None	10	
Other	10	
Barn	10	
Corral	10	
Fencing	10	
Farm Equipment	10	
Garage	10	
Greenhouse	10	
Horse Facilities	10	
Outbuilding	10	
Other Livestock Permitted	10	
Sprinkler System	10	
Security System	10	
Curbs/ Sidewalks	10	
Irrigation	10	

Pond	10	
Lake	10	
Stream	10	
Seasonal Stream	10	
River	10	
Water Rights	10	
Landing Strip	10	
Hunting	10	
Fishing	10	
Water Tank	10	
Fuel Tank	10	
Chicken House (s)	10	
Hay Storage	10	
Livestock Shelt	10	
Machine Storage	10	
Shop	10	
Other	10	
Perimeter Fence	10	
Cross Fenced	10	
Fenced for Livestock	10	
Some Fencing	10	
Old Fence Not Useable	10	
None	10	
Available	10	
To Lot Line	10	
Propane	10	
None	10	
Other	10	
Indoor Pool	10	
Outdoor Pool	10	
Indoor Hot Tub	10	
Outdoor Hot Tub	10	
Sauna	10	
Golf Membership	10	
Tennis	10	
Athletic Facilities	10	
Recreation Facilities	10	
Club House	10	
Storage	10	
Hunting	10	
Fishing	10	
Equine Facilities	10	
Year Round Shuttle	10	
Season Shuttle	10	
Valet	10	
Concierge	10	
Snow Mobiling	10	
Motorized Trails	10	
Non-Motorized Trails	10	
Marina	10	

On-site Check In	10	
Other	10	
None	10	
Electric	10	
Gas	10	
Water	10	
Sewer	10	
Cable TV	10	
Trash Service	10	
Lawn Maintenance	10	
Insurance	10	
Taxes	10	
Building Maintenance	10	
Shuttle Service	10	
Road Maintenance	10	
Snow Plowing	10	
Snow Shoveling	10	
Capital Reserves	10	
Common Amenities	10	
Cul-de-Sac	10	
Corner Lot	10	
Irregular	10	
On Golf Course	10	
Horses Allowed	10	
Agricultural	10	
Other Live Stock	10	
Wooded Lot	10	
Cleared Lot	10	
Water Frontage	10	
View	10	
Flat	10	
Rolling	10	
Level	10	
Steep	10	
Gentle Slope	10	
Moderate Slope	10	
Borders Public Lands	10	
National Forest Access	10	
Borders Green Belt	10	
Walk-to-Ski	10	
Ski In	10	
Ski Out	10	
On Bus Route	10	
North	10	
South	10	
East	10	
West	10	
Available	10	
To lot Line	10	
Cell	10	

None	10	
Other	10	
Current Use	10	
Ranch	10	
Single Family with Care T	10	
PUD	10	
Mobile Home	10	
Subdivision	10	
Commercial	10	
Farm	10	
Industrial	10	
Manufactured	10	
Multiplex	10	
Other	10	
Yes	10	
No	10	
Call L.O. for Details	10	
Public	10	
Private	10	
Paved	10	
Gravel	10	
Unimproved	10	
Public Winter		
Maintenance	10	
Public Summer		
Maintenance	10	
Seasonal Access	10	
Easement	10	
4WD Recommended	10	
Gated	10	
None	10	
Other	10	
Sewer Available	10	
Sewer Tap Paid	10	
Septic Tank Needed	10	
Septic Tank In Ground	10	
Perk Test Approved	10	
Perk Test Needed	10	
Does Not Perk	10	
Vault Needed	10	
Vault In Ground	10	
Other	10	
Call Listing Agent	10	
Call Listing Office	10	
Appointment Only	10	
Show Any Time	10	
Beware of Animals	10	
24 hour notice	10	
Listing Agent Accompany	10	
Restricted Days	10	
Restricted Hours	10	



	Sign	10	
	Lock Box	10	
	Keep Gate Closed	10	
	Cash	10	
	Assumption	10	
	Conventional	10	
	FHA	10	
	VA	10	
	Owner Carry	10	
	Owner Carry 2nd	10	
	Lease Purchase	10	
	Lease Option	10	
	Trade	10	
	1031	10	
	Public Water	10	
	Public Available	10	
	Well Private	10	
	Well Shared	10	
	Well Needed	10	
	Spring	10	
	Holding Tank	10	
	Tap Fee Paid	10	
	Other	10	
102	Listing Office 2	30	(Description)
103	Agent 2 ID	30	
104	Agent 2 Name	30	(Description)
105	Agent 2 Phone	30	(Phone Number)
106	Virtual Tour	255	
107	Listing Agent 2 ID	30	
108	Listing Office 2 ID	30	
109	Listing Agent 3 ID	30	
110	Listing Office 3 ID	30	

**EXHIBIT B**

**Schedule of Fees and Charges**

Set-up or other One-time Charges:

\$250.00 set-up fee

Periodic Fees or Charges:

Annual User Fee -- \$ 500.00, due and payable in advance on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.