



BrokerSM Reciprocity

PUTTING BROKERS IN CONTROL OF THEIR LISTINGS ON THE WEB

Broker informational packet
& technical documentation

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For the most recent version of this document, please check MLS of Northern Illinois, Inc.'s web site at www.mlsni.com, click on the Broker ReciprocitySM link from the home page.

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1 Executive summary

WHAT IS BROKER RECIPROCITYSM?

Simply: It 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 (called "Broker ReciprocitySM Subscribers" or "BRSs") can display all of each other's active listings. If you choose not to participate, no other broker will be permitted to display your listings. You can include your listings in the Broker ReciprocitySM database without having your own web site. (See Section 8 – Frequently Asked Questions for more information.)

WHY IS MLS OF NORTHERN ILLINOIS, INC. DOING BROKER RECIPROCITYSM?

The purpose of Broker ReciprocitySM is to empower REALTORS[®] to deal with the real estate consumer of the future. Among the objectives to which MLS of Northern Illinois, Inc. is committed are: 1) permitting brokers to fully market their services on the Internet; 2) permitting the brokerage community to take advantage of data contributed to the system by brokers; and 3) permitting brokers to establish and maintain first contact with the consumer in the real estate transaction. Increasingly, consumers are looking to the Internet for information about real estate for sale. Until Broker ReciprocitySM, consumers were not finding that information at broker-owned web sites. The sites with the best data (from the consumer's perspective) contained the most data and were not controlled by REALTORS[®]. On the national front, the site with the most listings is REALTOR.COM, a production of ReaLSelect, a subsidiary of publicly traded HomeStore.com. Locally, consumers could find the most data on the web sites of MLSNI and the Chicago Tribune newspaper.

Some brokers asked MLS of Northern Illinois, Inc., "Why can't a broker web site be the place with the most listings?" Thanks to Broker ReciprocitySM, it can! This approach provides several advantages:

- Brokerage web sites can become the best source of listing data. If most brokers participate, the number of listings in the reciprocal database can easily reach and even exceed the number on other popular sites.
- When consumers visit the web sites of reciprocal brokers, they will stay longer because the brokers have more listing data to offer. The broker sites may also offer easier interfaces for consumers, since many other sites are "cluttered" with non-listing content. Innovation in on-line services offered by brokers will be a critical factor in the success of broker sites.

The web sites of the John L. Scott and Windermere real estate firms in Seattle (where reciprocity has been working for three years) are experiencing between 12 and 18 million hits per month, according to senior firm managers. They attribute this to the relatively complete data bases of listings that they can offer consumers.

HOW DOES MY FIRM PARTICIPATE IN BROKER RECIPROCITYSM?

Follow the instructions on the next page! (But read the rest of this document, too. It includes important information you should know before signing up.)

2 Quick start: 2 steps to Broker ReciprocitySM

STEP 1: BECOMING A BROKER RECIPROCITY™ SUBSCRIBER (BRS)

Being a BRS just means that you give all other BRSs permission to display your active listings on their web sites according to the Broker ReciprocitySM Rules and Regulations. (See Section 4 Rules and Regulations for details.) In so doing, you obtain permission from all other BRSs to display their active listings. You give permission and get permission in the same act. (That's why it's called "reciprocity.") You don't need to have a web site yourself.

You MUST take positive action to become a BRS. Participants in MLS of Northern Illinois, Inc. must positively respond to MLSNI to subscribe to the Broker ReciprocitySM program: you are not automatically signed up. If you are a new participant in MLS of Northern Illinois, Inc. joining after the beginning of the Broker ReciprocitySM program, you will not be automatically enrolled. **If you want to participate, you must fill out the form, "Adding/Dropping Broker Reciprocity™," attached at the end of this packet (page 31).** If you do not fill out the form now, you can fill it out at any later time. Your data will appear in the Broker ReciprocitySM Database within three business days of receipt by MLSNI.

STEP 2 (OPTIONAL): PUTTING BROKER RECIPROCITY DATA ON YOUR WEB SITE

You don't have to have a web site to be a BRS. But to take maximum advantage of the program, you will want one. To put Broker ReciprocitySM data on your web site, you have to take four steps:

- a. Sign MLS of Northern Illinois, Inc.'s "Access to Broker ReciprocitySM Data Feed" agreement (attached at the back of this BR packet).
- b. Get a web site (see Section 6 for advice on how, if you don't already have one).
- c. Incorporate the BR data into your web site. This is really the toughest part. Much of this document and the associated Technical Documentation are devoted to this part.
- d. Obey the BR Rules and Regulations and the policy statements in this document and the associated Technical Documentation. See particularly, Section 4 of this document.

3 Fees

There is no fee to be a BRS or to receive a data feed from MLS of Northern Illinois, Inc., provided you use one of the standard methods for accessing the data. If you want a special interface to access the BR Data, MLS of Northern Illinois, Inc. will charge you for all costs to establish that interface including reasonable fees for MLS of Northern Illinois, Inc. staff time. The MLS of Northern Illinois, Inc. Board of Directors reserves the right to institute a fee after the first year of the program depending on participation levels. (If participation levels are very high at the end of the first year, the Board will probably view Broker ReciprocitySM as part of our service and continue to absorb the cost of the program in MLS of Northern Illinois, Inc.'s operations.)

4 Rules and regulations

To the extent that this document supplements MLS of Northern Illinois, Inc.'s Rules and Regulations relating to Broker ReciprocitySM, it is a statement of MLS of Northern Illinois, Inc.'s policy regarding such matters.

Access methods: FTP access is provided by MLS of Northern Illinois, Inc. for BRSs to retrieve the BR Database, and is described more fully in the Technical Documentation. Any BRS intending to use any other method for downloading and updating the BR Database must seek approval of its method from MLS of Northern Illinois, Inc.. 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 MLS of Northern Illinois, Inc.'s systems. The use of any other method also requires payment to MLS of Northern Illinois, Inc. of any costs it incurs to provide the access method, including reasonable fees for MLS of Northern Illinois, Inc. staff time.

Rules and Regulations: Sections 2.7 and 35 of MLS of Northern Illinois, Inc.'s Rules and Regulations contain provisions relating to BR. These provisions are reproduced in their entirety here.

Broker Reciprocity modifications to the Rules and Regulations of the Multiple Listing Service of Northern Illinois, Inc.:

SECTION 2.7. ADVERTISING OF LISTINGS PLACED IN THE SERVICE. Unless a Shareholder Board's Multiple Listing Service Participant is a subscriber in good standing to the Broker Reciprocity Program (and then only in conjunction with the rules of such Broker Reciprocity program, as contained herein and adopted from time to time by the Board of Directors of MLSNI), a listing shall not be advertised by any Shareholder Board's MLS Participant, other than the Listing Broker.

SECTION 35. BROKER RECIPROCITY: "Broker Reciprocity" is a means by which each Participant subscribing to the program permits the display of its active listings appearing in MLSNI on each other BRS's Internet web site.

35.1. PARTICIPANT IN PROGRAM: Means any broker actively engaged in providing real estate brokerage services to buyers or sellers in real estate transactions and must have an office located within the MLSNI boundaries as defined in SECTION 1.

35.2. BROKERAGE SERVICES: Means duties performed by a "broker" meaning an individual, partnership, limited liability company, corporation, or registered limited liability partnership other than a real estate salesperson or leasing agent who for another and for compensation either directly or indirectly:

1. Sell, exchanges, purchases, rents or leases real estate.
2. Offers to sell, exchange, purchase, rent or lease real estate.
3. Negotiates, offers, attempts, or agrees to negotiate the sale, exchange, purchase, rental or leasing of real estate.
4. Lists, offers, attempts or agrees to list real estate for sale, lease or exchange.
5. Buys, sells, offers to buy or sell, otherwise deal in options on real estate or improvements thereon.
6. Supervises the collections, offer, attempt or agreement to collect rent for the use of real estate.
7. Advertises or represents himself or herself as being engaged in the business of buying, selling, exchanging, renting or leasing real estate.
8. Assists or directs in procuring or referring of prospects, intended to result in the sale exchange, lease or rental of real estate.

9. Assists or directs in the negotiation of any transaction intended to result in the sale, exchange, lease or rental of real estate.

10. Opens real estate to public for marketing purposes.

35.3. BROKER RECIPROCITY SUBSCRIBER (BRS): Means a participant in the program.

35.4. BROKER RECIPROCITY DATABASE: Means the current aggregate compilation of all active exclusive right to sell and exclusive agency listings of all Broker Reciprocity Subscribers, except those listings where the property seller has opted out of the Internet publication by so indicating on the listing agreement.

35.5. REPLICATION OF BROKER RECIPROCITY DATABASE ON INTERNET PERMITTED: A BRS 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 MLSNI 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.

An Internet republication of another BRS's listing shall not contain more but may contain less information than is contained in MLSNI's approved Internet data distribution for BR. The BRS shall update the information on its Internet web site at least weekly.

35.6. A BRS may not modify or manipulate the data relating to another BRS's listing. (This is not a limitation on the design of the site but refers to the actual data.)

35.7. The MLSNI-approved icon and an explanation that those properties marked with the icon are provided courtesy of the MLS of Northern Illinois, Inc. Broker Reciprocity Database, must appear on the first page where any listing data is displayed.

35.8. Any search result identifying another BRS's listing in a brief or "thumbnail" format shall bear the MLSNI-approved icon or the MLSNI-approved thumbnail icon immediately adjacent to the property information to identify the listing as an MLSNI listing. The MLSNI-approved icon shall be at least 95 pixels by 35 pixels. The MLSNI-approved Thumbnail icon shall be at least 35 pixels by 35 pixels. A thumbnail 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. A thumbnail display may only include the following: text data about the listing property, a photo of the listing, the logo of the listing broker or MLSNI-approved icon, and buttons providing links for other information.

35.9. A search result producing a detailed display of another BRS's listing shall bear that BRS's name, the MLSNI-approved icon, and MLSNI's copyright notice immediately following the property information. The BRS's name, MLSNI-approved icon, and copyright notice shall be at least as large as the largest type size used to display the listing data. 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 the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.

35.10. Any result identifying another BRS's listing shall include the disclaimer "Information Deemed Reliable but Not Guaranteed".

35.11. 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 Internet web site.

35.12. 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 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.

If a BRS suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to the MLSNI immediately for investigation and action.

35.13. A BRS must make changes to an Internet site necessary to cure a violation of MLSNI's Rules within 72 hours of notice from MLSNI of the violation, or be subject to a fine.

35.14. Restrictions/Limitations on Use: 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 26 and Section 32 of these rules.

35.15. MLSNI reserves the right to discontinue the BR data feed to BRS participants 72 hours after giving notice to BRS participants, if MLSNI reasonably believes a BRS participant is continuing to breach the Restrictions/Limitation on Use. Restrictions/Limitations on Use include but are not limited to: any sale, lease, distribution or creation of derivative products for compensation in kind or dollar by the participant.

35.16. No portion of the Broker Reciprocity Database shall be co-mingled with any non-MLSNI listings on the BRS's Internet web site.

35.17. 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 MLSNI.

5 Technical overview

The method designed to provide access to the Broker ReciprocitySM Data for BRSs is an FTP site. See the Technical Implementation documentation in Section 9 for complete information. (FTP is Internet lingo. It stands for File Transfer Protocol. It's the way that a client computer – like your PC – downloads a whole file from a host.) In order to use the FTP site, you will need an ID and password assigned by MLS of Northern Illinois, Inc. To initiate FTP access, you need to fill out and send to MLS of Northern Illinois, Inc. the agreement at the end of this document. MLS of Northern Illinois, Inc. will verify the necessary information and send you the ID, password, and what's called an FTP address. If you don't understand this, that's a sure sign you should be working with a consultant or web design firm to put this data on your site.

6 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 ReciprocitySM. 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 her that the listing is no longer available. That's a good time to suggest that she call your firm 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.

6.1 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. Refer to Section 9 – Technical Implementation Guide.

6.2 Working with a web designer

Most brokers do not possess the resources or staff required to perform the tasks identified in the Technical Documentation. 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 the instructions provided in the Technical Documentation to build a web site according to your specifications. This could cost anywhere from one hundred to several thousand dollars per month.

6.3 Sample sites

Still can't figure out which approach you want? Check out these examples of web sites from the Regional MLS of Minnesota, where Broker Reciprocity was implemented early in 2000.

www.edinarealty.com and www.cbburnet.com: These are the sites of the Twin Cities' two mega-brokers. An in-house information technology staff or outside consultant specially constructed each of these sites.

www.personaltouchrealty.com and www.crossroadsmn.com: These two web sites belong to Personal Touch Realty and RE/MAX Crossroads, respectively. They were both built by a web development company.

www.homes-mn.com: This site belongs to Frank Feaster Realty and was built by a web development company.

www.mavrikrealty.com and www.rogerfazendin.com: These two web sites belong to Mavrik Realty & Roger Fazendin Realtors, respectively. They were both built by a web development company.

www.jeffjohnsonsteam.com and www.realestatethree.com: These two web sites belong to Re/Max Real Estate Properties and Real Estate III, respectively.

www.realestate-101.com: This site belongs to Paragon Associates and was built by Golden Gate Internet Services.

www.tittlerealestate.com: Tittle Real Estate, a small Red Wing brokerage firm, built this site. Tittle did much of the work on this site in-house.

www.21homesearch.com: This site was custom built for Century 21 Premier Group, a multi-office firm concentrated in the eastern metro and Western Wisconsin.

6.4 Questions you should ask web site designers before signing up with them

MLS of Northern Illinois, Inc. strongly advises you to ask questions, many questions, before signing up with any web site provider. The questions you ask at the beginning of the process will go a long way toward preventing disputes down the road. Before you contact any web site designer, look at other Broker ReciprocitySM web sites. Use them as you would imagine a consumer using them. Because your competitors' web sites are available to you 24 hours a day, you have an unusual opportunity to see what they're doing before choosing your own course. If you can't or won't search the web yourself, have a few agents in your office do it. Have them report back to you on features they think are valuable.

Before you begin discussions with a web designer, ask for the web addresses of other brokerage sites they have built. While nothing prevents you working with a designer that has no previous Broker ReciprocitySM experience, you may find it more economical to work with one who has.

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

What is the set up costs for the web site? Most web site designers will want some kind of up front fee to create your web site. Find out exactly what steps the designer will take during these initial stages.

What is included in the up front fees? Find out if the package you are considering includes the complete design of a custom web site, or if it only includes certain "template" elements. Find out how much control you have over the site, like the graphic design, color scheme, etc.

Can I integrate the Broker ReciprocitySM site with my existing web site? You may already have a web site and a web site designer who has been doing a good job maintaining it. You may just want to incorporate the Broker ReciprocitySM piece into that existing site. If you want to keep your existing designer, have him /her contact other designers who have Broker ReciprocitySM experience.

What are the maintenance costs and how frequently are they due? Most web site designers will charge you a monthly or quarterly maintenance fee. You should find out what you are receiving for this fee – at a minimum, it should include automatic updates of the Broker ReciprocitySM listing data on your web site, preferably daily.

Is a hosting fee included, or is it payable separately? Once a designer creates your site, it will have to be "hosted" on a computer connected to the Internet. Your designer may include the cost of hosting in the maintenance fees, or you may have to make separate arrangements for hosting. **If the designer will host your site, ask for the web address of another site they host. Visit this site and make sure that it loads quickly. Consumers will not tolerate slow sites.**

Does the maintenance fee include periodic changes to your site? You will want to change information on your site, things like firm special events, salesperson of the month, etc. Find out how many such changes are included in any maintenance fee, and how much additional changes will cost.

Does the maintenance fee include access to statistics about who is visiting your web site and when? Critical to any marketing plan involving the Internet is an understanding of who is visiting your web site and from where they are being referred. There are software packages available that will track activity on your web site and provide important answers to these

questions. Will your web site designer provide this information to you? Is the cost included in your maintenance?

How much personal interaction will you have with the designer, or is it all online? Any face-to-face? How much? Any phone? How much? If you are accustomed to face-to-face or telephone customer service, you may find it difficult to find among web site designers. They are creatures of e-mail. If this is important to you, you'll want to discuss it with candidate designers in advance.

What is the cost for additional work and features? If you see something on another site your designer has created, he/she should be able to tell you how much it would cost to add it to your own site. **Do not assume that a feature will appear on your site just because it appears on another site your designer created for another broker. The other broker may have paid a premium price for that feature.** The contract you write with the designer should list all the features you want and indicate their price. (If you're asking for a novel feature, the designer may hesitate to give you a price up-front. This is not unreasonable, and you'll have to negotiate the best deal you can.)

Discuss changes you will probably have to make. Find out how much they will cost:

- Change an agent name
- Add a link
- Add a banner
- Add a web page

Will the vendor display all photos on each listing, or just the main photo?

Will you own the domain name? If you are paying the designer to register your domain name, it's important that the designer commit to registering it in your name. You will be putting this address on all of your marketing materials from here on out. You don't want the designer to take it with him/her if you choose to work with a different designer.

Does the Broker own the site content? You will want to be able to take your web site design with you if you choose another designer down the road. Seek provisions in your contract that will guarantee this. (Note: this is probably only applicable to "custom" site content. If you buy a "template" package, the web site vendor will not relinquish any rights in the template or the search interface to you.)

Who is the designer/vendor? Is it a corporation, sole proprietor, LLC? Who will deliver on the promises the salesperson makes if that salesperson leaves? It's important here, as in every business deal, to know whom you are dealing with.

What is the vendor's experience with web-based databases, real estate web sites, etc., and with whom have they worked? CHECK THESE REFERENCES! If they have built other broker web sites, visit them. Make sure they work, that they look good, and that they are fast (consumers hate slow web sites).

How soon after you sign a contract will your web site be up? It is important to clarify all parties' expectations here.

Where is the designer located and how will you communicate with them?

Ask the designer why they deserve your business. There are many options out there. Make the designer explain why they are the best.

Encourage the designer to contact MLS of Northern Illinois, Inc.. You may encourage the vendor to contact the MLS of Northern Illinois, Inc. to talk about what's entailed in a Broker ReciprocitySM web site if they have any questions. They will provide better cost estimates if they know more about MLS's systems and the rules and regulations of the program.

7 Sample disclosures

7.1 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 MLS of Northern Illinois, Inc.'s rules. You may use the language of your own choosing so long as it achieves the same objectives.

- 7.1.1 Explanation of data source: Under Section 35.7 of MLS of Northern Illinois, Inc.'s Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating the source of BRD database data on your site. The following disclosure, appearing alongside the MLS of Northern Illinois, Inc.-approved logo for Broker ReciprocitySM will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Broker ReciprocitySM Program of the Multiple Listing Service of Northern Illinois, Inc. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the Broker ReciprocitySM logo or the Broker ReciprocitySM thumbnail logo (a little black house) and detailed information about them includes the name of the listing brokers."

- 7.1.2 Accuracy disclaimer on other BRSS' listings: Under Section 35.10 of MLS of Northern Illinois, Inc.'s Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating that data from other BRSS is "deemed reliable but not guaranteed." Any similar language indicating 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 these data believes them 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."

- 7.1.3 Copyright notice: Under Section 35.9 of MLS of Northern Illinois, Inc.'s Rules and Regulations (see Section 4 above), your web site must display MLS of Northern Illinois, Inc.'s copyright notice on any detailed listing data of another BRSS. **This notice must appear exactly as in one of these two options:**

Option A: “ Copyright nnnn Multiple Listing Service of Northern Illinois, Inc. All rights reserved.” [Where nnnn is the current year.]

Option B: “ © nnnn Multiple Listing Service of Northern Illinois, Inc. 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.”

7.2 Additional recommended disclosures

7.2.1 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 BRS may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A BRS may even choose to exclude listings of some of its competitors. A disclosure is advisable because: 1) The BRS may be advertising the web site as “the most complete compilation of houses for sale on the Internet”; if the BRS 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 BRS excludes listings without disclosing to consumers, savvy consumers will not be discrepancies between BRS web sites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in MLS of Northern Illinois, Inc.’s Broker ReciprocitySM program, allowing us to display other broker’s listings on our site. However, [firm name] displays only [listings in Cook County][only condominium listings][exceptional properties (with list prices above \$500,000)].”

“[Your firm name] does not display the entire MLS of Northern Illinois, Inc. Broker ReciprocitySM database on this web site. The listings of some real estate brokerage firms have been excluded.”

7.2.2 Update frequency: If you choose to update data on your site less frequently than daily, MLS of Northern Illinois, Inc. advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a “Data last updated: x/x/xx” on the search page would be effective. This may be wise even if you *do* update daily. It is a violation of Illinois 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 which it is not available. It is unclear whether this would be a violation of Illinois regulations; in order to be safe, however, MLS of Northern Illinois, Inc. 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 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].”

8 Frequently asked questions (FAQ)

CAN AGENTS HAVE BR WEB SITES?

Since the introduction of Broker ReciprocitySM, there have been quite a few questions about agent web sites working with the program. Here is the only way that an agent can have a Broker ReciprocitySM web site:

1. The agent's brokerage firm must be contributing its listings to the program.
2. The agent's brokerage firm must have a Broker ReciprocitySM web site of its own.
3. The agent's web site must frame or "gateway" into the brokerage's web site. That is, the Broker ReciprocitySM data can only be hosted on the brokerage's web site.
4. The agent may "co-brand" the web site so that she shares branding with her broker.
5. The agent must have the brokerage's permission to frame its web site.
6. The agent's web site must retain the brokerage's branding at all times. This will frequently mean the brokerage's banner appears at the top of every page.

If you have questions about how to co-brand a Broker ReciprocitySM web site with a brokerage web site, please contact "BR Administration" at MLS of Northern Illinois, Inc., [630-955-0011](tel:630-955-0011), BRS@mlsni.com.

SHOULD I CONTINUE TO SEND MY LISTINGS TO OTHER WEB SITES LIKE THE NEWSPAPERS AND REALTOR.COM?

That's a business decision you have to make for yourself. Some brokers feel their listing data is being used by third party web sites to draw consumers away from the brokerage community. Others feel that the exposure available from such web sites is well worth any purported loss of control of the data. You should examine this situation carefully and decide for yourself.

WHAT HAPPENS IF SOMEONE ABUSES BR?

MLS of Northern Illinois, Inc. will monitor brokers who develop web sites using the BR Data. It will also monitor other real estate web sites. If MLS of Northern Illinois, Inc. finds that a BRS is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails, he or she may be fined and/or their BR listing feed may be terminated.

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

This is a great question. The answer lies in a desire to strengthen the brokerage industry. If real estate brokerages want to compete with other industry segments for the business of Internet consumers in the long term, 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 ReciprocitySM. 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. In addition to those arguments, sellers will want to know why your listings do not show up on Broker ReciprocitySM web sites when the listings of other brokers do.

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

Because by displaying the complete MLS inventory of active listings, you are providing a service to consumers that will 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. (Industry folks refer to this as having a "sticky" site – the "stickier," the better.)

HOW MUCH WILL IT COST?

Broker ReciprocitySM costs nothing. A web site? That's another matter. Web sites usually have up-front design and development costs, and monthly maintenance fees.

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 ReciprocitySM 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 ReciprocitySM is designed to make *all* broker sites more attractive to consumers. MLS of Northern Illinois, Inc. can only give you the tools. What you create with them is up to you.

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

Maybe. The listing firm's name has to appear on any detailed display of data for listings that don't belong to you. You cannot display the listing agent's name. (This isn't true with regard to your own listings. See the question below about agent links.) An interested consumer could call the other brokerage and ask which agent has the property listed in order to reach him or her. However, this is a great deal more difficult than just e-mailing *you*. This phenomenon is also just as likely to benefit you, as your name appears on your listings on other brokers' web sites.

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

BRSSs may only display active listings (including NEW, CTG, PCHG, RACT, BOMK and ACTV statuses). They may display any or all of MLS of Northern Illinois, Inc.'s property types. They may display only the data fields that the MLSNI Board of Directors have approved for Broker Reciprocity (see Appendix B).

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

You don't. But it would be just as much a violation of the Rules under Broker ReciprocitySM 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 BRS may provide links to its agents on its own listings (It need not do so). This is a matter to be determined between the BRS and her agents. A BRS cannot display agent information on the listings of other BRSs.

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

Anything that will not violate MLS of Northern Illinois, Inc.'s rules or procedures regarding BR. This means that if your firm 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 firm. See Rule 35.11. 2) The advertising must not jeopardize the goodwill of MLS of Northern Illinois, Inc. or the listing broker; for example, advertising an obscene web site above listing data. This will result in the BR Data Feed to the BRS being terminated. 3) The banner must not mislead consumers. If the banner seems to contradict information about the listing firm or information in the listing data itself, it should not be used.

DO I NEED A WEB SITE?

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

9 Technical implementation guide

OVERVIEW

Purpose of this section

This Technical Implementation Guide is designed to provide information to the technical advisors and contractors of brokers participating in MLS of Northern Illinois, Inc., so that they may incorporate the Broker ReciprocitySM program into those brokers' web sites. When this section refers to "you," it is referring to such a technical advisor or contractor. When it refers to "your client," it is referring to a broker participating in MLS of Northern Illinois, Inc. and the Broker ReciprocitySM program, which you are assisting in developing a web site. **To the extent that this section supplements MLSNI's Rules and Regulations relating to Broker ReciprocitySM, it is a statement of MLSNI's policy regarding such matters.**

Definitions and purpose of Broker ReciprocitySM

"Broker ReciprocitySM" is a means by which each MLS participant subscribing to the program (the "Broker Reciprocity Subscriber" or "BRS") permits the display of its active listings appearing in MLS on each other BRS's Internet web site. 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. The goal of the Broker ReciprocitySM ("BR") program is to permit participants in the MLS of Northern Illinois, Inc., i.e., real estate brokers, to display the most complete set of data regarding listings for sale on their own web sites.

Opting into the pool

Your client (the Broker) is a BRS only if he/she submits a request to be included on a form supplied by MLSNI. (See the form titled Adding/Dropping Broker ReciprocitySM at the end of this document.) There is no charge for a broker to become a BRS and thus contribute its listings to the BR Database.

Getting a data feed

Any BRS may display all or any portion of the BR Database on its own web site, provided it:

- Signs the required agreement with MLS of Northern Illinois, Inc. (See the AGREEMENT at the end of this document.); and

- Abides by the MLS of Northern Illinois, Inc. Rules and Regulations relating to BR set forth in this document as well as periodic policy statements promulgated by MLS of Northern Illinois, Inc.. Note that explanations of the rules and regulations appear in Section 4 of this document.

Limitations on use

The BR system has been created to encourage those whose principal business is the brokerage of residential real estate to display the most complete, accurate, and up-to-date compilations of listing information on their own web sites. **Any use for any other purpose is STRICTLY PROHIBITED; MLS of Northern Illinois, Inc. will act aggressively to protect its copyrights in the BR Database, to enforce its contractual rights, and to protect listing brokers' listing data from distribution in any way inconsistent with their legitimate business interests.**

RULES OF THE ROAD

For the best results MLS of Northern Illinois, Inc. recommends that you review this entire Broker Informational Packet for further details, particularly regarding rules and regulations and disclosures that should appear on your client's web site if she is a BRS. The most recent version of this document is always available on MLS of Northern Illinois, Inc.'s web site, www.MLSNI.com.

Access methods

Any BRS intending to use any method other than the established FTP method for downloading and updating the BR Database must seek approval of its method from MLS of Northern Illinois, Inc. 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 MLS of Northern Illinois, Inc.'s systems. The use of any other method also requires payment to MLS of Northern Illinois, Inc. of the BRS data feed fees it has established.

Rules and regulations

Sections 2.7 and 35 of the MLS of Northern Illinois, Inc.'s Rules and Regulations contain provisions relating to BR. These provisions are reproduced in Section 4 of this document. **Your client will be held responsible for any failure on your part to comply with those rules; MLS of Northern Illinois, Inc. therefore suggests very strongly that you review them before building your client's site.**

Agreements

Before you will be permitted to have access to the BR data or any test sample of it, you must sign a agreement with your client and MLS of Northern Illinois, Inc. See the AGREEMENT at the end of this document for details. **You must sign such a agreement for each broker for whom you provide services.** (If you do not, you may lose access to the BR data if one of your client's leaves MLS of Northern Illinois, Inc. or ceases to participate in the BR program.)

Mandatory and recommended disclosures

The rules and regulations require certain mandatory disclosures. See Section 7 of this document for suggested forms for the disclosures.

DATA UPDATE PROCESS IN GENERAL

FTP access

The data for Broker Reciprocity resides on an FTP server maintained by MLSNI. Access to this FTP server is via the Internet with a user ID and password. The principal directory with which you will work is called BROKER. You have list access to several other directories, but no read access. BROKER contains two other directories: DATA and PHOTO.

The DATA directory contains two files, called RESIDENTIALmmddyyyy.LOG and COMMERCIALmmddyyyy.LOG (where "mmddyyyy" is the date of the file). These two files are the BR data files. They are completely replaced every night. The file size is approximately 0.5K per listing record. The number of listing records varies, but can be as high as 70,000 Residential and 15,000 for Commercial. The Residential file contains property types 1 through 7. The Commercial file contains property types 11 through 17, plus property type 5 (Vacant Land). If you combine the files, be aware that property type 5 will be duplicated.

The PHOTO directory contains all available photos for the properties in the BR files, in JPEG format.

DATA STRUCTURE IN GENERAL

Production Schedule for the BR Data

The BR directory is updated seven days per week, and the Photo directory is updated five days per week. The data will be ready for your access at 5:00 AM CST every day. Data will be current as of 1:00 AM CST of that day.

Format of the Data Files

Each of the data files will store data in ASCII format, using the pipe character (“?”) (ASCII value 124) to separate fields. A set of carriage return-line feed characters terminates each record in the BR files. The first record in each of the BR files contains column names for the data in the files.

Listing data

MLS of Northern Illinois, Inc. maintains fourteen (14) different listing databases, each corresponding to a different type of real property. For example, there is a database for detached single family homes, one for attached single family homes, and one for land. The RESIDENTIALmmddyyyy.LOG table combines all seven of the residential property types into one. The COMMERCIALmmddyyyy.LOG has the same layout as the RESIDENTIALmmddyyyy.LOG. This offers the advantage of having one table to work with. It offers a disadvantage where fields applicable to one property type will be empty on records relating to properties of the other types. You will probably want to renormalize the listing data into multiple tables based on your best judgment to optimize search speed.

Each record has a unique 8 character identifying number (or listing number). Each record is associated with a unique listing agent and listing office via the LAG (listing agent) and LO (listing office) fields. The names and order of the fields are indicated in the file FIELDLIST.DOC.

The data contained in the BR files is presented in Expanded Format. This means we have already converted the bit-coded data to short, easy to read codes, separated by commas. For example, the column for Exterior, you might find the data value of “brick, cedar, frame” instead of “a, b, c.”

Photo data

There are two methods of accessing photos. All photos of MLSNI listed properties, both active and off-market, are stored on a web server maintained daily by MLSNI. We encourage you to develop your web site to serve the photos directly from the MLSNI web server. The second option allows you to download photos associated with the BR files; these photos are stored in the Photo directory of the FTP server.

You can build your application to utilize the MLSNI photo server via the following rules. The photos are stored under a root directory with 1000 sub directories corresponding to the last three digits of the LN for the property. The files are JPEG images with names corresponding to the LN (Listing Number) of the property. If a property has more than one photo, an underscore and photo version number are used as a suffix to the LN number. For example a property LN=00000001 has two photos; the first photo would be named 00000001.jpg and the second photo would be named 00000001_1.jpg. Both photos would be located under the PhotoSrvr.MLSNIPhotos.com/photos/property/001 directory so your client's web server would pass the image source as <http://PhotoSrvr.mlsniphotos.com/photos/property/001/00000001.jpg>

and http://PhotoSrvr.mlsniphotos.com/photos/property/001/00000001_1.jpg. The first photo is the primary photo and the second photo is the first Supplemental Photo.

The second option for obtaining photos of properties in the BR files is to download the photos from the Photo directory of the FTP server. The Photo directory is updated each weekday night, so it will contain only photos of properties currently in the BR files. If you use this option, follow these rules to minimize your downloading: (1) Use an FTP client that will allow you to synchronize the directories on two computers. (2) On your first connection you will download all the photos in the Photo directory. (3) This initial download will be very large, involving thousands of individual files. (4) Your initial download **MUST** be done during the off peak hours of 6:00 PM CST to 6:00 AM CST. (5) On subsequent connections, your client FTP program should download only the new or updated photos in the MLSNI Photo directory. (6) Many FTP client programs will allow you to optionally delete files on the client workstation when they no longer appear on the FTP server; you may want to use this option to prevent an accumulation of photos belonging to properties no longer in the BR files because the property has closed, expired or been cancelled.

Regardless of the option you select to obtain access to the photos, the file name is the same. The first photo (called Main photo) is always the LN of the property with an extension of JPG (i.e. main photo of LN 00000001 is named 00000001.jpg. All other photos for this property are known as Supplemental photos beginning with the number 00000001. If the property 00000001 had two supplemental photos they would be normally named 00000001_1.jpg and 00000001_2.jpg.

If a property listing has photos, the column NBR_PHOTOS in the BR files indicates how many total photos exist for the property, and the column SUPP_PHOTOS will indicate the identities of the supplemental photos. Supplemental photos are numbered beginning with 1 but due to a variety of conditions may not be incremented by 1 for each new supplemental photo. The SUPP_PHOTO column defines the versions of supplemental photos that exist. For example the NBR_PHOTOS value is 3, this means that 3 total photos exist. The SUPP_PHOTOS value is 12 indicates that the first supplemental photo is 1 and the second supplemental photo is 2. If the SUPP_PHOTOS value is 13 then the first supplemental photo is 1 and the second supplemental photo is 3. If the property only has one photo the SUPP_PHOTOS column will not have a value because no supplemental photos exist.

DATA STRUCTURE IN DETAIL

This Section contains fuller descriptions of the data you will be able to download for your client from the MLSNI FTP and interactive access points. These descriptions, field lists, and translation tables are available for download in tab-delimited text format from BROKER/DATA/MISC on the MLSNI FTP site. Use the FTP ID and password you have been given to retrieve these files. The name of each file is indicated in the applicable section.

Property type definitions: This file provides definitions of the property types that MLS of Northern Illinois, Inc. maintains. See file PROPTYPE.DOC. This file is in Microsoft Word format.

Field list describing each field in the BR files: See file FIELDLIST.DOC. This file is in Microsoft Word format.

County list: The file CNY_EXP.TXT provides translations from the four-letter county abbreviation in the CNY field to the full name of the county.

MLS area list: The file AR_EXP.TXT provides translations from the one-to-four-digit area designation in the AR field to the name of the designated geographical area.

Appendix A – Broker ReciprocitySM logo use license and guidelines

On the following page is the official Broker ReciprocitySM logo use policy and license. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

SUMMARY OF POLICY PROVISIONS:

This summary examines the official policy section-by-section.

Intro: BRSs can use the BR service mark/logo (the “Logo”). This policy only controls the use of the Logo (not real estate firm logos, etc.).

1. You have to be an active MLS subscriber and a BRS to use the Logo.
2. You can't modify the Logo without MLSNI's permission.
3. You must show MLSNI how you're using the Logo if we ask.
4. MLSNI is the sole owner of the Logo.
5. You have to be doing business legally and in compliance with MLSNI rules to use the Logo.
6. If MLSNI is sued because of your use of the Logo, you reimburse us for defense costs and damages.
7. If you stop being a BRS or MLS subscriber, or if we tell you you're violating this policy, you must immediately stop using the Logo.
8. If you aren't authorized to use the Logo any more, MLSNI can require that you recall and destroy any materials on which the Logo appears.
9. If you aren't authorized to use the Logo any more, you can't adopt another logo for yourself that's confusingly similar to the Logo. (If you want to know what confusingly similar is, talk to your lawyer.)
10. If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs. You agree that we can get an injunction against you, if necessary.

MLS of Northern Illinois, Inc. Policy Statement

USE OF BROKER RECIPROCITY LOGO/MARK

The MLSNI Broker reciprocity logo/service mark (the "Mark") is a service mark owned by Multiple Listing Service of Northern Illinois, Inc., an Illinois corporation ("MLSNI"). MLSNI has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant ("Subscriber") in the MLSNI Broker Reciprocity Program (the "Program") and each member of MLSNI understands and agrees that a Subscriber, and only a Subscriber, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by Subscribers who are in good standing under the Program guidelines as published and amended from time to time by MLSNI.
2. The Mark shall be used only in the exact form authorized by MLSNI, without any alteration, addition, deletion or other modification in design or color. MLSNI will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
3. The Subscriber shall from time to time, upon request of MLSNI, provide MLSNI with samples of materials bearing the Mark to verify proper use of the Mark.
4. MLSNI is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.
5. The Subscriber shall comply with all bylaws and rules and regulations of MLSNI, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Mark is used.
6. The Subscriber shall indemnify, defend and hold MLSNI harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against MLSNI by reason of the Subscriber's use of the Mark.
7. The Subscriber's right to use the Mark shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of MLSNI, or upon written notice by MLSNI in the event the Subscriber shall violate any provision of this Policy Statement.

8. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall immediately discontinue all use of the Mark. MLSNI may demand that the Subscriber recall and destroy goods and marketing materials bearing the Mark. MLSNI reserves the right to inform its subscribers and the public that the Subscriber is no longer entitled to use the Mark.
9. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.
10. MLSNI shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the Subscriber. In addition, in the event of any violation of this Policy Statement, MLSNI shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

Appendix B – Broker ReciprocitySM fields

Field Name	Code	Type	Number of Characters
List Number	LN	All	8
Property Type	TYP AI	1 2	
Last Update Date	UD	All	8
Listing Agent	LAG	All	8
Listing Office	LO	All	6
Listing Office Phone	OFFICE_PHONE	All	12
Agent Name	AGENT_FORM_NAME	All	36
Office Name	OFFICE_FORM_NAME	All	22
List Price	LP	1-5, 7, 11-17	10
Address	HSN, CP, STR	All	6, 2, 20
Unit #	UN	1,2,4,6,7	4
City CIT		All	18
Address to Display	ADI	All	1
Area AR		All	4
Subdivision SUB		1-7	24
County CN	Y	All	4
Total Number of Rooms	RMS	1-6	2
Bedrooms BR		1-6	2
Baths BT	H	1-6	3
Master Bath	MBB	1-6	1

Field Name	Code	Type	Number of Characters
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# Car Garage	CARS	1-7	1
Garage G	AR	1-4,6	Variable
Parking PKN		1-6	1
Parking Description	PAR	1,2,6	Variable
# Fireplaces	FP	1-6	1
Year Built	BLT	1-7	4
Lot Size	LSZ	1,3,5	Variable
Acreage ACR		1,5	8 (5,decimal,2)
Waterfront W	F	1-6	1
Basement BMT		1-6	1
Model/Style MO	D	1,2,3,4	10
Taxes T	AX	All	8
Tax Year	TXY AI	1 2	
Assessment/Association Dues	ASM	1,2,7	5
Master Bedroom Size	MBS	1,2,4,6	5
Master Bedroom Flooring	MBF	1,2,4,6	1
BR 2 Size	B2S	1,2,4,6	5
2 nd Bedroom Flooring	B2F	1,2,4,6	1
BR 3 Size	B3S	1,2,4,6	5
3 rd Bedroom Flooring	B3F	1,2,4,6	1
BR 4 Size	B4S	1,2,4,6	5
4 th Bedroom Flooring	B4F	1,2,4,6	1
Living Room Size	LRS	1,2,4,6	5
Living Room Flooring	LRF	1,2,4,6	1

Field Name	Code	Type	Number of Characters
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Dining Room Size	DRS	1,2,4,6	5
Dining Room Flooring	DRF	1,2,4,6	1
Kitchen Size	KTS	1,2,4,6	5
Kitchen Flooring	KTF	1,2,4,6	1
Family Room Size	FRS	1,2,4,6	5
Family Room Flooring	FRF	1,2,4,6	1
Remarks	RE1, RE2, RE3, RE4, RE5, RE6	All	
Additional Room 1 Name	A1N	1,2,6	3
Add'l Room 1 Size	A1S	1,2,6	5
Add'l Room 1 Flooring	A1F	1,2,6	1
Additional Room 2 Name	A2N	1,2,6	3
Add'l Room 2 Size	A2S	1,2,6	5
Add'l Room 2 Flooring	A2F	1,2,6	1
Additional Room 3 Name	A3N	1,2,6	3
Add'l Room 3 Size	A3S	1,2,6	5
Add'l Room 3 Flooring	A3F	1,2,6	1
Additional Room 4 Name	A4N	1,2,6	3
Add'l Room 4 Size	A4S	1,2,6	5
Add'l Room 4 Flooring	A4F	1,2,6	1
Additional Room 5 Name	A5N	1,2,6	3
Add'l Room 5 Size	A5S	1,2,6	5
Add'l Room 5 Flooring	A5F	1,2,6	1
Grade School	GS	1-6	6
Grade School District	GSD	1-6	3

Field Name	Code	Type	Number of Characters
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Junior High	JH	1-6	6
Junior High District	JHD	1-6	3
High School	HS	1-6	6
High School District	HSD	1-6	3
Other Public School	OT	1-6	6
Other Public School District	OSD	1-6	3
Features F	EA	1,4	Variable
Other Rooms	OTR	1-4,6	Variable
Style ST	Y	1,3,5	Variable
Type	TPE (1) TPC (2,6) TMU (3) TMF (11)	1,2,3,11 Var	iable
Directions DIR		1-4,6-7	56
Directions Line 1	DR1	5,11-17	52
Directions Line 2	DR2	5,11-17	56
Directions Line 3	DR3	5	56
Unit Floor Level	UFL	2, 7	2
Floor Number	FLN	6	3
Approximate Square Footage	ASF	1,2,6	5
Pets Allowed	PTA	2,6	1
Common Area Amenities	CAA	2,6	Variable
Exposure EX	P	2,6	Variable
Unit Features	UFE	2,6	Variable
Total Number of Units in Bldg.	TNU	2,3,6,7	4
Unit 1 Floor #	UF1	3	1
# of Rooms, Unit 1	RM1	3	2

Field Name	Code	Type	Number of Characters
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# of Bedrooms, Unit 1	BR1	3	1
# of Full, Half Baths, Unit 1	BT1	3	3
Unit 2 Floor #	UF2	3	1
# of Rooms, Unit 2	RM2	3	2
# of Bedrooms, Unit 2	BR2	3	1
# of Full, Half Baths, Unit 2	BT2	3	3
Unit 3 Floor #	UF3	3	1
# of Rooms, Unit 3	RM3	3	2
# of Bedrooms, Unit 3	BR3	3	1
# of Full, Half Baths, Unit 3	BT3	3	3
Unit 4 Floor #	UF4	3	1
# of Rooms, Unit 4	RM4	3	2
# of Bedrooms, Unit 4	BR4	3	1
# of Full, Half Baths, Unit 4	BT4	3	3
Gross Income	GRI	3	5
Net Operating Income	NOI	3	5
Appliances/Features, Unit 1	AP1	3	Variable
Appliances/Features, Unit 2	AP2	3	Variable
Appliances/Features, Unit 3	AP3	3	Variable
Appliances/Features, Unit 4	AP4	3	Variable
Actual Zoning	AZN	3,5,11-17	5
Subdivision Lot Number	SLN	5	4
Approx. Land Square Footage	ASQ	5	9
Total Listed Lots Available	TLA	5	4

Field Name	Code	Type	Number of Characters
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Rental Unit	RU	5	2
Lease Type	LT	5	1
Amenities (Land)	AML	5	Variable
Building Improvements	BIM	5	Variable
Current Use	CUU	5	Variable
Farm Type	FMT	5	Variable
Land Description	LND	5	Variable
Location LO	CAT	5	Variable
Potential Use	PTU	5	Variable
Gross Annual Income	GSI	11-12, 14-17	7
Total Annual Expenses	TAE	11-12, 14-17	7
Gross Sales Annual	GSA	13	7
Total Operating Expenses	TO	13	7
# Units	UNT	11-12, 14-15, 17	3
SubType SUBT	PE	12,14-17	2
Rental Price	RP	5,6,12-17	6
Minimum Available SF for Rent	MIN 12,1	4,17	7
Maximum Available SF for Rent	MAX 12,1	4,17	7
Approx Building SF	BSQ	12,14,17	9
Business Age	BAG	13	Variable
Business Type	BUT	13	Variable
# Apartments	APT	15	3
# Offices	OFC	15	3

Field Name	Code	Type	Number of Characters
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# Stores	STO	15	3
# Drive in Door Docks	DID	17	2
# Trailer Level Docks	NDK	17	2
Ceiling Height	MXF, MXI, MIF, MII	17	2,2,2,2
Heated/Unheated Garage	HT	7	1
Garage Description	GD	7	Variable
Park Name	PARK	4	18
Doublewide	DBL 4 1		
Brand Name	MK	4	12

FORM: Opting In: Adding/Dropping Broker ReciprocitySM

This form permits you to **Opt In** to the Broker ReciprocitySM program. If you opt in, you are considered a Broker ReciprocitySM Subscriber (BRS). Becoming a BRS 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 MLS of Northern Illinois, Inc.'s *Broker ReciprocitySM: 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 MLS of Northern Illinois, Inc. at 2443 Warrenville Road, Suite 510, Lisle, IL 60532, fax 630-955-1752.

Firm Name: _____ Firm MLS ID: _____

Broker/Office Manager Name: _____ Broker MLS ID: _____

E-mail address: _____

(If you are becoming a BRS, you **must** supply an e-mail address here. This address will be MLS of Northern Illinois, Inc.'s primary means of communicating with you about BR developments.)

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Should this form apply to any other offices of your firm? If so 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.

- MY FIRM IS A BROKER RECIPROCITYSM SUBSCRIBER. I understand that I am hereby giving every other Broker ReciprocitySM Subscriber in MLS of Northern Illinois, Inc. permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of MLS of Northern Illinois, Inc.. Other BRSs are not obliged to display my listings. I authorize MLS of Northern Illinois, Inc. to distribute my active listing data to other Broker ReciprocitySM Subscribers pursuant to its Rules and policies.
- MY FIRM IS NOT A BROKER RECIPROCITYSM SUBSCRIBER. I understand that this means that other Broker ReciprocitySM Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Broker ReciprocitySM program of MLS of Northern Illinois, Inc.. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the broker/office manager for the MLS office whose ID number 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: _____ Date: _____

Agreement: Access to MLSNI Broker ReciprocitySM data feed

Note: This agreement is a legally binding contract between you and MLS of Northern Illinois, Inc.. Simultaneously to or prior to submitting this agreement, you must become a Broker Reciprocity Subscriber (BRS). See MLS of Northern Illinois, Inc.'s *Broker Reciprocity: Broker Informational Packet* for further details. **This agreement must be filled out completely and signed by an owner or authorized corporate officer or Broker Manager of your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to MLS of Northern Illinois, Inc. at 2443 Warrenville Road, Suite 510, Lisle, IL 60532, fax 630-955-1752. MLS of Northern Illinois, Inc. will sign the agreement 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 Multiple Listing Service of Northern Illinois, Inc. ("**MLSNI**"), the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" (the "**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 MLSNI wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in MLSNI. 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.

Shareholder Association: Any association or board of REALTORS that owns stock in the Multiple Listing Service of Northern Illinois, Inc.

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 agreement. MLSNI 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 MLSNI, as amended from time to time, and any operating policies relating to the BR Data and BRSs promulgated by MLSNI.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from a Shareholder Association or from MLSNI directly.

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 and Shareholder Associations, entered into the Compass System by Subscribers, the Shareholder Associations, and MLSNI. MLSNI owns the Subscriber Data.

MLSNI's OBLIGATIONS

4. During the term of this Agreement, MLSNI 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, MLSNI agrees to provide to Firm and its Consultants:
 - a. access to the BR Data via the Internet using File Transfer Protocol ("**FTP**"), under the same terms and conditions MLSNI offers to other Subscribers;
 - 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.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges MLSNI's 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 its consultant, Firm agrees to require such consultant to execute this Agreement.
10. If MLSNI notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that MLSNI may seek a cure from the Firm's Consultant, if any.
11. Firm shall notify MLSNI within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANTS' OBLIGATIONS

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

13. Consultant acknowledges MLSNI's ownership of the copyrights in the Subscriber Data and the BR Data.

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

15. Consultant shall notify MLSNI 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 MLSNI or designated "confidential" by MLSNI 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, electronic, written or any 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 MLSNI obtains from any third party that MLSNI treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLSNI.

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

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information is vested at all times in MLSNI.

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 MLSNI to do so. At no time and under no circumstances will the Receiving Party reverse engineer, de-compile, 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 MLSNI. If MLSNI 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 MLSNI's prior written consent. In the event MLSNI 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 MLSNI, the Receiving Party will return to MLSNI all Confidential Information and all other materials provided by MLSNI 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 back ups. Upon the request of MLSNI, an officer of the Receiving Party will certify in writing that all materials have been returned to MLSNI 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 "MLSNI Information and Signature Page" below. MLSNI 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. MLSNI's notice to Firm that this Agreement is terminated.
- b. Firm's notice to MLSNI that it no longer intends to display BR Data on its web site.
- c. Termination of Firm's privileges as a Subscriber either by MLSNI or the Shareholder Association from which Firm purchases Multiple Listing Services.

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. **MLSNI's Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that MLSNI 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 MLSNI for a breach. MLSNI 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 MLSNI.

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

28. **Limitation of Liability.** MLSNI's 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 MLSNI, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. MLSNI shall not be liable for any incidental or consequential damages under any circumstances, even if MLSNI has been advised of the possibility of such damages. MLSNI 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 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 the prior written consent of MLSNI.

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 Illinois.

MLSNI Information and Signature

Entered into on behalf of MLSNI by

Signature

Print Name

Effective Date

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

FTP URL: _____

FTP User ID: _____

FTP Password: _____

Consultants Identified: _____

Consultant(s) Name(s): _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____

Firm Information and Signature

Firm Name: _____ Firm MLS ID: _____

Broker/Office Manager Name: _____ Broker MLS ID: _____

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

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

Entered into on behalf of Firm by

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Consultant Information and Signature

NOTE TO FIRM: 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 MLSNI's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: _____

Consultant City, ST, ZIP: _____

Phone: _____ Fax: _____

Entered into on behalf of Consultant by

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NOTE TO CONSULTANT: Be sure to enter into this Access to Broker Reciprocity data feed agreement with MLSNI and every real estate broker to which you provide services. If you sign only one and that Firm's access to the BR Data is terminated, you will not be able to get the data for your other clients.