

# Broker Listing Transfer Policy

MRED has various different methods of facilitating the digital transfer of listing data, upon the written request of an MRED Participant and on their behalf, to the designated Vendor of their choosing.

## DEFINITIONS

For the purposes of this Broker Listing Transfer Policy, the following terms shall have the meanings set forth below.

- BL Transfer:** The transfer of an individual office's listing data (**BL**) from MRED to a Recipient via FTP Push.
- BL Data:** The set of data transferred during BL Transfer. Unless otherwise specified, this data will be Active Residential listing data. Commercial and/or Closed listing data can be transferred in this manner as well upon written request.
- Recipient:** The specifically named destination of a BL Transfer.
- BLDT Forms:** The MRED Broker Listing Data Transfer form and the Participant Data Access Agreement.
- RETS:** Real Estate Transaction Standard server used for the retrieval of MRED data, or subsets thereof, for the use of an MRED Participant, as designated on their Participant Data Access Agreement or Data License and Access Agreement for Vendors.
- RETS Credentials:** The username and password assigned by MRED for a specific party's access to RETS Data.
- RETS Data:** The set of data available for retrieval on the MRED's RETS server. Said data may be limited based upon selections indicated on Vendor RETS Order Form.
- RETS Forms:** This shall indicate either the Broker RETS Forms or the Vendor RETS Forms, whichever is applicable.
- Broker RETS Forms:** MRED Broker RETS Order Form, Participant Data Access Agreement and (if applicable) Additional Broker RETS Access Request
- Vendor:** A supplier of technical services/products to a Participant
- Vendor RETS Forms:** MRED Vendor RETS Order Form and Data License and Access Agreement for Vendors
- Participant:** This term shall have the meaning given to it in the MRED Rules & Regulations.

## **Broker Listing Data Transfer**

1. MRED will digitally transfer BL Data, via BL Transfer to the Recipient upon Participant submission of the BLDT Forms and the payment of fees as indicated on the MRED Broker Listing Data Transfer order form.
2. Upon request and when appropriate, MRED will include commercial and/or closed listing data in the BL Data. When requesting commercial or closed listing data, notation must be made upon the BLDT Forms. All fees double when requesting both active and closed listing data.
3. The Recipient agrees to utilize the BL Data, in the manner as understood between Participant and Recipient. Recipient agrees to destroy all BL Data in the event of termination of the BL Transfer or agreement between Participant and Recipient.
4. MRED is not responsible for Recipient's failure (if any) to provide the Participant with services as agreed upon between Participant and Recipient; MRED's sole responsibility is to provide the BL Transfer service.
5. MRED will, upon written notice from Participant, terminate BL Transfer to Recipient. Should the Participant choose to reinstate BL Transfer to Recipient, Participant will resubmit the BL Transfer Forms and payment of fees as indicated in said BLDT Forms.

## **RETS**

### ***RETS Data***

1. RETS Data shall include the digital data as identified by the available metadata, which will be determined by MRED, based upon what is appropriate for each individual vendor. MRED will notify all currently registered RETS users in the event of any technical modifications, changes or upgrades as necessary.

### ***Broker RETS***

1. Participant shall receive one (1) set of RETS Credentials upon submission of Broker RETS Forms and payment of fees.
2. Participant is responsible for registering all Vendors utilizing RETS on behalf of Participant.
3. Participant may request additional RETS Credentials for additional Vendors by submitting the Additional Broker RETS Access Request form and corresponding Participant Data Access Agreement.

4. Vendor is permitted to utilize RETS Data and provide products and/or services to/on behalf of the brokerage that has registered Vendor and provided Vendor with RETS Credentials. Vendor is strictly prohibited from utilizing RETS Credentials to provide products and/or services to any other entities, other than for whom the credentials are assigned.
5. Participant and/or Vendor is restricted from utilizing RETS Data in any manner inconsistent with MRED Policies. In the event of inappropriate usage of RETS Data, MRED reserves the right to temporarily deactivate RETS Credentials, suspend and/or terminate license as MRED sees fit to remedy said inappropriate use. MRED reserves the right to additionally pursue all available remedies as detailed in Broker RETS Forms.
6. When using RETS Data to provide IDX services, RETS Data will also be subject to usage according to MRED's IDX policy. When using RETS Data to provide VOW services, RETS Data will also be subject to usage according to MRED's VOW policy.
7. Upon email request from a Broker, accompanied by the Participant Data Access Agreement, a temporary Broker RETS access will be created by MRED for the specific purpose of testing and/or generating a quote for service by a Vendor. Limitations on said temporary Broker RETS access will include the following:
  - a. Only listing data belonging to said broker will be available for download with a Temporary RETS Access.
  - b. Temporary RETS Access will be valid for 2 weeks, after which they will expire.
  - c. Broker will be held responsible for any Vendor misuse of a Temporary RETS Access and the resultant data retrieved.

### ***Vendor RETS***

1. Vendors may receive RETS access credentials by purchasing a Vendor RETS license by completing the Vendor RETS Forms and submitting the appropriate payments.
2. Vendor is required to submit a client list on a monthly basis, which include the name, Agent ID, Office Name, Office ID and client URLs of all clients receiving services which stem from Vendor's use of RETS Data.
3. Vendor is permitted to utilize RETS Data and provide services to/on behalf of the brokerage(s) that has/have registered with Vendor and are included on Vendor's client list.
4. Participant and/or Vendor is restricted from utilizing RETS Data in any manner inconsistent with MRED Policies. In the event of inappropriate usage of RETS Data, MRED reserves the right to temporarily deactivate RETS Credentials, suspend and/or terminate license as MRED sees fit to remedy said inappropriate use. MRED reserves the right to additionally pursue all available remedies as detailed in Vendor RETS Forms.

5. When appropriate by Vendor License Type selection on Vendor RETS Forms, MRED will restrict access to RETS Data to active data only.
6. Vendor agrees to pay any additional fees incurred, in the event the number of clients indicated by Vendor RETS license type is exceeded.
7. When using RETS Data to provide IDX services, RETS Data will also be subject to usage according to MRED's IDX policy. When using RETS Data to provide VOW services, RETS Data will also be subject to usage according to MRED's VOW policy.