



IDX Rules and Regulations, Policy and Information Packet

Approved March 14, 2008

75 Atlantic Pl, South Portland, ME 04106
207-780-1366 Fax: 207-780-1367
dataintegrity@mreis.com



Addendum IV

MAINE IDX Rules and Regulations

The following terms and conditions apply to *Maine IDX*:

1. *Maine IDX* Violations: Failing to cure any violation of these terms and conditions within such five (5) days notice shall be deemed a **Major** violation pursuant to these *MREIS Rules and Regulations*.
2. *Maine IDX* Incorporation of *MREIS Rules and Regulations*: Unless expressly stated otherwise in this section, all other requirements in any the *MREIS Bylaws*, these *MREIS Rules and Regulations* and/or the *End User License Agreement* as adopted and as may be adopted from time-to-time, (collectively, the “*MREIS Rules*”) shall remain in full force and effect.
3. *Maine IDX* Opt-Out Procedures: *MREIS Participants* may choose not to participate in *Maine IDX* (“opt-out”). If a *MREIS Participant* chooses to opt-out, he, she or it must execute the applicable *Maine IDX* opt-out form. Any *MREIS Participant* that chooses to opt-out will not be entitled to or required to share its real estate *Listing* data, however, any *MREIS Participant* choosing to opt-out shall not be provided access to the *Maine IDX Database*.
 - 3(a) Even where *Participants* have given blanket authority for other *Participants* to display their listings on *Maine IDX Authorized Internet Web Site*, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. Rev 5.06
4. *Maine IDX* Display: *Maine IDX Subscribers* may display and republish all or a portion of the *Maine IDX Database* on the *Maine IDX Subscriber’s Authorized Internet Web Site* in accordance with the *MREIS Rules* and the following rules:

4(a) Maine IDX Data and Maine IDX Data Use.

4(a)(1) Any Internet republication of another *Maine IDX Subscriber’s Maine IDX Data* shall not contain any Confidential Information fields as described in Section 10.2 of these *MREIS Rules and Regulations*. *Listings* of sellers who have directed their *Listing Participant* to withhold their *Listing* from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via *Internet Web Sites*. Notwithstanding this prohibition, *Listing Participants* may display on their *IDX* sites or their other Web site(s) the *Listing* or property address of consenting sellers. Rev 8.06

4(a)(2) *Maine IDX Subscribers* may not modify or manipulate another *Maine IDX Subscriber’s Maine IDX Data*.

4(a)(3) *Maine IDX Data* may be integrated with other *MLS Data* from another incorporated *MLS* in order to allow a user to simultaneously search the *Maine IDX Data* and such *MLS* data via the *Maine IDX Subscriber’s Authorized Internet Web Site*. However, at no time



may *MREIS Listings* be co-mingled with *Exempted Listings*, *Open Listings* or *Listings* that are for sale by the seller of the property (“for sale by owner”), or any other properties that are not *Acceptable Listings*. *Listings* obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such *Listing* was obtained. Rev 5.06

4(a)(4) *Maine IDX* Subscribers’ use of the *Maine IDX Data* is strictly limited to displaying the *Maine IDX Data* on the *Maine IDX Subscriber’s Authorized Internet Web Site*. *Maine IDX Data* cannot be advertised or otherwise published or displayed in any manner, including but not limited to, on reader boards, newspapers, flyers or other publications in print or any type of electronic media other than on *Maine IDX Subscriber’s Authorized Internet Web Site*.

4(a)(5) *Maine IDX Subscribers* must completely update and refresh the *Maine IDX Data* on its Internet web site at least weekly. Failure to completely update and refresh the *Maine IDX Data* at least weekly will be grounds for *MREIS* terminating the *Maine IDX Subscriber’s Access to the Maine IDX Data*.

4(a)(6) *Maine IDX Subscribers’ Authorized Internet Web Site(s)* utilizing data feeds must be *Submitted* to *MREIS* staff for compliance review prior to making the *Authorized Internet Web Site* generally available to the public.


4(a)(7) All searches or queries of the *Maine IDX Database* must originate on a *Search Page* that is located on the *Maine IDX Subscriber’s Authorized Internet Web Site*. Other than the *Subscriber’s* own *Listings*, all *Maine IDX Data Listings* must be accessed via a *Search Page* that is located on the *Maine IDX Subscriber’s Authorized Internet Web Site*. Third parties may link to the *Maine IDX Subscriber’s Authorized Internet Web Site*; provided, however, that such link may not lead directly to any *Maine IDX Data Listings*.

4(a)(8) *Participants* may select the *Listings* they choose to display on their *Authorized Internet Web Site* based only on objective criteria including, but not limited to, factors such as geography or location “uptown”, “downtown”, etc., list price, type of property, (e.g., condominiums, cooperatives, single family detached, multi-family), or cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being offered by the listing firm. Selection of listings displayed on any *Authorized Internet Web Site* must be independently made by each Participant. Rev 2.07

4(b) Maine IDX Logo and Notice Displays.

4(b)(1) The *Maine IDX Logo* together with the following notice must appear on any *Search Page* and on all Search Results Pages of the *Maine IDX Subscriber’s Authorized Internet Web Site*:



“Listing data is derived in whole or in part from the Maine IDX & is for consumers' personal, non-commercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © (current year) Maine Real Estate Information System, Inc. All Rights Reserved. ”

4(b)(2) If a *Maine IDX Subscriber* does not make the entire *Maine IDX Database* accessible via the *Maine IDX Subscriber's Authorized Internet Web Site*, the following notice must appear on all *Listing Pages*:

“[Insert *Maine IDX Subscriber's Name*] participates in MREIS' Maine Internet Data Exchange (*Maine IDX*) program, allowing us to display other *Maine IDX Participant's Listings*. We have chosen, however, to limit the Listings shown on this page to only those Listings meeting the following criteria: [Insert applicable criteria and limits].”

4(c) Maine IDX Data Search and Display Protocol.

4(c)(1) The *Maine IDX Logo* shall appear at the bottom of all *Listing Pages*.

4(c)(2) The body of a *Summary Display* of another *Maine IDX Subscriber's Listing* may not include (i) any third party *Branding*; or (ii) contact information or other *Branding* of the *Maine IDX Subscriber* that owns the *Authorized Internet Web Site* or of any of such *Maine IDX Subscriber's* agents. A *Summary Display* may only include the following: text data about the *Listing* property, a photo of the *Listing* property and hyperlinks to *Detailed Display* web pages providing other information.

4(c)(3) The body of a *Detailed Display* of another *Maine IDX Subscriber's Listing* may not include (i) any third party *Branding*; or (ii) contact information or other *Branding* of the *Maine IDX Subscriber* that owns the *Authorized Internet Web Site* or of any of such *Maine IDX Subscriber's* agents.

4(c)(4) All *Detailed Displays* must identify the *Listing* firm name (as required by the Maine Real Estate license law) and the font and size of type used to identify such *Listing* firm may not be different or smaller than other data fields.

4(c)(5) *Co-Branding* with other *Maine IDX Subscribers* in a collaborative effort is prohibited. *Branding* by multiple offices acting under a single ownership entity will not be deemed *Co-Branding*. *Maine IDX Subscribers* may not *Co-Brand* with any party that provides real estate brokerage services or that otherwise is engaged in representing buyers and/or sellers of real estate. No third party *Branding* may be greater in size than that of the



Maine IDX Subscriber's own brand.

4(c)(6) When displaying *Property Listing*, a *Maine IDX Subscriber's* or *Agent's Authorized Internet Web Site* must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. Rev 5.06

4(d) Unauthorized Use and Access

4(d)(1) *Maine IDX Subscribers* may not use the *Maine IDX Data* on any Internet web site other than the *Maine IDX Subscriber's Authorized Internet Web Site*.

4(d)(2) *Scraping and Framing Maine IDX Data* from a *Maine IDX Subscriber's Authorized Internet Web Site* by a non-*Maine IDX Subscriber* is prohibited. *Maine IDX Subscriber's* must take reasonable steps to avoid third-party *Scraping of Framing* of the *Maine IDX Data* and/or *Maine IDX Database*, or any portion thereof. Reasonable steps include, without limitation, appropriately limiting the total number of *Listings* that a user may retrieve from a single search query, monitoring *Maine IDX Subscriber's Authorized Internet Web Site* for *Scraping* and/or *Framing* activities and prominently posting a notice that any use or duplication of the *Maine IDX Data*, other than by consumers looking to purchase real estate, is prohibited. If a *Maine IDX Subscriber* suspects *Scraping* or *Framing* of the *Maine IDX Database* has occurred, the suspicion and any related evidence of such activities must be reported to *MREIS* immediately.

4(e) Third Party Access and Security Protocol

4(e)(1) No portion of the *Maine IDX Database* shall be used or provided to a third party for any purpose other than those expressly provided for in Section 12.4.

4(e)(2) No *Maine IDX Subscriber* has the right to provide his, her or its *Maine IDX Password* or access code to any third party without *MREIS'* prior written authorization.

4(e)(3) Any *Maine IDX Subscriber* using a third party to develop/design its *Authorized Internet Web Site* (whether or not such party is paid for such services) must have such third party enter into a written *Vendor Agreement* with *MREIS* prior to *MREIS* authorizing the release of any *Password* or *Maine IDX Database* access code.

4(e)(4) Prior to Access, *Maine IDX Subscribers* must provide the name of all employees that



will be provided access to the *Maine IDX Data* for *MREIS*' approval. If such employee's employment is terminated for any reason, the *Maine IDX Subscriber* must notify *MREIS* (per Section 11.4) of such termination within five (5) *Business Days*. If the *Maine IDX Subscriber* desires to provide access to the *Maine IDX Data* to employees not listed on the required information page, it must provide the names of such employee to *MREIS*.

4(e)(5) Any URL that points/directs/redirects to a *Maine IDX Subscriber's Authorized Internet Web Site* must be reported to *MREIS*.

4(e)(6) Deleted 8.06

4(e)(7) *Maine IDX Subscribers* shall exercise reasonable commercial efforts to assure that all advertising is appropriate to maintaining professionalism of *Maine IDX* and that it not include obscenities, adult material, political statements, etc. or negatively reflect on the reputations of *MREIS*, *MAR* or *Realtors®*. In the event *MREIS* determines that a particular advertisement violates the forgoing standard *MREIS* may require the removal of such advertisement.

4(f) Agent Access and Use Protocol

4(f)(1) Agents may not download or have access to the *Maine IDX Database* or any subset thereof. Any violation by any *Maine IDX Subscriber's* agent shall be deemed a violation by that *Maine IDX Subscriber* (per Section 11.4).

4(f)(2) If a *Maine IDX Subscriber* chooses to allow its agent(s) to *Frame* or *Smart Frame* their *Maine IDX Data* obtained from a data download displayed on a *Maine IDX Subscriber's Authorized Internet Web Site*, the *Maine IDX Subscriber* must ensure that its agents' sites comply with this Addendum IV to the *MREIS Rules & Regulations* and will be responsible for supplying any information requested or required by *MREIS* regarding such agents and will be responsible for any violation by the agent. Agents may *Frame* or *Smart Frame* the *Maine IDX Data* only if: (a) the agent is an agent of a *Maine IDX Subscriber*; (b) the agent has a web site of its own and the *Maine IDX Subscriber* has provided the URL address(es) of such site to *MREIS*; (c) the applicable *Maine IDX Subscriber* agrees to allow the agent to *Frame* its *Authorized Internet Web Site*; and (d) the agent is allowed only to *Frame* or *Smart Frame* the *Maine IDX Data* and not to host the *Maine IDX Data* on the agent's *Web Site*.

4(f)(2)(a) Agents may also display *IDX* data using the *Smart* and *Easy* solution offered by *MREIS* specifically designed by *MREIS* for that end user including their preferences.



4(f)(2)(b) Agents may use the MLXchange Professional System agent web page solution for displaying IDX data on their website. They may either use the template website provided by Marketlinx or they may use the URL for the agent web page search from MLXchange Professional imbedded in their own web site. Any user of this method must insure that they complete all contact information on the setup page of the agent web pages to include all company, company address and company phone numbers in the template or in the event they are using their own website solution, all company and contact information is in compliance with Maine state real estate license law.

4(f)(3) Websites of agents authorized to *Frame Maine IDX Subscriber's Authorized Internet Web Site(s)* that utilize data download feeds must be *Submitted* to *MREIS* staff for compliance review prior to making the *Frame* generally available to the public.

4(f)(4) *Maine IDX Subscribers* may create additional web sites for *Co-Branding* purposes with their agents; provided, however, that *Maine IDX Subscribers* provide *MREIS* with the URL addresses of all such additional sites in advance. *Maine IDX Subscribers* shall have full responsibility to ensure that these additional *sites* comply with Addendum IV to the *MREIS Rules & Regulations*. Any *Co-Branded* site must retain the *Maine IDX Subscriber's Branding* at all times.

4(f)(5) *Maine IDX Subscribers* may not *Co-Brand* on any of its agent's web sites that are *Framing* or *Smart Framing* the *Maine IDX Subscriber's Authorized Internet Web Site*.

4(g) Breaches and Penalties

4(g)(1) *Maine IDX Subscribers* MUST make all changes to its *Authorized Internet Web Site* that *MREIS* deems necessary to cure a violation of this Addendum IV to the *MREIS Rules & Regulations* as soon as practical and in any event within five (5) business days of notice from the *MREIS* administrative office of such violation.

4(g)(2) A failure to cure any violation within such five (5) business day notice shall deemed a major violation pursuant to Section 7 of the *MREIS Rules*. Furthermore, a failure to cure any violation within such five (5) business day notice shall result in the termination of the *Maine IDX Subscriber's* access to the *Maine IDX* database and right to display the *Maine IDX* data. Once the *Maine IDX Subscriber* has fully complied with the *MREIS Rules*, as determined in *MREIS'* sole discretion, the *Maine IDX Subscriber* may be reinstated into the *Maine IDX* upon paying the appropriate *Maine IDX Reinstatement Fee*. The current fee to reinstate the first termination of access is \$250. This fee shall be doubled for each subsequent termination of access. For example, if a *Maine IDX Subscriber's* access is terminated three (3) times as provided herein, the *Reinstatement Fees* shall escalate as follows, \$250 to reinstate access after the first termination, \$500 to reinstate *Access* after the



second termination and \$1,000 to reinstate access after the third termination. All *Reinstatement Fees* shall be in addition to any other fines or penalties owed to *MREIS*.

4(h) Privacy Policy

4(h)(1) Any *Authorized Internet Web Site* that collects or requests information from a user must display the *Maine IDX Subscriber's* privacy policy informing users how the information they provide may be used.

4(i) Office Information: All websites utilizing Maine IDX data, regardless of the format being utilized, must display the name of the brokerage firm, address and phone number for consumer contact. **Failure to abide by this rule is a major violation of the Rules and Regulations of MREIS but also of Maine Real Estate License Law.**



IDX Policy

Options for IDX Data Display

MREIS offers three methods of displaying IDX data to its subscribers. The different solutions allow for diversification of websites and allow members to differentiate themselves from their competitors. The following methods may be used with the appropriate documentation and approval from MREIS and must at all times be in compliance with the MREIS Rules and Regulations:

1. A data feed of the authorized display fields directly to the Participant or their authorized Vendor (not permitted by end users (agents)). This method allows the participant to utilize the data and display the data in the manner in which they choose, subject to the Rules of IDX data display. Note: This is the only method available that allows Participants to customize their search options based on objective criteria. If you desire to not search the entire list of IDX listings, you will need to choose this option.
2. A link created from MREIS for the Participant and /or their authorized users to display IDX data utilizing the search and display pages created by MREIS with their Smart and Easy IDX solution. This method is cheaper and contains the disclosures compliance issues of IDX data display as part of the solution. This solution allows the Participant and end users to configure the data displayed in accordance with the Rules of MREIS by limiting data displayed based on objective criteria. Although you can't select objective search criteria under this option, you can set your search defaults in your IDX preferences on MaineListings.com under IDX Preferences.
3. Using the MREIS MLS System to generate a dynamic (real time) display of IDX data that uses linking to a public search generated by the MLS System for all IDX data. This is probably the most accurate display of data since it is a real time search by the consumer. This display has no ability to modify the data that is displayed. It represents all IDX data in the MREIS database. This method can be used in conjunction with a seven page template website generated by the MLS System for each end user.



Participants may use any of the above methods on their website subject to the Rules and policy compliance. End users (agents) can utilize options 2 and 3 without Participant authorization but Option 1 can only be utilized by submitting an authorization from their Participant, including their domain URL, to MREIS for approval. This method only allows for the framing of the Participants website IDX search within their domain and not the use of the raw data provided to the Participant. This method is probably less desirable since the solution will not be aesthetically pleasing to the users of the site. All methods of IDX data display require compliance with the Rules and policies of MREIS regarding IDX data.

Maine IDX Rules and Regulation Compliance

Maine IDX subscribers' sites must comply with MREIS IDX Rules and Regulations, in particular with the required notices on the sites as to source and identification of listings. MREIS IDX Rules and Regulations were established to help ensure fairness and consistency. Thus, it is extremely important that all IDX sites comply with MREIS IDX Rules and Regulations. Although Participant's technical consultants must also agree to comply with MREIS IDX Rules and Regulations, Participants have the responsibility to ensure their vendors and their sites are in compliance.

"Maine IDX Participant's Authorized Internet Web Site (s) utilizing a data feed must be submitted to MREIS staff for compliance review prior to making the Web Site generally available to the public. Failure to do so, will result in the termination of the Participant's and their Vendor's access to MREIS IDX data. The current fee to reinstate the first termination of access is \$250. This fee shall be doubled for each subsequent termination of access. For example, if a Maine IDX Participant's access is terminated three (3) times as provided herein, the reinstatement fees shall escalate as follows, \$250 to reinstate access after the first termination, \$500 to reinstate access after the second termination and \$1,000 to reinstate access after the third termination. All reinstatement fees shall be in addition to any other fines or penalties owed to MREIS.

Two areas of concern should be addressed when an IDX site is available to the Public:


- (1) If a Participant's web site frames or displays the IDX search page from a server hosting MAINE IDX data, that site must hide the link to the hosting



server. We have found in some instances that Internet search engines return the Uniform Resource Locator (URL) to the server hosting MAINE IDX data. That URL must be hidden to prevent an unauthorized party from having direct access to the server that is hosting MAINE IDX data. Simply put, the URL for Participant's web sites must not include the address to the Maine IDX data hosting server.

(2) The year in the copyright notice needs to always display the current year.

Certain disclosures are always required when hosting IDX data or data link. The following disclaimers are mandatory on all IDX sites on the Maine IDX search page, all results pages and detail pages:

"Listing data is derived in whole or in part from the Maine IDX & is for consumers' personal, non-commercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © (current year) Maine Real Estate Information System, Inc. All Rights Reserved. 

LIST FIRM NAME ON ALL LISTING DETAIL REPORTS

All detailed displays must identify the listing firm name (as required by the Maine Real Estate license law) and the font and size of type used to identify such listing firm may not be different or smaller than other data fields.

LESS THAN THE FULL DATABASE DISCLOSURE

If you do not use the entire MAINE IDX database then one of the following notices must appear on all listing pages.

"[Insert Maine IDX Participant's Name] participates in MREIS' Maine Internet Data Exchange (Maine IDX) program, allowing us to display other Maine IDX Participants listings. We have chosen, however, to limit the listings shown on this page to only those listings meeting the following criteria: [Insert applicable criteria and limits].

Examples of Required Disclaimers & Notices:


MREIS TEST OFFICE
75 Atlantic Place South Portland, ME 04106
(207) 780-1366
kduke@mreis.com

Search Maine Real Estate or view all available New Hampshire listings.

Location
Street Address:
ex: "100 Main" or "Main"

Town or Zip Code:
ex: "Augusta" or "Portland, South Portland" or "04103, 04106"

- OR -



All Counties

- Aroostook
- Bangor
- Baxter
- Berkeley
- Bristol
- Calais
- Calhoun
- Cambridge
- Carroll
- Cass
- Chatham
- Cumberland
- Dixville Notch
- Franklin
- Hancock
- Hallowell
- Kennebec
- Knox
- Lincoln
- Lenoir
- Oxford
- Penobscot
- Piscataquis
- Sagadahoc
- Somerset
- Washington
- York

To select multiple towns:
(PC) hold Ctrl key and click
(Mac) hold Cmd key and click

Property Type(s)

Single Family Multi Family

Land Condominium

Mobile Home Commercial

Additional

Price Range: No Min to No Max

Bedrooms: Any

Bathrooms: Any



Lot Size: Any Acre(s) ±

Waterfront Only

Water Body: ex: "Sebago"

MLS#:

The Maine IDX Logo and Notice must appear on any Search Page.

 Listing data is derived in whole or in part from the Maine IDX and is for consumers' personal, non-commercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © 2008 Maine Real Estate Information System, Inc. All Rights Reserved. 


[Back to Top](#)

Copyright © 2008 MREIS, Maine Real Estate Information System, Inc.

MREIS TEST OFFICE
75 Atlantic Place South Portland, ME 04106
(207) 780-1366
kduke@mreis.com

Property Results

Brunswick ME 04011 [Request More Info](#)



\$1,000,000.00

Single Family

6 Br 1 Ba #1,913 sqft.



#158.75 AC.

MLS#: 869625

\$1.75 acres zoned M5 mostly field. 140 acres across Interstate zoned residential. This portion has no access. 7 acres in Freeport zoned MD-A. There is a total of 198 3/4 acres. Over 1000' frontage on Route 1. Development potential. Bring an offer.

[More Photos](#) [View Details](#)

Listing courtesy of ERA Today Realty

 Listing data is derived in whole or in part from the Maine IDX and is for consumers' personal, non-commercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © 2008 Maine Real Estate Information System, Inc. All Rights Reserved. 

[Back to Top](#)

Copyright © 2008 MREIS, Maine Real Estate Information System, Inc.

The Maine IDX Logo and notice must appear on all Search Results Pages.

MREIS TEST OFFICE
71 Atlantic Plaza South Portland, ME 04106
(207) 760-1380
mls@mreis.com

Property Details - Single Family
Brunswick, ME 04811



\$3,000,000.00
MLS#: 855655
Status: Closed

51.73 acres zoned PUD mostly P&Z, 145 acres across liberatable parcel
woodlot. 1/400' garden has an access. 3 acres to Prospect Laurel PUD-1. There is
a lot of 100.04 acres. Over 1000' frontage on Route 1. Development potential.
Bring an offer.

Property Features

Building		Land	
Construction	Wood Frame	Lot Area(Sq Ft)	148,773
Year Built	1990	Zone	MU-27, R-1, RD
Roof	Cover	Submarket	Unknown
Exterior	Other Exterior	Planned Acres	Unknown
Basement	Basement	APN	00
Floors	Partially Carpeted, Vinyl, Wood	Site	Agriculture, Forest, Residential, Rolling/Twisting, Wooded
Heat System	Forced, Hot Air	Location	Open Mountain
Water Heat	Gas	Utility	Commercial, Mixed Use, Development Potential
Water	City	Roads	Public, Paved
Water Heater	Gas	Road Frontage	Major Road Access
Cooling	No Cooling	Transportation	
Central Air	No	Basement	Basement Existing On Site
Skylight	No	Fireplace	220 Volts, Circuit Breakers
Wood Stove	No	High Storage	No Vehicle Storage, Barn
Appointments	Compartments, Loggia, Microwave, Range Gas, Refrigerator	Electricity	Ground
Assessments	AIRC, Out Building	Electricity	1-10 Spaces
		Parking	

Information Provided By
Office: MREIS TEST OFFICE
Office Phone: (207) 760-1380
Office Email: mls@mreis.com
Office Fax: (207) 760-1380
Listing courtesy of ERA Talley Realty

 Listing data is derived in whole or in part from the Maine DMR and is for informational purposes only. It is not intended to be used for any legal or financial purposes. No representation is made by MREIS for any specific use of this information without the express written consent of the MREIS.

“Detail Display” means any Maine IDX Data Listing display containing more than two horizontal lines of text or displaying a photo of more than 150 pixels in height. Detailed Displays must identify the list office name (as required by the Maine Real Estate license law) and the font and size of type used to identify such list office information may not be different or smaller than other data fields.



VENDOR FAQs

1) What is the policy re having people sign a Vendor Agreement? "Each vendor, consultant, or technician company who receives your (or your Authorized User's) MREIS ID & Password to access a program hosting MREIS MLS data or to receive data in your behalf requires a separate Vendor Agreement. The names of each authorized employee must be provided."

2) Why does MREIS have such a strict policy? MREIS has a responsibility to safeguard the data provided by its Participants and their End Users and to ensure that only those individuals who are authorized will have access to that data. Abuse is hard to spot; it is even harder when we don't know where to begin to look. As long as access to MREIS data (that is data of other Participants) is not provided, you do not have to receive permission from MREIS for your vendors to work on you or your agent's computers.

3) Does this mean that I need a Vendor Agreement any time someone works on my or my agent's computers? No! MREIS does not care who you or your agents use to service you or their computers UNTIL those vendors are provided access to the MLS data provided by other Participants.

4) Why does the policy have to be so complicated? It is undeniably more complicated than in the past. However, there are more programs and opportunities for abuse. It's even more complicated because not all Participants and agents see the concern for safeguarding the data. In the present and future curtailing misuse of MLS data may very well be our number one job when you consider the risks to MREIS Participants!

5) What is the difference between a consultant, vendor or technician? None! MREIS considers them to be the same. For the sake of simplicity we call them vendors.

6) What is the difference between an assistant and a vendor? An assistant is an employee under the direct control of a Participant or a Participant's agent and the Participant's employee manual. A vendor is a 3rd party neither directly nor indirectly tied to MREIS until a Vendor Agreement is executed.

7) Why can't we just sign an End User Authorization form for our vendor? Vendors are not under the direct supervision of a Participant and they may also service other Participants and non-authorized parties.

8) Do each of my agents need a separate Vendor Agreement if they all use the same vendor? Perhaps not...read on. One tech for an office does not need the ID & Password of each user to check to see if each person's computer can connect to a MREIS software program. Whether it is MLXchange or MREIS.Net a single ID & Password with the same or higher access level will get the job done. Therefore a single Vendor Agreement for that higher access level is all that is needed. If the tech needs to do more personal business such as that done by an assistant



then a separate End-User Authorization form or Vendor Agreement whichever is more appropriate will have to be completed for each person. MREIS needs to know each ID and password that a vendor has.

9) Why doesn't MREIS just identify technicians who we can contact? What if the technician damages a user's computer, does not show up on time, charges too much money, and is not from a local area? MREIS Directors grappled with these questions and many more and decided that there are more technicians and variables than there are agents.



MAINE IDX MOST COMMONLY ASKED QUESTIONS

Rev 5/07

Q 1: What is the easiest, quickest thing I can do to display the listings.

A 1: Use options 2 or 3 under Options for IDX Data Display, which are the Smart and Easy or the MLS System IDX solution.

Q 2: Do I need a tech?

A 2: Probably! However it is less expensive if you take advantage of one of the free websites & framing. If you do decide to create an independent web site you will most certainly need a tech. If you already have a web site, your tech will probably need to do a small amount of work.

Q 3: Do I have to list each of my agents & employees?

A 3: Not unless they are framing your website or are acting as your tech.

Q 4: Do I just sign one page and send it by fax, mail?

A 4: No! You need to MAIL all 12 Maine IDX Letter Agreement pages if you are using Option 1 as your IDX solution!

Q 5: But I have 50 pages.

A 5: Select & print the 12 page Letter Agreement! Fax (207-7870-1367) or MAIL it to MREIS, 75 Atlantic Place South Portland, ME 04105.

Q 6: How do I get connected?

A 6: When MREIS processes your Letter Agreement we'll email specific instructions to you.

Q 7: What are the data feed options and their differences?

A. 7: a) Marketlinx's DataLink option has an 8-character limitation on multi-value items (Features). The result is truncation for ex. "Well Exist On Site" comes out WELLEXST." You can write a conversion table for your application but this can be costly.

b) MREIS has its own data feed option that has full text and needs no conversion table.

Q 8: Can I frame more than one server and get more than one data feed?

A 8: Yes! You can do all of them, although that may be a bit too much.

Q 9: What can agents do?

A 9: See MREIS Rules & Regulations Addendum IV, 4(f) Agent Access and Use Protocol (b)... "Agents may Frame or Smart Frame the Maine IDX Data only if: (a) the agent is an agent of a Maine IDX Subscriber; (b) the agent has a web site of its own and the Maine IDX



Subscriber has provided the URL address of such site to MREIS; (c) the applicable Maine IDX Subscriber agrees to allow the agent to Frame its Authorized Internet Web Site and (d) the agent is allowed only to Frame or Smart Frame the Maine IDX Data and not to host the Maine IDX Data on the agent's Web Site." Or they may use Option 2 or 3 as an IDX solution without further consent.

MREIS GLOSSARY OF TERMS (Revised: 12/2006)

As used in the *MREIS Rules & Regulations, Bylaws* and other *MREIS* documents and agreements the following italicized terms shall have the definitions provided for below:

"Acceptable Listings" means any *Listing* that is accepted by the *MREIS MLS* pursuant to the *MREIS Rules & Regulations*.

"Access" means any and all *Access* rights to the *MREIS MLS* granted pursuant to a *EULA* or *Vendor Agreement*.

"Authorized Billing Representative" means a *Person* that the Authorized Representative has designated to have access to the *Participant's MREIS* financial records and to be authorized to make payments on behalf of the *Participant* and respond to all *MREIS* financial matters on behalf of the *Participant*.

"Authorized Internet Web Site" means *Maine IDX Subscriber's* web site found at the URL address that shall be provided to *MREIS* by the *Maine IDX Subscriber*.

"Authorized Representative" means the individual *Person* appointed by *Participant* to represent *Participant* on all *MREIS* matters.

"Authorized User(s)" means any *Person* who is authorized in writing by *Participant* to use the *MREIS MLS* and/or to otherwise purchase or utilize services provided by *MREIS* (including, without limitation, any affiliated agent, staff member or third party *Vendor*).

"Brand" and *"Branding"* means any trademarks, logos or similar brands referring to a *Maine IDX Subscriber* or any third party.

"Business Days" means every calendar day except all Saturdays and Sundays and the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the immediately following Friday, Christmas Eve, and Christmas Day.



“*Bylaws*” means the most current version of the *Bylaws* of *MREIS*, as such may be amended from time to time hereafter, the most current version of the *Bylaws* being available at the *MREIS Web Site*.

“*Co-Brand*” and “*Co-Branding*” means using any two *Brands* of two or more parties for the purpose of providing users notice that the applicable *Maine IDX Subscriber’s Authorized Internet Web Site* is a product of the efforts and resources of such *Co-Branding* parties.

“*Confidential Maine IDX Data*” means that portion of a *Maine IDX Subscriber’s Maine IDX Data* that is not to be displayed by other *Maine IDX Subscriber’s*, as determined by *MREIS Rules and Regulations*.

“*Detail Display*” means any *Maine IDX Data Listing* display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels in height.

“*Duplicate Entry Listing*” means a *Listing* that is *Submitted* into more than one listing category

“*Ecommerce*” means the National Association of REALTORS® electronic billing program used by *MREIS*, as described on the *MREIS Web Site* under *Ecommerce FAQs*.

“*Effective Date*” means the date upon which *End User* completes the *MREIS* registration and login process and accepts the *EULA*.

“*Electronic Data Entry Screen*” means the data entry systems utilized by *End Users* to *Submit Listing* information to the *MREIS MLS* (currently as part of the *MLXchange System*).

“*End User*” means each *Person* (including, without limitation, each *Participant* and its *Authorized Users*) that has been approved by *MREIS* to *Access* and use the *MREIS MLS Compilation* in hard copy form, and/or, has been approved by *MREIS* to *Access* and use the *MREIS MLS Compilation* via the *MREIS MLS* and that has been provided with a *UserID* and *Password*.

“*End User License Agreement*” and/or “*EULA*” means the *End User License Agreement* that governs *End Users’ Access* to and use of the *MREIS MLS*, such agreement being presented to and accepted by *End Users* as part of the registration and login process (currently at www.maine listings.com). As used in the *End User License Agreement*, the phrase “*EULA*” means, collectively, the terms and conditions of the *End User License Agreement* and the terms and conditions set forth in the most current version of the *MREIS Rules & Regulations* and *Bylaws*.


“*Exclusive Agency Listing*” means a contractual agreement under which the *Listing Participant* acts as the agent or as the legally recognized non-agency representative of the seller(s) and the



seller(s) agrees to pay a commission to the *Listing Participant* if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the *Listing* broker. Rev 12/06 (M)

“*Exclusive Right To Sell Listing*” means a contractual agreement under which the *Listing Participant* acts as the agent or as the legally recognized non-agency representative of the seller(s) and the seller(s) agrees to pay a commission to the *Listing Participant*, regardless of whether the property is sold through the efforts of the *Listing Participant*, the seller(s), or anyone else; except that the seller(s) may name one or more individuals or entities as exemptions in the *Listing* agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the *Listing Participant*. Rev 12/06

“*Exempted Listings*” means those *Listings* described in Section 1.2(b) of the *MREIS_Rules & Regulations*.

“*Fair Housing Logo*” means the following logo: 

“*First Search Results Page*” means the first web page displayed after a query of the *Maine IDX Database* via a *Search Page*.

“*Frame*” or “*Framing*” means the use of multiple independently controlled sections of a web site such that a web site can define the borders of a particular presentation while the remainder of the presentation is from another web site.

“*Fees and Charges*” means, collectively, the *Site License Fee(s)* and any and all other fees, charges, *Reinstatement Fees*, penalty payments and other costs and payments that are to be paid to *MREIS* by *Participant* or, if applicable, *Authorized Representative* or *End User* as set forth in the most current version of the *MREIS Rules & Regulations*, *Bylaws* and/or the *EULA*.

“*IDX*”, “*Maine IDX*” and “*Maine Internet Data Exchange*” all mean the process and systems provided and supported by *MREIS* (as is further described in Addendum IV to the *MREIS Rules & Regulations*) that allows *Maine IDX Subscribers* (as defined in Addendum IV to the *MREIS Rules & Regulations*) to display, via the Internet, *Maine IDX Data* (as defined in Addendum IV to the *MREIS Rules & Regulations*) provided by other *Maine IDX Subscribers*.

“*IDX Smart & Easy*” means the web site and related *IDX* computer systems that have been and continue to be developed and updated by *MREIS*, such systems being in compliance with the applicable *MREIS Rules & Regulations* and being made available to *Maine IDX Subscribers* for customizing and framing within their own *Authorized Internet Web Site* (as defined in Addendum IV to the *MREIS Rules & Regulations*).



“*Kickout Clause*” means a negotiated provision inserted into a purchase and sale agreement that allows the seller to force the buyer to either delete a specified contingency in the agreement or consent to the termination of the agreement so that the seller can accept another offer. The clause is typically triggered by the seller notifying the buyer that they have received another acceptable offer. The buyer then has a specified time period to give up the contingency targeted by the *Kickout Clause* or the agreement will be terminated.

“*Licensee*” means an individual who holds an active real estate license obtained through the Maine Real Estate Commission.

“*Listing(s)*” means the real estate or personal property and related *Property Listing Data Submitted* to the *MREIS MLS* by an *End User*.

“*Listing Pages*” means any page on the *Maine IDX Subscriber’s Authorized Internet Web Site* that presents *Maine IDX Data Listings*.

“*Listing Participant*” means the *Participant* that has *Submitted* the *Listing* in question.

“*MAR*” means the Maine Association of REALTORS®.

“*Maine IDX*” means the optional program that affords *MREIS Participants* the option of authorizing display of their active listings on other *Maine IDX Subscriber’s Authorized Internet Web Sites*.

“*Maine IDX Data*” means the *Property Listing Data* related to a *Maine IDX Subscriber’s Exclusive Right To Sell* real estate *Listings* other than Confidential *Maine IDX Data* (as is further described in Addendum IV to the *MREIS Rules & Regulations*).

“*Maine IDX Database*” means the aggregate compilation of all current *Maine IDX Data* or any subset thereof.

“*Maine IDX Data Listing*” means the real estate *listing* information that is made available via the *Maine Internet Data Exchange*.

“*Maine IDX Logo*” means the following logo displayed at a size of at least 90 pixels by 45 pixels:



“*Maine IDX Subscriber*” means a *MREIS Participant* engaged in real estate brokerage by maintaining an office or Internet presence from which the *MREIS Participant* and/or its agents are available to represent real estate buyers and/or seller and that does not opt-out of the *Maine IDX* (as is further described in Addendum IV to the *MREIS Rules & Regulations*).



“*Maine IDX Summary Logo*” means the *Maine IDX Logo* displayed at a size of at least 60 pixels by 30 pixels.

“*MLS*” means a real estate multiple listing service.

“*MLS Data*” means the *Property Listing Data* provided by a *MLS*.

“*MLS Software System*” means the Internet-enabled *MLS* computer system developed by or being licensed to *MREIS* by a third party technology provider.

“*MREIS*” means Maine Real Estate Information System, Inc.

“*MREIS Bylaws*” means the then-current bylaws of *MREIS* (the current version available at the *MREIS Web Site*).

“*MREIS Fees and Costs Schedule*” means the schedule of *MREIS* fees and costs that are made available as part of the *EULA* and/or as Addendum VIII of the *MREIS Rules and Regulations*.

“*MREIS Net*” means a separate Internet-enabled *MLS* computer system that will allow users with valid *UserIDs* and *Passwords* to retrieve *Listing* information and agent contact information in the event that the primary *MREIS MLS* system is unavailable.

“*MREIS PDQ*” means the *MLS* service that allows users with valid *UserIDs* and *Passwords* to retrieve *Listing* information and agent contact information via a PDA (personal digital assistant).

“*MREIS Rules & Regulations*” means the then-current version of the *MREIS Rules & Regulations* as such may be amended from time to time hereafter by *MREIS*, the most current version being available at the *MREIS Web Site*.

“*MREIS MLS*” means, collectively, the *MREIS MLS Compilation*, *IDX*, *IDX Smart & Easy*, *MLS-LT*, *MLXchange System*, *MREIS Net*, *MREIS PDQ* and all other computer system software, hardware and data comprising the real estate multiple listing service databases and data feeds owned and/or operated by *MREIS*, specifically including, but not limited to, all computer hardware and software associated or used therewith, and *Property Listing Data Submitted* to and accessible via the *MREIS MLS*.

“*MREIS MLS Compilation*” means any and all compilations and formats in which the *MREIS MLS* compiles and presents the *Property Listing Data*, photographs, maps, virtual tours and other information *Submitted* to and accessible via the *MREIS MLS*, including, but not limited to, any bound book, loose leaf, computer databases, card or other format.



“*MREIS Vendor Fee Schedule*” means the then-current version of the *MREIS Vendor Fee Schedule* as such may be amended from time to time hereafter by *MREIS*, the most current version being available at the *MREIS Web Site*.

“*MREIS Web Site*” means *MREIS*’ Internet web site (currently located at www.mainelistings.com).

“*Net Listing*” means a *Listing* in which the *Participant* or, if applicable, *End User* receives, as commission, all excess money over and above the minimum sale price set by the seller.

“*Non-Submission Form*” means the then-current *Non-Submission Form* available at the *MREIS Web Site* (currently www.mreis.com).

“*Open Listing*” means a contractual agreement under which the *Listing Participant* acts as the agent or as the legally recognized non-agency representative of the seller(s) and the seller(s) agrees to pay a commission to the *Listing Participant* only if the property is sold through the efforts of the *Listing Participant*. Rev 12/06

“*Participant*” means a *Person* who *MREIS* has approved to participate in the *MREIS MLS* pursuant to the *MREIS Bylaws*.

“*Password*” means the unique *Password* provided to each *End User* that *MREIS* approves to *Access* and use the *MREIS MLS* (as such *Password* may be changed by *End User* from time to time), such *Password* being coupled with a unique *UserID* so as to identify the particular *End User* accessing and using the *MREIS MLS* and so as to prevent the unauthorized use of the *MREIS MLS*.

“*Person*” means any individual, sole proprietorship, partnership, corporation, Limited Liability Company, limited partnership, joint venture or any other legal entity.

“*Primary Photo*” means the image for any *Listing* that is placed by the *Listing Participant* in the first photo position.

“*Property Listing Content*” means the real estate *Listing* content including but not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property and any other data, information and/or materials *Submitted* to the *MREIS MLS* by an *End User*. Rev 12/06

“*Quarterly Fee*” means collectively, any and all recurring fees, charges and other costs and payments that are to be paid to *MREIS* by *Vendor* as set forth in the most current version of the *MREIS Vendor Fee Schedule*.



“*Reinstatement Fee*” means any fee that must be paid following termination or suspension of *Access* to the *MREIS MLS* due to a violation prior to *Access* being reinstated.

“*Required Listings*” means those *Listings* that must be *Submitted* to the *MREIS MLS* pursuant to the *MREIS Rules & Regulations*.

“*Scraping*” means the process by which a third party can *Access* and duplicate substantial portions of the *Maine IDX Database* for use and presentation at another Internet web site.

“*Search Page*” means any web page on the *Maine IDX Subscriber’s Authorized Internet Web Site* that enables a user to query the *Maine IDX Database*.

“*Service Center*” means a *MREIS* licensed entity which may provide *MREIS* authorized information and services for a fee to qualified *MREIS Participant* and *Authorized Users* such as data input, photo input, custom searches, MLS books and comparable book publishing.

“*Setup Fee*” means collectively, any and all initial fees, charges and other costs and payments that are to be paid to *MREIS* by a *Vendor* as set forth in the most current version of the *MREIS Vendor Fee Schedule*.

“*Site(s)*” means each of *Participant’s* separate business locations where the *MREIS MLS* is utilized and that meets one of the following criteria: (1) the location is an office or a branch office that is, or should be, licensed by the Maine Real Estate Commission; or (2) the location is being advertised or otherwise held out to the public as being one of *Participant’s* places of business. For further information regarding whether a *Participant* has one or more *Site(s)*, please see Addendum IV of the *MREIS Rules and Regulations*.

“*Site License Fee(s)*” means the fee charged to *Participant* or, if applicable, *End User* pursuant to the *EULA* and the *MREIS Rules & Regulations* as consideration for *Participant’s* and *End User’s* (and/or their *Authorized Users*’) *Access* to and use of the *MREIS MLS*

“*Smart Framing*” means the process by which a *Framing* web site automatically updates its *Frame*, border and/or content based on the content of the third party site being framed.

“*Summary Display*” means any *Maine IDX Data Listing* display containing two horizontal lines or less of text display and displaying a photo of less than 150 pixels in height

“*Submit*”, “*Submitted*” or “*Submitting*” means the act of electronically *Submitting* Property Listing Data to the *MREIS MLS* utilizing the *Electronic Data Entry Screen*.



“*Unacceptable Listings*” means those *Listings* described in Section 1.2(c) of the *MREIS Rules & Regulations*.

“*UserID*” means the unique user identification that is provided to each *End User* that *MREIS* approves to *Access* and use the *MREIS MLS*, such *UserID* being coupled with a unique *Password* so as to identify the particular *End User* accessing and using the *MREIS MLS* and establish such *End User’s* authorized *Access Level*.

“*Vendor*” means any third party that wishes to *Access* the *MREIS MLS* for purposes of selling its own products and services to *End Users*.

“*Vendor Agreement*” means the written or electronic agreement to be executed and/or otherwise accepted by any third party *Vendor* that wishes to *Access* the *MREIS MLS* for purposes of selling its own products and services to *End Users*.

“*VOW*” and “*Virtual Office Website*” means a website through which consumers receive real estate brokerage services, including the opportunity to search for *Listing* data subject to a *Participant’s* oversight, supervision and responsibility, all as is further described in Addendum V to the *MREIS Rules & Regulations*.