



## **ADDENDUM TO LISTING AGREEMENT AUTHORIZING INTERNET DISTRIBUTION OF SELLER LISTING CONTENT**

### **Implementation Guide**

Rev. 10.29.2013

#### **PURPOSE:**

The purpose of the **ADDENDUM TO LISTING AGREEMENT AUTHORIZING INTERNET DISTRIBUTION OF SELLER LISTING CONTENT** is for the Seller to grant the Broker the rights necessary for the Broker to use the Listing Content, which includes but is not limited to the following: photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and any other copyrightable elements relating to the Property ("Listing Content").

In addition, with this Addendum, the Seller authorizes the Broker: (1) to permit the Multiple Listing Service (MLS) to make the Seller's Listing Content available to other Brokers via Internet Data Exchange (IDX), and (2) to grant the broad scope of licensing required by online real estate listing information publishers ("**Publishers**").

Without such authorization, the Broker's use of Listing Content, or the Broker's granting of a license to Publishers to use Listing Content, over which the seller exercises ownership or control may constitute infringement or otherwise give rise to a legal claim. Moreover, without this authorization, the Broker's granting of rights to Publishers and IDX websites is subject to invalidation, leaving the Broker exposed to liability.

#### **INSTRUCTIONS:**

This Addendum should be attached to, or its language incorporated into, the Listing Agreement signed by the Seller. If attached, the Listing Agreement should reference the attachment and include the following sentence: "*The attached Addendum to Listing Agreement Authorizing Internet Distribution of Seller Listing Content is incorporated by reference.*" If the Listing Agreement does not define the listing broker as "Broker" and the property owner/seller as the "Seller," the references in the language to Broker and Seller should be modified in this Addendum accordingly.

#### **LEGAL NOTICE:**

**THIS ADDENDUM IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY. LEGAL ADVICE OF ANY NATURE SHOULD BE SOUGHT FROM COMPETENT LEGAL COUNSEL IN THE RELEVANT JURISDICTION. THIS ADDENDUM SHOULD BE MODIFIED TO MEET THE SPECIFIC LEGAL NEEDS OF ITS USERS.**

**THIS ADDENDUM HAS BEEN PREPARED BY THE NATIONAL ASSOCIATION OF REAL ESTATE PROFESSIONALS AND IS PROMULGATED FOR USE BY ITS MEMBERS. IT IS AVAILABLE FOR DOWNLOAD AT [WWW.NAREP.NET](http://WWW.NAREP.NET).**

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Property Address

**Seller Instructs Broker to Disseminate Seller Listing Content:** Seller instructs Broker to disseminate Seller Listing Content to Multiple Listing Service(s) and to others including online real estate listing information publishers (“**Publishers**”). Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker’s agent (the “**Seller Listing Content**”), or otherwise obtained or produced by Broker or Broker’s agent in connection with this Agreement (the “**Broker Listing Content**”), and any changes to the Seller Listing Content or the Broker Listing Content may be filed with one or more Multiple Listing Services, included in compilations of listings and otherwise distributed, publicly displayed, and reproduced.

**Publishers Require Broad and Perpetual License to Use Seller Listing Content:** Seller understands that Broker’s submitting Seller’s Listing Content to Publishers’ websites requires Broker to grant the recipient Publishers an non-exclusive, irrevocable, perpetual, worldwide license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, and translate the submission in connection with Publishers’ current and future services or in any other media, and to sublicense these rights to the maximum extent permitted by applicable law.

**Seller Grants Broker a License for Seller Listing Content:** Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, perpetual royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. Seller represents and warrants to Broker that the Seller Listing Content and the license granted to Broker for the Seller Listing Content do not violate or infringe upon the rights, including any intellectual property rights, held by any person or entity. Seller acknowledges and agrees that, as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title, or interest in or to any Broker Listing Content.

**Seller Holds Broker Harmless From Publishers’ Actions.** Seller for itself, its heirs, legal representatives, successors, employees, agents, attorneys, and assigns, holds harmless Broker, Broker’s predecessors, parent companies, subsidiaries, and affiliates, along with all employees, agents, successors, attorneys, assignees, shareholders, officers, directors, and representatives of all such persons or entities, from any and all claims, demands, debts, causes of action, damages, and liabilities resulting from Publishers’ potential actions or inactions, as listed below, and any other actions or inactions as Publishers may from time to time practice or engage. Seller understands and agrees that by authorizing Broker to send Seller Listing Content to Publishers, some or all the following actions by Publishers may occur:

1. **Monitoring and Management of Seller Listing Content**—Publishers may transmit Seller Listing Content to other Publishers without Broker’s knowledge, preventing Broker from monitoring or managing Seller Listing Content. Seller Listing Content may become inaccurate and remain on some Publisher websites after Seller’s home has been sold or is otherwise no longer for sale.
2. **Non-Listing Agent May Receive Prospective Buyer Inquiries**—Publishers sell ads and designations to agents that can cause prospective buyers’ inquiries for information about Seller’s home to be diverted from the Listing Agent to agents who are unfamiliar with Seller’s home.
3. **Biased or Manipulated Search Results**—Prospective buyers’ search results may be based upon compensation to Publisher in lieu of the prospective buyer’s search criteria, resulting in Seller Listing Content being unavailable to buyers on a fair and equitable, or otherwise unbiased, basis.

4. **Inaccurate Data**—Publishers may not update Seller Listing Content on a timely basis, causing the price, status, and other information to be inaccurate, which may cause buyers to be misled, misinformed, or confused.
5. **Inaccurate Value Estimates**—Publishers may display an inaccurate estimated value next to Seller Listing Content that could cause prospective buyers to make low or unrealistic offers on Seller’s property.
6. **Manipulation of Data**—Publishers’ respective websites’ terms of use authorize them to manipulate and omit data from Seller Listing Content to produce a result that may mislead, misinform, or confuse Prospective Buyers.
7. **Comingling of Data**—Seller Listing Content may be comingled with “For Sale by Owner” homes, foreclosed homes, pre-foreclosure homes, and homes that have been sold, expired, or are otherwise off-the-market and not for sale.
8. **Lack of Security**—Publishers may not possess reasonable mechanisms aimed at preventing screen scraping for unauthorized use of Seller Listing Content by unknown entities.
9. **Sale of Misleading Designations**—Publishers may sell decorative titles such as “Premier Agent” and “Pro Agent” to anyone without regard to their qualifications. These individuals’ names and contact information will be prominently displayed next to Seller Listing Content.
10. **Others Will Own Your Home’s Listing Information Forever**—Publishers will own your home’s listing data in perpetuity, and they will have the right to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, and translate in connection with their current and future services or in any other media, and they will be allowed to sublicense these rights to anyone at any time.

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 Brokerage Firm’s Name

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 Broker Associate’s Signature                      Date

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 Seller’s Signature                                      Date

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 Broker Associate’s Printed Name                      Date

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 Seller’s Printed Name                                      Date