

**Brokerage Back Office (BBO) Feed Broker  
Agreement Form**

**BBO Broker Agreement**

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The MLS of The Roanoke Valley ("MLS") | 4358 Starkey Road, Roanoke, VA 24018 | Fax: (540) 772-8058 | contactus@rvar.com

*The form is to be kept on file by the broker and the MLS. Send the completed form to the above location.*

The purpose of this form is to provide:

1. Identification of the Subcontractor who will be providing services to the Broker to use this data
2. Authorization by the Broker for the MLS to create a BBO Data Feed.

This form must be accompanied by the associated BBO Feed Subcontractor Agreement Form. BBO Data is available to subcontractors who develop using the RETS standard.

**Broker Details**

Firm Name: \_\_\_\_\_

Designated Broker: \_\_\_\_\_

Firm Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Firm Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Subcontractor Details**

Subcontractor Firm Name: \_\_\_\_\_

Primary POC: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

**"BBO Data"** means all real property listings and roster information in the MLS database, including all listings of all MLS Brokers, but excludes (1) MLS only fields (those fields only visible to MLS staff and the Listing Broker) and (2) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

**Permitted use(s) of BBO Data** include only the following:

- Brokerage management systems that only expose BBO Data to the Broker and Agents licensed with the Broker.
- Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to the Broker, Agents licensed with the Broker, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only expose the BBO Data to the Broker and Agents licensed with the Broker.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution. Any public representation based in whole or in part on information supplied by the MLS must clearly disclose the source of the information and the period of time over which such claims are based.

This Agreement expressly prohibits use of licensed BBO Data for any purpose other than the permitted use(s) as indicated above.

**Rights:** All copyrights and intellectual property rights are the exclusive property of the MLS and are being provided with a limited license to access and use the BBO Data.

**Improper Use:** Improper use and/or display of the BBO Data, beyond the scope authorized in the Agreement, shall result in a violation charged to the Broker. The Broker must correct (or have the Subcontractor correct) the improper use and/or display or instruct the MLS to disable the BBO Data feed within five (5) business days of notice. Failure to do so would incur a \$1,000 fine. The procedures for appealing the violation and/or paying the fine are defined in the MLS Rules, Appendix H XI (B).

**Termination:** The MLS reserves the right to terminate the BBO Data feed effective immediately, with written notice to all parties, upon the occurrence of any of the following:

- Subcontractor giving written notice of termination to the MLS
- Broker giving written notice of termination to the MLS
- Broker ceasing to remain a Broker member of the MLS

\_\_\_\_\_  
BBO Broker Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE

Revision 3/2022