

# LOWER YAKIMA VALLEY MULTIPLE LISTING SERVICE

## Agent SuperKey / KeyBox Agreement

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN THE LOWER YAKIMA VALLEY MULTIPLE LISTING SERVICE (“**MLS**”) AND MLS PARTICIPANT OR SUBSCRIBER \_\_\_\_\_ (“**KEYHOLDER**”) regarding the purchase and use by the Keyholder of an entry SuperKey (“**KEY**”) and the use by the Keyholder of an electronic KeyBox system operated by the MLS under license from Supra Products, Inc.

### WHEREAS:

- A. The MLS has contracted with Supra Products, Inc. to obtain the “Advantage Express Key Control System” (“**SYSTEM**”)
- B. The MLS is making the System available to its MLS Participants and Subscribers.
- C. The Keyholder has leased from the MLS a Key with Personal Identification Number (“**PIN**”).
- D. The MLS wishes to make its Keyholders ultimately responsible for the lease and safekeeping of the Keys and KeyBoxes.
- E. The Keyholder wishes to use the System.

### WITNESSETH:

The MLS hereby licenses the Keyholder to use the System on the following terms and conditions:

1. **KEY PURCHASE:** In consideration of the Keyholder’s payment of the applicable fees, the MLS does hereby grant to the Keyholder the Key # \_\_\_\_\_ and its PIN to Keyholder to be held and used by Keyholder pursuant to this Agreement.
2. **CURRENT UPDATE CODE:** Keyholder acknowledges that the Key has an update code and that this code expires every one (1) days, prohibiting further use of the Key until a new current update code is obtained from Supra (on the cradle) or the MLS, and entered by the Keyholder into the Key. Update codes will only be issued by Supra or the MLS to Keyholders in good standing with the MLS and with the Lower Yakima Valley Association of REALTORS®.
3. **SECURITY OF KEY:** The Keyholder acknowledges that it is necessary to maintain security of the Key to prevent its use by unauthorized persons. Consequently, the Keyholder agrees:
  - (a) to keep the Key in the Keyholder’s possession or in a safe place at all times;
  - (b) to NOT allow his/her PIN to be attached to the Key;
  - (c) to NOT loan the Key to any person whether or not a real estate licensee, for any personal purpose whatsoever, or to permit the Key to be used for any purpose by any other person;
  - (d) to NOT duplicate the Key or allow any other person to do so;
  - (e) to NOT assign, transfer, or pledge this Agreement or the Key to anyone outside the Lower Yakima Valley MLS. Any assignment or transfer will be made with proper notification to MLS;
  - (f) to IMMEDIATELY (within 48 hours) notify the MLS in writing of the loss or theft of the Key and the circumstances surrounding such loss or theft;
  - (g) to follow all additional security procedures as specified by the MLS;
  - (h) to not damage or deface the Key; and
  - (i) to IMMEDIATELY (within 48 hours) notify the MLS of any change in Keyholder status in company/office affiliation or termination. Keyholder will execute a new Agreement signed by the new current Broker within 48 hours of notification to the MLS of any change in company/office affiliation. Upon termination of MLS membership for any reason, Keyholder will IMMEDIATELY (within 48 hours) turn over possession of his/her assigned Key to the MLS office or to the Broker. The Broker of record shall assist the MLS office in the collection of any system components as necessary.
4. **STATUS:** The Keyholder must be a valid MLS Participant or Subscriber in good standing of the MLS and an Association of REALTORS® in order to use the system.
5. **AUTHORIZATION:** The Keyholder will secure written authorization from the owner of any property listed for sale/lease for the installation and use of a KeyBox on such property. Extreme care should be taken by the Keyholder to ensure that all doors to the listed property and the KeyBox are locked. The Keyholder agrees to disclose to the property owner that the KeyBox is not designed or intended as a security device.
6. **LOST KEY:**
  - (a) Lost or stolen Keys MUST be reported IMMEDIATELY (within 48 hours) to the MLS.
  - (b) If the Key is lost or stolen, the Keyholder agrees that the Key will IMMEDIATELY be deactivated by the MLS.
  - (c) A signed lost or stolen Key affidavit must be completed by the Keyholder and filed with the MLS prior to and as a condition of the issuance of a replacement Key. Keyholder shall buy replacement Keys at the then current list price. The Keyholder shall abide by any penalties approved by the MLS from time to time for the loss of the Key.

7. **DEFAULT:** If the Keyholder fails to observe, keep, or perform any obligation or provision of this Agreement, the MLS, in addition to any specific rights set out herein, shall have the further right to exercise any and all of the following:
  - (a) to deactivate the Key;
  - (b) to terminate this Agreement;
  - (c) to take legal action against the Keyholder to recover all damages incurred by the MLS resulting from such default and/or improper use of the Key; and
  - (d) to pursue any other remedy at law or in equity.
8. **INDEMNITY:** The Keyholder covenants and agrees to indemnify, defend and hold MLS harmless from any and all liability, obligations, or demands against the MLS arising out of the loss or improper use by the Keyholder of the Key, KeyBox, or System, including but not limited to any and all liabilities including Attorneys fees incurred by the MLS as a result of damage or injury to premises or persons arising out of the use by the Keyholder or by any other person of the Key, KeyBox, or System. The Keyholder specifically waives, releases and holds harmless the MLS from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the System.
9. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of the Lower Yakima Valley Multiple Listing Service or other policies (of the Lower Yakima Valley Association of REALTORS®, the Washington Association of REALTORS®, or the NATIONAL ASSOCIATION OF REALTORS®) pertaining to KeyBoxes, Keys, and the System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. The Keyholder covenants and agrees to comply with the provisions contained herein as well as any and all rules and regulations promulgated by the MLS and contained within the MLS Rules and Regulations or other regulations (as they relate to KeyBoxes, Keys, and the System). The Keyholder agrees that violation of this Agreement shall constitute a violation of the MLS Rules and Regulations.
10. **WARRANTY:** The MLS offers no warranty regarding the use or operation of a Key or any KeyBox. Supra Products, Inc. does provide a twelve (12) month basic warranty for the Key with exclusions for abuse or misuse. Warranty claims will be handled through the MLS, which should be contacted when a problem with the equipment is experienced. Any replacement after the 12-month basic warranty period will be charged at the rate established by the MLS.
11. **IDENTIFICATION / AUDIT:** Keyholder hereby agrees and understands the KeyBoxes comprising the System are and remain the property of the Lower Yakima Valley MLS. KeyBoxes are identified for audit purposes and will be audited a minimum of two (2) times per year.

#### **OTHER PROVISIONS OF THE ADVANTAGE EXPRESS KEY CONTROL SYSTEM**

**MLS SUPERKEY:** An MLS Participant or Subscriber (“Agent”) may not possess more than one active SuperKey at any time. If a SuperKey is reported lost or stolen, and after being replaced, is later found, the newest SuperKey must be returned to the MLS immediately. Once affiliation with a Participant of the MLS (Broker or company/office) is terminated, the Keyholder shall surrender the SuperKey to the MLS office or current Broker within 48 hours. Brokers shall assist in collection of any SuperKeys that need to be turned in to MLS. SuperKeys will be assigned only by the MLS. Periodic audits will be conducted on all SuperKeys, KeyBoxes, Agreements, etc. as determined necessary by the MLS to assure security of the system.

**RETENTION OF MLS SUPERKEY:** No Agent or Broker shall retain or allow the retention of an MLS issued SuperKey after MLS has requested that such SuperKey be returned pursuant to an Agent SuperKey / KeyBox Agreement, or nonpayment of any charges required pursuant to these Rules and Regulations, or pursuant to any policies adopted and regularly applied from time to time by the MLS Board of Directors, or upon the advice of counsel to the MLS Board of Directors. Failure to comply with a request made pursuant to this provision shall be deemed a violation of these Rules and Regulations, and the bylaws of the MLS and the bylaws of the Lower Yakima Valley Association of REALTORS®. In the event MLS SuperKey(s) and or KeyBoxes are not immediately returned to MLS, Participant agrees to reimburse MLS for any expenses necessarily incurred by MLS in its effort to recover said SuperKey(s) or KeyBox(s) including reasonable attorney’s fees and court costs and for any other loss or damage that might result therefrom.

**KEYBOXES:** KeyBoxes may be placed on properties submitted to, and accepted by, the MLS, which have been entered into the computer system.

- (a) Upon request to the MLS, the agent may pick up KeyBoxes for ACTIVE MLS listings only (excluding vacant land) which authorize the use of a KeyBox.
- (b) A Broker’s authorization shall be required for receipt of the KeyBox(s).
- (c) Upon receipt by a Broker, the Broker shall be financially responsible for each KeyBox placed into his/her inventory until returned to the MLS.
- (d) The listing agent/broker shall place the key(s) to the property into the KeyBox and securely install the KeyBox on the property site.

- (e) The listing agent/broker shall remove the KeyBox from the property at the request of the owner, the expiration of the listing, or upon closing the sale on the property, whichever occurs first.
- (f) If at the time a listing is taken, there is a KeyBox from a previous listing agent/broker, the new listing agent/broker shall transfer the property key(s) from the previous office's KeyBox to the new listing agent/broker's KeyBox, and replace the empty Key Pouch into the empty KeyBox from the previous listing agent/broker's office.
- (g) If, after 48 hours from notification to prior listing office, the other office's KeyBox is still on the property, the new listing agent/broker may remove the other office's KeyBox and immediately return it to the MLS.
- (h) Periodically, but not longer than every six (6) months, the brokers shall certify by KeyBox number, on a form provided by the MLS, the KeyBoxes in his/her office inventory. The maximum number of spare KeyBoxes a broker may have in reserve for new listings is: (1) one per each agent in the office. Any number over that must be returned to MLS.
- (i) KeyBoxes not signed out to the Broker being audited shall be returned immediately to the MLS.
- (j) Unauthorized use of another Broker's KeyBoxes may result in penalties imposed by the MLS Board of Directors as needed. If multiple incidents are identified within the next audit period conducted by the MLS, additional penalties and possible disciplinary action may result as deemed necessary by the MLS Board of Directors.
- (k) It is the responsibility of each agent/broker to make sure that all KeyBoxes are placed on the property in a secure manner. If a KeyBox should be missing from a listed property, the agent/broker should report the missing KeyBox number to the MLS immediately.
- (l) Should a KeyBox be lost, stolen, or damaged due to failure of the listing agent/broker to fulfill his/her obligation as relates to the rules and regulations of the MLS, the cost of replacement of the KeyBox and administrative costs shall be applied to the next monthly bill of MLS fees, credit or refund to be made upon return of the KeyBox to either the MLS or the agent/broker's inventory.
- (m) Upon termination of MLS services, all KeyBoxes must be returned to the MLS office, or if listing transferred, assigned to the new listing agent/broker on form furnished to MLS (within 48 hours) and accepted by new listing agent/broker.

**I HAVE READ THIS AGREEMENT AND I UNDERSTAND AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS.**

**DATED:** \_\_\_\_\_

Keyholder Name (Printed)	<b>X</b>	Keyholder Signature		
Keyholder Home Address	City	State	Zip	
( ) Keyholder Home Phone	( ) Keyholder CELL Phone			
Keyholder Email Address				
Broker Name (Printed)	<b>X</b>	Broker Signature		
Firm Name (Printed)				
Firm Address	City	State	Zip	
( ) Firm Phone Number	( ) Firm Fax Number			

**The information listed below is used if you forget your identification number and must contact MLS to obtain it. For security reasons, MLS must know who is calling. If you elect NOT to provide this confidential information, then if you forget your identification number, you must appear in person at the MLS office, with proper I.D. to obtain your number.**

**Association Membership NRDS Number:** \_\_\_\_\_

**ISSUED/AUTHORIZED BY:** \_\_\_\_\_ **Lower Yakima Valley MLS**  
 Signature – Executive Officer

Rev. 4/06

**DELIVER COMPLETED AGREEMENT FOR PROCESSING TO: LYV MLS**

**ADDENDUM  
TO  
AGENT CARD AGREEMENT  
OF  
MULTIPLE LISTING SERVICE OF  
YAKIMA ASSOCIATION OF REALTORS®  
(MLS)**

IN CONSIDERATION of access to the listings and electronic key safe system operated by MLS, the undersigned agrees to be bound by the attached Agent Card Agreement (which is incorporated herein by this reference), to the same extent and in all respects as if the undersigned were a Participant in the MLS.

In addition to being bound by the terms and conditions of the attached Agent Card Agreement, the undersigned agrees as follows:

1. In advance of showing any listed property, to contact the Listing Office for showing instructions;
2. To the commission split with the Listing Office as shown in published or electronically posted listing and property information, unless otherwise agreed, and
3. To abide by the Code of Ethics of the National Association of REALTORS®, and the Rules and Regulations of the MLS of Yakima Assoc. of REALTORS®.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Signature: Participant/Broker - Lower Yakima Valley MLS      Print Name

OFFICE NAME: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
Signature: Agent      Print Name

Agent Ph # (509) \_\_\_\_\_ Agent # \_\_\_\_\_  
(NRDS #)

Card # \_\_\_\_\_ Pin# \_\_\_\_\_ Key Type:     D-Key     E-Key (shell-less)