



Rules & Regulations Electronic Lockbox System

(ADOPTED 4/11/01)

(REVISED 6/06, 10/08, 7/09, 7/14, 10/14, 5/17, 4/18, 4/20, 3/21, 11/22) (NAR COMPLIANCE REVIEW
MARCH 17, 2017)

This copy is for eKey users to keep. DO NOT RETURN WITH APPLICATION.

The Electronic Keybox System is a service of the REALTOR® Association of Southern Minnesota. Supra is the vendor for the Electronic Keybox System. The Association has adopted the following Electronic Keybox System Rules to be administered by the Association.

Acquisition and possession of a lockbox eKey is not a requirement of the Association. Possession of the key, however, acknowledges that the keyholder has read, understands, and agrees, as a condition of the lease agreement, to be bound by the Lockbox Rules and Regulations governing the operation of the lockbox system.

Possession of eKey

Keyholder may lease and possess only one eKey at a time. The eKey operates the KeyBox.

Key Holder Eligibility

The lock box system is an activity of the Association of REALTORS®[®], then every REALTOR®[®] or licensed or certified appraiser and every non-principal broker, shall be eligible to hold a key subject to their execution of a lease agreement with Supra. (Amended 10/14)

The following are also eligible for application to hold an eKey, subject to approval of their application and their execution of a lease agreement. Affiliate members of the Association, actively engaged in a qualified field of real estate practice, may lease an eKey, provided a lease agreement is signed by the Keyholder. All qualified Affiliate Members will require satisfactory completion of a criminal background check at their expense (\$25). For the purpose of this section, qualified non-REALTOR® Members eligible shall be:

1. Licensed real estate appraisers who are members in good standing of the Association may be eligible to lease keys subject to approval of their application.
2. Home Inspectors who are members in good standing of the Association may be eligible to lease keys subject to approval of their application and subject to satisfactory completion of a criminal background check at their expense (\$25). Home inspectors must also show written proof of home inspector organization and proof of professional liability insurance.
3. Radon Service providers subject to approval of application and satisfactory completion of a criminal background check at their expense (\$25).
4. Unlicensed REALTOR® personal assistants and administrative clerical staff of Members in good standing of the Association and who are under the direct supervision of an Association REALTOR® Member may be eligible to lease keys subject to approval of their application and subject to satisfactory completion of a criminal background check at their expense (\$25). Any unlicensed assistant or admin staff must be co-signed by the broker of the office for which they are working. They may only use the eKey to perform administrative duties for assisting the office/broker they work for.

Current Update Code

KeyHolder acknowledges that the eKey has an update code that expires daily. Once the key expires KeyHolder must update the key before they will be able to access the key boxes.

Update codes shall be issued only to KeyHolders in good standing with the Organization and who are in compliance with the Lease, including these Rules and Regulations.

Audits

Each firm is responsible for maintaining up-to-date records of the location of each lockbox issued to the firm. (all boxes are assigned to the broker). To balance the keyboxes in the system, an audit will be conducted once a year. If Participant's record disagrees with the inventory figures, the Member Participant may request an inventory detail list. This list will include serial numbers of all keyboxes assigned to that Member Participant. The Member Participant will have 10 days to compare the detail list to their firm's records and resolve any discrepancies. If discrepancies cannot be resolved the Member Participant will be invoiced full replacement cost plus applicable shipping and taxes. If a Member Participant refuses, then the lockbox will be considered unaccounted for and the Member Participant will be invoiced full replacement cost plus applicable shipping and taxes. In the event a lockbox is damaged or defective there will be no replacement costs with presentation of the damage or defective lockbox. There will be an annual audit of all keys issued; either through a physical inventory or by receipt of statement signed by keyholder and the designated REALTOR®, or, in the case of an affiliate member, by a principal, partner or corporate office of the keyholder's



firm, attesting that the key is currently in possession of the keyholder.

Termination of the Service

A KeyHolder may terminate his or her use of the Service at any time by paying any delinquent fees then estimated by Supra to be past due and by concurrently returning to Supra, at such place as Supra shall designate, the eKey and all KeyBoxes. Any unused portion of any fee for use of the Service previously paid shall be forfeited by KeyHolder.

If a Keyholder decides to: a) no longer participate in the electronic lockbox service, b) no longer remain an active licensed sales associate, c) no longer remain an active Affiliate Member of RASM, or d) transfer to a different company/ firm, the KeyHolder is responsible

for notifying the lockbox system administrator (the Association) of such action. In the case of discontinuing the service, the KeyHolder is responsible for removing the eKey app, returning leased lockboxes, and fulfilling any other requirements as agreed upon in the lease agreement. The KeyHolder is responsible for all equipment damage.

With the consent of Supra, the Association may terminate a KeyHolder's use of the Service at any time with cause, with no notice, or without cause, on sixty (60) days notice.

Upon termination of a KeyHolder's use of the Service, or in the event that Supra or the Association determines that it must take action for security purposes, the Association may deactivate the eKey and demand return of all KeyBoxes.

Security of eKey and KeyBoxes

KeyHolder acknowledges that it is necessary to maintain the security of the eKey and its Personal Identification Number (PIN) to prevent its use by unauthorized persons. Therefore, KeyHolder agrees as follows:

- a) To keep the eKey in KeyHolder's possession or in a safe place at all times.
- b) Not to allow KeyHolder's PIN to be attached to the eKey for any purpose whatsoever or to be disclosed by KeyHolder to any third party. Violations could result in suspension from the KeyBox system and a fine of up to \$15,000.
- c) Not to lend or otherwise transfer the eKey to any other person or entity or permit any other person or entity to use the eKey for any purpose whatsoever, whether or not such other person or entity is a real estate broker, salesperson, or Affiliate. Violations could result in suspension from the KeyBox system and a fine of up to \$15,000.
- d) Not to duplicate the eKey or allow any such person to do so.
- e) Not to assign, transfer, or pledge the eKey to another person.
- f) Not to destroy, alter, modify, disassemble, or tamper with the eKey or knowingly or unknowingly allow anyone else to do so. This would also include the KeyBoxes loaned by the Association. Do not write shackle code numbers, on or inside of the KeyBox. The minimum penalty would be replacement costs of the KeyBox.
- g) To notify the Association immediately in writing (within 48 hours of discovery) of a loss or theft of the eKey or any KeyBoxes, and of all circumstances surrounding such loss or theft. Failure to notify the Association Office within 48 hours of discovering an eKey is lost or stolen will result in a fine of up to \$1500. (Amended 7/09,14)
- h) To complete and deliver to the Association a stolen eKey affidavit prior to and as a condition of the issuance of a replacement eKey.
- i) To follow all additional security procedures as specified by Supra or the Association.
- j) To safeguard the code for each KeyBox from all other individuals and entities, whether or not they are authorized KeyHolders of the Service.
- k). Electronic Keyboxes may not be placed on a property without the written authority of the seller. This authority may be established in the listing contract or in a separate document created for that purpose. Members participating in the Electronic Keybox System are not required to place a KeyBox on a listed property.
- l). eKey holders shall not allow their eKey to be loaned, given, or used by other persons at any time. Violations of this rule will result significant penalties, including but not limited to a fine of up to \$15,000 for each violation of this rule and/or suspension from use of the Electronic Keybox System for a specified period of time.

Violations of any of the above rules may result in fines of up to \$15,000 and/or suspension from use of the service for a specified period of time. (revised 12/05, 07/14)

Your eKey card contains your Personal ID Number (PIN). Each time you open a KeyBox, your "signature" number is imprinted internally in the KeyBox. It is a violation of the REALTOR® Association of Southern Minnesota to loan, assign, or transfer your eKey to anyone! Violations of these rules may result in possible suspension from the Service and a fine of up to \$15,000. (revised 12/05, 07/14)

Status

To be eligible to enter into this Lease and use the Service, KeyHolder must (a) either (i) hold a valid real estate broker license in the applicable geographic region where the Service will be used ("Broker"), (ii) be an independent contractor affiliated with a Broker and hold a valid real estate agent license in the applicable geographic region where the Service will be used



*REALTOR® ASSOCIATION OF SOUTHERN
MINNESOTA*

("Agent"), (b) be a REALTOR® member in good standing of the Association or another REALTOR® Association and (c) not be in default under the Lease. (d) be a qualified RASM Affiliate Member in good standing. KeyHolder shall notify the Association (within 24 hours) in writing following the termination of his or her affiliation with the Broker or termination as a RASM Affiliate Member. Upon such termination, KeyHolder may continue using the Service pursuant to this Lease, provided that KeyHolder becomes affiliated with another Broker within one (1) business day of such termination and notifies the Association in a manner satisfactory to the Association within 24 hours of the change of employment. Such notice must also be executed by KeyHolder's new Broker. KeyHolder may not sell, transfer, or assign the eKey to any other individual or entity, including, but not limited to, another Broker or Agent. Failure to comply with the provisions of this paragraph shall constitute a breach of these Rules and Regulations.

The Association may refuse to sell or lease eKeys, may terminate existing eKey lease agreements and may refuse to activate or reactivate any eKey held by an individual convicted of a crime within the past 7 years under the following circumstances:

- a) The association determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts.
- b) The association gives the individual the opportunity to provide, and the association must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as
 - a. The individual's age at the time of the conviction
 - b. Nature and seriousness of the crime
 - c. Extent and nature of past criminal activities
 - d. Time elapsed since criminal activity was engaged in
 - e. Rehabilitative efforts undertaken by the application since the conviction(s)
 - f. Facts and circumstances surrounding the conviction(s) and
 - g. Evidence of current fitness to practice real estate.

The Association may suspend the right of the eKey holders to use eKeys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Association, relates to the real estate business or which puts or threatens to put clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- a) The nature and seriousness of the crime.
- b) The relationship of the crime to the purposes for limiting KeyBox access.
- c) The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
- d) The extent and nature of past criminal activity.
- e) Time since criminal activity was engaged in.
- f) Evidence of rehabilitation while incarcerated or following release and
- g) Evidence of present fitness to practice real estate.

Miscellaneous

The listing participant shall remove the Electronic KeyBox from the property within 48 hours after the listing expires, results in a closed sale or property rental, or whenever notified by the Southern Minnesota MLS or the Association to remove the Electronic KeyBox.

If an eKey holder accesses an Electronic KeyBox and finds the property key missing, or the property is unlocked or damaged, the eKeys holder is required to notify the listing office immediately.

Any eKey holder, party to a Supra lease agreement or any other authorized users of the Electronic Keybox system may be assessed penalties, including fines for violations of these Electronic Keybox System Rules. Penalties may include a letter of reprimand, suspension from use of the Electronic KeyBox system for a period of time, and/or a fine of up to \$15,000.

An eKey holder and/or responsible person/entity, shall be required to pay damages to offset all of the costs in re-establishing the security of the overall Super Electronic KeyBox System if it is determined the security has been compromised through the negligence or fault of the eKey holder.

Lockboxes may not be placed on a property without written authority from the seller.

Authorization

KeyHolder may not use their eKey to enter a property without first contacting the listing office, the listing agent and/or the owner.

KeyHolder shall use extreme care to ensure that all doors to the listed property and the KeyBox is locked.



KeyHolder agrees to disclose to the property owner and tenants(s), if applicable, that the KeyBox is not designed or intended as a security device.

As a keyholder in an association/MLS using the Supra system with the Non-Member Access feature enabled, you can authorize a non-member to access a Bluetooth® iBox KeyBox (iBox BT or iBox BT LE) using their smartphone or tablet.

- a) You can only grant access to Bluetooth KeyBoxes in your inventory.
- b) Non-members can access a KeyBox from 2 to 72 hours.
- c) Non-members must fill out a registration form and download an eKey app for their mobile device.

Default

The occurrence of any of the following events shall constitute an Event of Default by KeyHolder under these Rules and Regulations: (i) if the eKey is lost or stolen; (ii) if KeyHolder permits an unauthorized person or entity to possess or use the eKey; (iii) if KeyHolder fails to pay when due any amount required to be paid by it in connection or use or financing the Service; (iv) if KeyHolder breaches or fails to observe, keep and inform each of these Rules and Regulations or any obligation or provision of any agreement executed and delivered by KeyHolder in connection with use or financing of the Service or; (v) If Supra or the Association, in its respective discretion, determines that it must declare a default and take appropriate action for security purposes.

Remedies

Upon the occurrence of an Event of Default by KeyHolder under the Lease and/or these Rules and Regulations, SUPRA or the Association may (a) cause KeyHolder's eKey to be deactivated; (b) take legal action against KeyHolder to recover all damages incurred by Supra resulting from such default and/or improper use of the eKey; (c) demand a return of all KeyBoxes; and/or (d) pursue any other remedy available at law or in equity. **Statement of Administrative Procedures and Operating Standards**

KEYHOLDER ACKNOWLEDGES THAT THE USE OF THE SERVICE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE ADMINISTRATION AGREEMENT AND THE STATEMENT OF ADMINISTRATIVE PROCEDURES AND OPERATING STANDARDS FOR THE SERVICE (THE 'STATEMENT'), AND THAT FAILURE OF SUPRA, THE ORGANIZATION OR THE ADMINISTRATOR TO PERFORM ANY OF ITS OBLIGATIONS UNDER THE ADMINISTRATION AGREEMENT OR THE STATEMENT MAY DETRIMENTALLY AFFECT

KEYHOLDER'S USE OF THE SERVICE. KEYHOLDER EXPRESSLY WAIVES ANY RIGHT TO EXERCISE ANY RIGHT OR REMEDY ARISING UNDER, RELATING TO OR BY VIRTUE OF ANY DEFAULT BY ANY PERSON UNDER THE ADMINISTRATION AGREEMENT, THE STATEMENT AND/OR UNDER ANY OTHER AGREEMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE USE OR LEASING OF THE SERVICE. KEYHOLDER FURTHER ACKNOWLEDGES AND AGREES THE ADMINISTRATOR (THE ASSOCIATION) AND/OR SUPRA MAY EXERCISE ANY REMEDIES ANY OF THEM MAY HAVE UNDER THE ADMINISTRATION AGREEMENT OR THE STATEMENT.

System Fees

KeyHolder acknowledges that Monthly System Fees, Annual System Fees and other fees payable in connection with the use and lease of the Service shall be adjusted pursuant to the terms and provisions of the Lease and the Statement.

Software License

No title or ownership of any Software or any of its components is transferred to KeyHolder and KeyHolder's use of any Software in connection with the Service constitutes a revocable license. Title to all applicable rights in patents, copyrights and trademarks shall remain with Supra, and KeyHolder agrees to take appropriate action to maintain the confidentiality of the Software and its components.

Indemnity

KeyHolder agrees to indemnify, defend and hold harmless Supra and the REALTOR® Association of Southern Minnesota and their respective officers, directors, employees, agents, representatives, successors and assigns, from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of every kind and nature, including reasonable attorneys' fees, arising out of, relating to or incurred by reason of or in connection with the use by KeyHolder of the eKey, KeyBoxes, the Service or any other component of the Service. The provisions of this paragraph shall survive indefinitely.

Acknowledgment

KeyHolder acknowledges that neither the Service, the KeyBoxes nor the eKeys, nor any other Supra product used in connection with the Service is a security system. The Service is a marketing convenience key control system, and as such, any loss of an eKey or disclosure of Personal Identification Numbers compromises the integrity of the Service. KeyHolder shall use its best efforts to insure the confidentiality and integrity of all components of the Service.



ELECTRONIC KEY USER ACKNOWLEDGEMENT

This is to acknowledge that I have received a copy of the Rules and Regulations for use of the SUPRA Electronic Key System and understand that it contains important information on the Organizations policies and my privileges and obligations as a user of the system. I understand and agree to be bound by these policies and procedures as stated in the Rules and Regulations. I also understand that the Organization may change, rescind, or add to any of the policies or practices described in the Rules and Regulations from time to time.

The phone number and email address MUST be different from your office to obtain Supra eKey access.

Cell Phone Number: _____

Personal Email Address: _____

User's Signature

Date

Name – PRINT

Office