

Englewood Area Board of REALTORS®, Inc.

Active KEY/eKEY LEASE AGREEMENT (for Non-REALTOR®, MLS Participant)

This Active KEY/eKEY Lease Agreement (“Agreement”) is entered into this ____ day of _____, 20____, by and between the Englewood Area Board of REALTORS®, Inc., a Florida corporation (“BOARD”), _____ and (“Participant”) and _____ (“Agent”).

RECITALS:

A. Participant is a participant of My Florida Regional MLS. (the “MLS”) and desires to participate in the Keybox System program of BOARD and further desires that Participant, be permitted to lease an Active KEY (or use of an eKEY) for use in connection with the Keybox System. Agent is an employee or independent contractor of Participant and works for Participant under the control and supervision of Participant.

B. BOARD desires to lease to Participant and Participant desires to lease from BOARD an Active KEY (or use of an eKEY.)

WITNESSETH:

1. Recitals Incorporated: The parties hereto represent that all of the foregoing recitals are true and correct and are hereby incorporated herein.

2. Active KEY Transfer and Receipt: Pursuant to a separate agreement with Supra Products, Inc., Participant has received the following registered Active KEY:

Active KEY/eKEY Code Number: _____

Active KEY/eKEY Serial Number: _____

3. Guaranteed Release: Upon the occurrence of any event hereinafter stated, Participant and Agent shall release to BOARD, and BOARD shall accept from Participant or Agent the Active KEY/Device:

- a. Issuance of a written request for release by the BOARD for any reason whatsoever; or,
- b. Termination of Participant as a participant of the MLS for any reason whatsoever; or,
- c. Termination of Agent’s association with Participant for any reason whatsoever; or,
- d. In the event of death of Agent.

Upon the occurrence of any of the foregoing events, the Active KEY shall be returned to the BOARD within two business days thereafter. Failure to timely return the Active KEY as provided herein shall constitute a breach of this Agreement and shall subject Participant and Agent to damages resulting from such breach including but not limited to a reasonable attorney's fees incurred by the BOARD in enforcing this Agreement.

4. Security of Card: Participant and Agent agree:
 - a. To keep the Active KEY (or use of an eKEY) in Participant's possession or in a safe place at all times.
 - b. To not allow his or her secret code number to be attached to the Active KEY or anywhere in the vicinity of where the Active KEY is kept from time to time.
 - c. To not loan the Active KEY to any person, whether or not a real estate licensee, for any purpose whatsoever, or to permit the Active KEY to be used for any purpose by any other person.
 - d. To not assign, transfer or pledge this Agreement or the Active KEY/Device.
 - e. To immediately notify the BOARD in writing of the loss or theft of the Active KEY/Device and the circumstances surrounding such loss or theft.
 - f. To follow all additional rules, regulations and procedures specified by the BOARD from time to time.

2. Default: If Participant or Agent fails to observe, keep or perform any obligation or provision of this Agreement, BOARD shall have the right to exercise any and all of the following:
 - a. To deactivate the Active KEY (or use of an eKEY.)
 - b. To terminate this Agreement.
 - c. To take legal action against Participant and Agent to recover all damages incurred by the BOARD resulting from such default or improper use of the Active KEY (or use of an eKEY.)
 - d. To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover attorney fees and costs.

3. Indemnification: In consideration of BOARD's delivery of the Active KEY/Device and to induce BOARD to transfer same, Participant and Agent covenant and agree to and do hereby indemnify and hold harmless the BOARD and each of their officers, directors, employees, members and participants from any and all liability, obligations, demands, suits, actions or causes of action, of any nature whatsoever, arising out of or connected with the use, possession or loss of the Active KEY/Device hereinabove mentioned or any other Active KEY/Device coming into the possession of or under the control of Participant or Agent. This indemnification shall include but not be limited to all claims or liabilities resulting from damage or injury to premises or persons arising out of the entry by Participant, Agent or any other person into any premises and shall further include all reasonable attorney fees incurred by BOARD, or any other indemnitee.

4. Reimbursement: Participant and Agent agree to reimburse the BOARD, or any other indemnitee for any and all expenses, including all reasonable attorney fees, incurred in any effort to recover the Active KEY from Participant or to enforce or interpret any provision of this Agreement.

5. Participant's Responsibility: Participant confirms that Participant is a participant of My Florida Regional MLS, and that Participant, in the ordinary course of its business, requires access to homes listed for sale by the MLS. Participant agrees to notify BOARD should Participant terminate as a participant in My Florida Regional MLS or should Participant cease the business activity pursuant to which it requires access to listed homes. Participant hereby agrees to supervise the duties and responsibilities of its employees and agents using the Active KEY/Device under this Agreement. Participant agrees that it is jointly and severally liable for all duties, responsibilities and undertakings of Participant or its employees and agents under this Agreement. Participant agrees to take extreme care to ensure that all listed property is secured and that all elements of the KeyBox System operate properly.

6. Rules, Regulations and Procedures: Participant and Participant's Agent hereby agrees to abide by such rules, regulations and procedures as may be adopted from time to time by the board of directors or staff of the BOARD, including but not limited to the imposition of fines for failure to abide by same. Those portions of the BOARD rules, regulations and procedures pertaining to lockboxes generally or the Keybox System specifically are hereby incorporated herein as they may be amended from time to time. A failure to comply with any part of this Agreement shall constitute a violation of the BOARD Rules and Regulations.

IN WITNESS WHEREOF, this Agreement is executed as of the date hereinabove written.

Agent:

Participant:

Agent Signature

Participant's Company

Home Street Address

By: _____
Authorized Signature

City, State, Zip

Business Street Address

Telephone Number

City, State, Zip

Telephone Number

Englewood Area Board of REALTORS®, Inc.:

By: _____

Date: _____