



Reno/Sparks
Association of
REALTORS®



reinstatement *application*

Mission

To proactively enhance our members' opportunity to be successful real estate professionals by providing superior advocacy, programs, products and services.

Vision

We envision the Reno/Sparks Association of REALTORS® to be viewed as the premium REALTOR® organization delivering highly valued knowledge and benefits to our customers- the REALTOR® Community.

Thank you 2019 Partners for Success



Return completed application to:

Reno/Sparks Association of REALTORS® · 5650 Riggins Court, Suite 200 · Reno Nevada 89502
Phone (775) 823-8800 · Fax (775) 823-8805
info@rsar.realtor · www.rsar.realtor

member *Reinstatement*

Please complete all information and return to RSAR

TRANSFER PROCEDURES

1. Please complete this reinstatement form with Key Agreement and have your new broker sign below.
2. Submit this reinstatement form with a \$125.00 processing fee.
3. Contact the Reno/Sparks Association of REALTORS® for any annual dues that may be owed.

Full Name as it appears on License _____ Agent # _____

Real Estate License Type B. BS. S. Appr. License # _____ Exp. Date _____

Office Name _____ Office # _____

Office Address _____ City/State/Zip _____ / _____ / _____

Office Phone # _____ Direct Line # _____

Fax # _____ Cell Phone # _____

Home Phone # _____ Email _____

Home Address _____ City/State/Zip _____ / _____ / _____

Mailing Preference Home Office

Preferred Phone Cell Home Office Direct Line

Social Media Facebook Google+ Instagram LinkedIn Twitter SnapChat

I authorize RSAR to link my personal website to the RSAR website: www. _____

I understand that by providing the Reno/Sparks Association of REALTORS® my email, fax number and cell phone, I consent to receive communications sent from the Reno/Sparks Association of REALTORS®, the Nevada Association of REALTORS®, and the NATIONAL ASSOCIATION OF REALTORS® via email, text messages or fax at the number/location listed above. I understand that standard text messaging rates will apply to any messages received from RSAR. I agree not to hold RSAR liable for any electronic messaging charges or fees generated by this service.

I DO NOT want to receive text message notifications. All other communication by email or fax are acceptable.

_____ (Initial Here)

To be completed by new broker

This is to inform the Association that the above agent has transferred their license to the above named brokerage. By my signature below, I acknowledge that the licensee has been successfully transferred to my brokerage and I assume full responsibility for all obligations and responsibilities regarding this agent pursuant to the Association Bylaws, NNRMLS Rules and Regulations (if applicable) and State of Nevada license law.

UTC Fire & Security America Corporation, Inc. Agreement Transfer

As the new responsible broker, I hereby accept and assume all rights and obligations pursuant to the UTC Fire & Security America Corporation, Inc. Agreement for the above listed agent.

Print New Broker Name _____ Date _____

★ New Broker Signature _____

Key Holder's Name (Please Print)

KEY Serial Number

PIN #

NORTHERN NEVADA REGIONAL MLS, INC.

UTC Fire & Security Americas Corporation, Inc. KEY Sub-Lease and Lockbox System Use Agreement

ActiveKEY or eKEY

This document constitutes an agreement between the Northern Nevada Regional MLS Inc., a Nevada Corporation (NNRMLS); _____ (Broker's Company Name), a Member of the Northern Nevada Regional Multiple Listing Service (NNRMLS), and _____, (Member), regarding the use by the Member of an electronic keybox system operated by the NNRMLS under license from UTC Fire & Security Americas Corporation, Inc. (UTCFS).

WHEREAS:

- A. The NNRMLS has contracted with UTCFS to license and use the UTCFS Network ("System").
- B. The Member has opted to initiate a non-exclusive, non-transferable sub-license/lease to use the System as leased from NNRMLS, either directly or through the Member's local association (acting as a Service Center), an iBox and/or ActiveKEY or eKEY product ("KEY") with Personal Identification Number ("PIN").
- C. The NNRMLS wishes to make its Member ultimately responsible for the use and safekeeping of the "System." The equipment, software and network are collectively referred to herein as the "Service."
- D. The Member chooses to use the Service.

WITNESSETH:

The NNRMLS hereby sub-licenses the Member to use the System on the following terms and conditions:

1. **Eligibility.** If Member has been convicted of a crime within the past seven (7) years, the NNRMLS shall review the Members conviction to determine if the conviction(s) relates to the real estate business or puts clients, customers or other real estate professionals or property at risk for example through dishonest, deceptive or violent acts. If the NNRMLS determines that a Member is not eligible based upon a conviction, NNRMLS shall give Member an opportunity to provide and the NNRMLS shall consider mitigating factors related to the Member's criminal history, including but not limited to factors such as:
 - i. The Member's age at the time of the conviction(s)
 - ii. Nature and seriousness of the crime
 - iii. Extent and nature of past criminal activity
 - iv. Time elapsed since criminal activity was engaged in
 - v. Rehabilitative efforts undertaken by the Member since the convictions(s)
 - vi. Facts and circumstances surrounding the conviction(s) and
 - vii. Evidence of current fitness to practice real estate

NNRMLS may suspend the right of lockbox keyholders to use lockbox keys if they become ineligible due to an arrest and prior to a final determination on any such charge if in the determination of NNRMLS the charge relates to a crime that relates to the real estate business or put clients, customer, other real estate professionals or property at risk. *The Member may contest a determination of ineligibility by requesting a hearing with no fewer than three (3) of the NNRMLS Board Trustees (the "Panel") within seven (7) days of the action being taken. The decision of the Panel shall be final.*

HAVE YOU BEEN CONVICTED OF A CRIME WITHIN THE PAST SEVEN (7) YEARS? Yes No _____initial

_____(initial) ActiveKEY

2. **ActiveKEY lease:** In consideration of the sum of \$_____ including taxes, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby lease and assign the above noted ActiveKEY, any associated hardware and its PIN to Member, as long as Member is eligible to be held and used by Member pursuant to this Agreement.
3. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
4. **CURRENT UPDATE CODE:** Member acknowledges that the ActiveKEY remains continuously updated as long as it establishes connection with the UTCFS Network. If an ActiveKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS Support. Immediately upon return to service range, the key will resume continuously updating. **Update codes will only be issued to a Member who is in good standing with NNRMLS and one of its shareholder or customer associations (if applicable).**

_____(initial) eKEY

1. **eKEY license:** In consideration of the sum of \$_____ including taxes, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby license and assign the above noted eKEY, including the purchase of any associated hardware or adaptor (if applicable), and its PIN to Member to be held and used by Member pursuant to this Agreement.

- a. **eKEY Professional Software:** Enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions; to download, view, sort, and query multiple listing service data and agent roster data; and to upload, download, view, sort, and query property showing data.
 - b. **eKEY Basic Software:** Enables Keyholder to obtain a current update code; to open and perform other iBox functions; and to upload property showing data.
2. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
 3. **CURRENT UPDATE CODE:** Member acknowledges that the eKEY remains continuously updated as long as it establishes connection with the UTCFS Network. If an eKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS Support. Immediately upon return to service range, the key will resume continuously updating. **Update codes will only be issued to a Member who is in good standing with NNRMLS and one of its shareholder or customer associations (if applicable).**

FURTHER, both ActiveKEY and eKEY (referred to as KEY) Users Agree:

1. **SECURITY OF KEY:** The Member acknowledges that it is necessary to maintain security of the KEY to prevent its use by unauthorized persons. Consequently, the Member agrees:
 - a. To keep the KEY in Member's possession at all times.
 - b. To not allow his/her PIN to be attached to the KEY or to be revealed to any unauthorized person.
 - c. To not loan the KEY to any person, whether or not a real estate licensee, for any purpose whatsoever.
 - 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.
 - f. To immediately notify NNRMLS, either directly or through the Member's local service center, in writing of the loss or theft of the KEY and circumstances surrounding such loss or theft; this statement must be filed at the NNRMLS or the Member's local service center prior to issuance of a replacement KEY and payment of any applicable fees.
 - g. To follow all additional security procedures as specified by NNRMLS.
 - h. To not damage or deface the KEY.
2. **LOST KEY:** If the ActiveKEY or eKEY is ever lost or stolen, the Member agrees that the Key shall immediately be deactivated by the NNRMLS and/or the Member's local service center (if applicable). Each ActiveKEY will be labeled with a "reward" sticker and the phone number of the Member's local service center (if applicable). Member agrees to pay a \$25.00 reward if ActiveKEY is returned by anyone other than another Keyholder or a staff member of either NNRMLS or the Member's service center.
 - a. No loss, damage or destruction to any ActiveKEY or eKEY Software or to any other item included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.
3. **REPLACEMENT KEY:** The member is responsible for the cost to replace any Equipment that is lost, damaged or destroyed. Upon filing an affidavit of a lost/stolen ActiveKEY and payment of the current lost equipment fee (\$249.00 plus tax, subject to change), the Member may then lease a replacement ActiveKEY at the then current list price as established by the Member's local service center. Upon filing an affidavit of a lost/stolen eKEY, Member may license new eKEY Software from Member's local service center in consideration of the sum of \$_____.
4. **STATUS:** Member must be a member in good standing with NNRMLS and his/her local association in order to use the System. For clarification, failure to maintain the status of member in good standing will constitute an event of default under this agreement. Additionally, if BROKER/HOLDER fails to maintain active membership with the NNRMLS and/or its shareholder associations, Broker's KEY and KEYS of all licensees affiliated with the inactive broker will be inactivated. KEYS must be returned as provided herein. Even though inactivated by NNRMLS, KEY users will continue to be subject to the terms and conditions of this agreement until terminated.
5. **AUTHORIZATION:** Lockboxes may not be placed on a property without written authority from the seller. This authorization may appear in the listing contract or any other written document.
6. **RETURN OF ActiveKEY:** Member agrees to return the ActiveKEY to NNRMLS or his/her local service center at the time of the following events:
 - a. Immediately upon termination of BROKER or Member as an active user of NNRMLS and/or its shareholder associations.
 - b. Immediately upon termination of Member's association with BROKER for any reason.
 - c. Within 48 hours of receipt of a request to do so by NNRMLS and/or its shareholder associations.

Failure to return the ActiveKEY as provided herein shall constitute an event of default under this agreement.
7. **RETURN OF eKEY:**

At the expiration of the Term or earlier termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall return all software media provided by UTCFS, which remains in Keyholder's possession, and shall delete all Software from all of Keyholder's personal computers and phones or devices.
8. **DEFAULT:** If Member fails to observe, keep or perform any obligation or provision of this agreement, in addition to any specific rights set out herein, the NNRMLS and/or the Member's local service center shall have the further right to exercise any and all of the following:
 - a. To deactivate the KEY;
 - b. To recover possession of an ActiveKEY wherever same may be located. Such obtaining of possession shall not constitute a termination of this agreement unless Member is so notified by NNRMLS and/or his local service center in writing;
 - c. To terminate this agreement
 - d. To hold inquiry proceedings as outlined in the NNRMLS Rules and Regulations;
 - e. To take legal action against Member (or inactive member if that is the case) to recover all damages incurred by NNRMLS resulting from such default and/or improper use of the KEY. If Member (or inactive member if that is the case) fails to return the ActiveKEY after notice of delinquency, Member agrees that any outstanding balance plus the sum of \$500.00 will be paid as liquidated damages for the reason that actual damages for breach of this agreement would be difficult to determine. _____
initial
 - f. To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover attorney fees and costs.

- g. NNRMLS may refuse to sell or lease lockbox keys, may terminate existing key lease agreement, and may refuse to activate or reactivate any key held by an individual who has become ineligible due to conviction of a crime within the past seven (7) years.
9. **INDEMNITY:** Keyholder shall indemnify and hold harmless the NNRMLS, its shareholder associations, UTCFS and their respective officers, employees and representatives against any and all claims, liabilities and cost including attorney fees, resulting from loss or improper use of the KEYHOLDER'S KEY, iBoxes, the System or any component of the System. This provision shall survive indefinitely.
10. **INSPECTION/KEY AUDIT:** NNRMLS or Member's local service center shall have the right to inspect the KEY assigned to the Member at all reasonable times and places. Member agrees to submit the KEY for inspection at NNRMLS's office or designated site when given not less than 48 hours written notice. In addition, Member agrees to submit the KEY for inspection on an annual basis for a key audit and at any other time upon oral request if it is believed that the integrity and security of the System are in jeopardy. A failure to comply with the terms of this paragraph shall constitute an event of default under this agreement.
11. **BROKER RESPONSIBILITY:** BROKER confirms that BROKER is both a licensed Real Estate Broker or Appraiser in the State of Nevada, and a current MLS participant. Further, BROKER confirms that: 1) Member is in fact associated with BROKER in an active effort to sell Real Estate or conduct appraisals through the same business office; 2) Member does have a current real estate or appraisal license; and 3) BROKER will notify NNRMLS or his/her local service center (if applicable) in writing should Member's association with BROKER be terminated. BROKER further agrees to supervise the Member's use of the KEY and System under this agreement.
12. **NOT A SECURITY SYSTEM:** Member acknowledges that neither the Service, the iBoxes or the KEY, nor any other UTCFS 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 KEYS or disclosure of Personal Identification Numbers compromises the integrity of the System. Member shall use his/her best efforts to insure the confidentiality and integrity of all components of the Service.
13. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of NNRMLS or other regulations/policies pertaining to iBoxes, ActiveKEYs, eKEYs 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. Any changes in the NNRMLS Rules and Regulations relating to the administration of the System shall be considered a part of this agreement and will supersede any provision herein. The Member agrees that violation of this agreement shall constitute a violation of the NNRMLS Rules and Regulations and possible assessment of fines up to the maximum allowed by the National Association of REALTORS® then current policies.

Member and Broker agree to the terms and conditions specified in this Agreement and any additional terms and conditions outlined in the Rules and Regulations of NNRMLS. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth herein.

x _____
KeyHolder's Signature (Member)

x _____
Broker of Record's Signature

KeyHolder's Name (please print)

Broker's Name (please print)

KeyHolder's Member Number (please print)

Broker's Company Name (please print)

Representative of NNRMLS or it's authorized Service Center:

BY: _____

DATE: _____



Northern Nevada Regional MLS Membership Application

(This is a separate application for Membership with the MLS)

TYPE OF MEMBERSHIP: Participant (Designated REALTOR®) Subscriber (REALTOR®)

Name: _____ **License #:** _____

Home Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Cell #:** _____

Email Address: _____ **Web Address/URL:** _____

Preferred Contact Phone: Office Home Cell **Preferred Billing:** Email Mail (\$2 monthly fee)

Fees to NNRMLS: *These fees are separate from those you pay to your Association.*

MLS System Fee \$48.00 (Billed Monthly)

ActiveKEY Fee \$17.00 (Billed Monthly)

eKEY Basic Fee \$16.50 (Billed Monthly)

New/Returning Member Activation Fee \$150.00 (One-time)

Office Activation Fee \$150.00 (One-time)

I understand that I will be billed for the one-time Activation Fee, the monthly recurring fees and any additional billing charges I incur.

NOTE: *Monthly fees are subject to change with 30 days notice.*

Membership Affirmation and Acknowledgement

Initial _____ I understand that in order to maintain my active status as a Northern Nevada Regional MLS subscriber I agree to:

- Attend **NNRMLS Orientation MLS 101** within 30 days of joining.
- Maintain active REALTOR® membership.
- Keep my financial obligation current.
- Transfer to another Member Participant Firm within 10 days of terminating my affiliation with a current Member Participant Firm.
- Agree to the terms of the Participant/Subscriber Agreement. Signed Agreement is due at MLS Orientation.

Initial _____ I acknowledge that it is my responsibility to read the following documents – available at **members.nnrmls.com** or from the Northern Nevada Regional MLS office.

- **NNRMLS Policy Manual**
- **NNRMLS Rules & Regs**
- **NNRMLS Bylaws**
- **Billing/Refund Policy**
- **Participant/Subscriber Agreement**
- **Lockbox & Key Agreement (Provided by your Association)**

Initial _____ I irrevocably waive all claims against the Northern Nevada Regional MLS or any of its officers, trustees or members, for any action in connection with the business of the Northern Nevada Regional MLS, and particularly as to its or their acts in electing or failure to elect, advance, suspending, expelling or otherwise disciplining me as an applicant, Member Participant (Broker) or associate of a Member Participant (Broker).

Initial _____ As material consideration for the agreement of Northern Nevada Regional Multiple Listing Service, Inc, a Nevada corporation (the "NNRMLS") to allow me to participate in the Multiple Listing Service (the "MLS") provided by the NNRMLS, the Participant/Subscriber agrees to abide by all bylaws and rules and agreements promulgated by the NNRMLS, as such bylaws and rules now exist and as they may be amended in the future. I understand and acknowledge that such rules include, without limitation, the "Standards of Conduct for All Participants and Subscribers" set forth in Section 17 of the MLS Rules/Regulations and Section 1.4.b.2 of the NNRMLS Bylaws and the Member Participant/Subscriber agreement.

Applicant Name: _____

Signature: _____ **Date:** _____

Participant (Broker) Name: _____ **Office:** _____

I, as employing Broker and a Member Participant in the Northern Nevada Regional MLS, affirm that the above applicant is a real estate salesperson or licensed real estate appraiser with this firm.

Signature: _____

Key Holder's Name (Please Print)

KEY Serial Number

PIN #

NORTHERN NEVADA REGIONAL MLS, INC.

UTC Fire & Security Americas Corporation, Inc. KEY Sub-Lease and Lockbox System Use Agreement

ActiveKEY or eKEY

This document constitutes an agreement between the Northern Nevada Regional MLS Inc., a Nevada Corporation (NNRMLS); _____ (Broker's Company Name), a Member of the Northern Nevada Regional Multiple Listing Service (NNRMLS), and _____, (Member), regarding the use by the Member of an electronic keybox system operated by the NNRMLS under license from UTC Fire & Security Americas Corporation, Inc. (UTCFS).

WHEREAS:

- A. The NNRMLS has contracted with UTCFS to license and use the UTCFS Network ("System").
- B. The Member has opted to initiate a non-exclusive, non-transferable sub-license/lease to use the System as leased from NNRMLS, either directly or through the Member's local association (acting as a Service Center), an iBox and/or ActiveKEY or eKEY product ("KEY") with Personal Identification Number ("PIN").
- C. The NNRMLS wishes to make its Member ultimately responsible for the use and safekeeping of the "System." The equipment, software and network are collectively referred to herein as the "Service."
- D. The Member chooses to use the Service.

WITNESSETH:

The NNRMLS hereby sub-licenses the Member to use the System on the following terms and conditions:

- 1. **Eligibility.** If Member has been convicted of a crime within the past seven (7) years, the NNRMLS shall review the Members conviction to determine if the conviction(s) relates to the real estate business or puts clients, customers or other real estate professionals or property at risk for example through dishonest, deceptive or violent acts. If the NNRMLS determines that a Member is not eligible based upon a conviction, NNRMLS shall give Member an opportunity to provide and the NNRMLS shall consider mitigating factors related to the Member's criminal history, including but not limited to factors such as:
 - i. The Member's age at the time of the conviction(s)
 - ii. Nature and seriousness of the crime
 - iii. Extent and nature of past criminal activity
 - iv. Time elapsed since criminal activity was engaged in
 - v. Rehabilitative efforts undertaken by the Member since the convictions(s)
 - vi. Facts and circumstances surrounding the conviction(s) and
 - vii. Evidence of current fitness to practice real estate

NNRMLS may suspend the right of lockbox keyholders to use lockbox keys if they become ineligible due to an arrest and prior to a final determination on any such charge if in the determination of NNRMLS the charge relates to a crime that relates to the real estate business or put clients, customer, other real estate professionals or property at risk. *The Member may contest a determination of ineligibility by requesting a hearing with no fewer than three (3) of the NNRMLS Board Trustees (the "Panel") within seven (7) days of the action being taken. The decision of the Panel shall be final.*

HAVE YOU BEEN CONVICTED OF A CRIME WITHIN THE PAST SEVEN (7) YEARS? Yes No _____initial

_____(initial) ActiveKEY

- 2. **ActiveKEY lease:** In consideration of the sum of \$_____ including taxes, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby lease and assign the above noted ActiveKEY, any associated hardware and its PIN to Member, as long as Member is eligible to be held and used by Member pursuant to this Agreement.
- 3. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
- 4. **CURRENT UPDATE CODE:** Member acknowledges that the ActiveKEY remains continuously updated as long as it establishes connection with the UTCFS Network. If an ActiveKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS Support. Immediately upon return to service range, the key will resume continuously updating. **Update codes will only be issued to a Member who is in good standing with NNRMLS and one of its shareholder or customer associations (if applicable).**

_____(initial) eKEY

- 1. **eKEY license:** In consideration of the sum of \$_____ including taxes, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby license and assign the above noted eKEY, including the purchase of any associated hardware or adaptor (if applicable), and its PIN to Member to be held and used by Member pursuant to this Agreement.

- a. **eKEY Professional Software:** Enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions; to download, view, sort, and query multiple listing service data and agent roster data; and to upload, download, view, sort, and query property showing data.
 - b. **eKEY Basic Software:** Enables Keyholder to obtain a current update code; to open and perform other iBox functions; and to upload property showing data.
2. **USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
 3. **CURRENT UPDATE CODE:** Member acknowledges that the eKEY remains continuously updated as long as it establishes connection with the UTCFS Network. If an eKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS Support. Immediately upon return to service range, the key will resume continuously updating. **Update codes will only be issued to a Member who is in good standing with NNRMLS and one of its shareholder or customer associations (if applicable).**

FURTHER, both ActiveKEY and eKEY (referred to as KEY) Users Agree:

1. **SECURITY OF KEY:** The Member acknowledges that it is necessary to maintain security of the KEY to prevent its use by unauthorized persons. Consequently, the Member agrees:
 - a. To keep the KEY in Member's possession at all times.
 - b. To not allow his/her PIN to be attached to the KEY or to be revealed to any unauthorized person.
 - c. To not loan the KEY to any person, whether or not a real estate licensee, for any purpose whatsoever.
 - 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.
 - f. To immediately notify NNRMLS, either directly or through the Member's local service center, in writing of the loss or theft of the KEY and circumstances surrounding such loss or theft; this statement must be filed at the NNRMLS or the Member's local service center prior to issuance of a replacement KEY and payment of any applicable fees.
 - g. To follow all additional security procedures as specified by NNRMLS.
 - h. To not damage or deface the KEY.
2. **LOST KEY:** If the ActiveKEY or eKEY is ever lost or stolen, the Member agrees that the Key shall immediately be deactivated by the NNRMLS and/or the Member's local service center (if applicable). Each ActiveKEY will be labeled with a "reward" sticker and the phone number of the Member's local service center (if applicable). Member agrees to pay a \$25.00 reward if ActiveKEY is returned by anyone other than another Keyholder or a staff member of either NNRMLS or the Member's service center.
 - a. No loss, damage or destruction to any ActiveKEY or eKEY Software or to any other item included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.
3. **REPLACEMENT KEY:** The member is responsible for the cost to replace any Equipment that is lost, damaged or destroyed. Upon filing an affidavit of a lost/stolen ActiveKEY and payment of the current lost equipment fee (\$249.00 plus tax, subject to change), the Member may then lease a replacement ActiveKEY at the then current list price as established by the Member's local service center. Upon filing an affidavit of a lost/stolen eKEY, Member may license new eKEY Software from Member's local service center in consideration of the sum of \$_____.
4. **STATUS:** Member must be a member in good standing with NNRMLS and his/her local association in order to use the System. For clarification, failure to maintain the status of member in good standing will constitute an event of default under this agreement. Additionally, if BROKER/HOLDER fails to maintain active membership with the NNRMLS and/or its shareholder associations, Broker's KEY and KEYS of all licensees affiliated with the inactive broker will be inactivated. KEYS must be returned as provided herein. Even though inactivated by NNRMLS, KEY users will continue to be subject to the terms and conditions of this agreement until terminated.
5. **AUTHORIZATION:** Lockboxes may not be placed on a property without written authority from the seller. This authorization may appear in the listing contract or any other written document.
6. **RETURN OF ActiveKEY:** Member agrees to return the ActiveKEY to NNRMLS or his/her local service center at the time of the following events:
 - a. Immediately upon termination of BROKER or Member as an active user of NNRMLS and/or its shareholder associations.
 - b. Immediately upon termination of Member's association with BROKER for any reason.
 - c. Within 48 hours of receipt of a request to do so by NNRMLS and/or its shareholder associations.

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7. **RETURN OF eKEY:**

At the expiration of the Term or earlier termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall return all software media provided by UTCFS, which remains in Keyholder's possession, and shall delete all Software from all of Keyholder's personal computers and phones or devices.
8. **DEFAULT:** If Member fails to observe, keep or perform any obligation or provision of this agreement, in addition to any specific rights set out herein, the NNRMLS and/or the Member's local service center shall have the further right to exercise any and all of the following:
 - a. To deactivate the KEY;
 - b. To recover possession of an ActiveKEY wherever same may be located. Such obtaining of possession shall not constitute a termination of this agreement unless Member is so notified by NNRMLS and/or his local service center in writing;
 - c. To terminate this agreement
 - d. To hold inquiry proceedings as outlined in the NNRMLS Rules and Regulations;
 - e. To take legal action against Member (or inactive member if that is the case) to recover all damages incurred by NNRMLS resulting from such default and/or improper use of the KEY. If Member (or inactive member if that is the case) fails to return the ActiveKEY after notice of delinquency, Member agrees that any outstanding balance plus the sum of \$500.00 will be paid as liquidated damages for the reason that actual damages for breach of this agreement would be difficult to determine. _____
initial
 - f. To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover attorney fees and costs.

- g. NNRMLS may refuse to sell or lease lockbox keys, may terminate existing key lease agreement, and may refuse to activate or reactivate any key held by an individual who has become ineligible due to conviction of a crime within the past seven (7) years.
9. **INDEMNITY:** Keyholder shall indemnify and hold harmless the NNRMLS, its shareholder associations, UTCFS and their respective officers, employees and representatives against any and all claims, liabilities and cost including attorney fees, resulting from loss or improper use of the KEYHOLDER'S KEY, iBoxes, the System or any component of the System. This provision shall survive indefinitely.
10. **INSPECTION/KEY AUDIT:** NNRMLS or Member's local service center shall have the right to inspect the KEY assigned to the Member at all reasonable times and places. Member agrees to submit the KEY for inspection at NNRMLS's office or designated site when given not less than 48 hours written notice. In addition, Member agrees to submit the KEY for inspection on an annual basis for a key audit and at any other time upon oral request if it is believed that the integrity and security of the System are in jeopardy. A failure to comply with the terms of this paragraph shall constitute an event of default under this agreement.
11. **BROKER RESPONSIBILITY:** BROKER confirms that BROKER is both a licensed Real Estate Broker or Appraiser in the State of Nevada, and a current MLS participant. Further, BROKER confirms that: 1) Member is in fact associated with BROKER in an active effort to sell Real Estate or conduct appraisals through the same business office; 2) Member does have a current real estate or appraisal license; and 3) BROKER will notify NNRMLS or his/her local service center (if applicable) in writing should Member's association with BROKER be terminated. BROKER further agrees to supervise the Member's use of the KEY and System under this agreement.
12. **NOT A SECURITY SYSTEM:** Member acknowledges that neither the Service, the iBoxes or the KEY, nor any other UTCFS 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 KEYS or disclosure of Personal Identification Numbers compromises the integrity of the System. Member shall use his/her best efforts to insure the confidentiality and integrity of all components of the Service.
13. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of NNRMLS or other regulations/policies pertaining to iBoxes, ActiveKEYs, eKEYs 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. Any changes in the NNRMLS Rules and Regulations relating to the administration of the System shall be considered a part of this agreement and will supersede any provision herein. The Member agrees that violation of this agreement shall constitute a violation of the NNRMLS Rules and Regulations and possible assessment of fines up to the maximum allowed by the National Association of REALTORS® then current policies.

Member and Broker agree to the terms and conditions specified in this Agreement and any additional terms and conditions outlined in the Rules and Regulations of NNRMLS. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth herein.

x _____
KeyHolder's Signature (Member)

x _____
Broker of Record's Signature

KeyHolder's Name (please print)

Broker's Name (please print)

KeyHolder's Member Number (please print)

Broker's Company Name (please print)

Representative of NNRMLS or it's authorized Service Center:

BY: _____

DATE: _____