

## ADVANTAGE EXPRESS III USE AGREEMENT

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN THE WICHITA AREA ASSOCIATION OF REALTORS®/ Multiple Listing Service ("ASSOCIATION" OR "MLS") AND MLS Participant or Subscriber \_\_\_\_\_ ("Keyholder") regarding the use by the Keyholder of an electronic KeyBox system operated by the Association under license from Supra, Division of GE Interlogix, Inc. ("Supra").

### WHEREAS:

- A. The Association has contracted with Supra to obtain the Advantage Express III Key Control System ("System").
- B. The Association is making the System available to its MLS Participants and Subscribers.
- C. The Keyholder has leased from Supra an entry device with Personal Identification Number ("PIN").
- D. The Association wishes to make its MLS Participants and Subscribers ultimately responsible for the safekeeping of the KeyBox and Key.
- E. The Keyholder wishes to use the System.

### WITNESSETH:

The Association hereby authorizes the Keyholder to use the System on the following terms and conditions:

1. **STATUS:** The Keyholder must be a valid MLS Participant or Subscriber in good standing of the Wichita MLS in order to use the System.
2. **CURRENT UPDATE CODE:** Keyholder acknowledges that the Key has an update code and that this code expires daily, prohibiting further use of the Key until a new current update code is obtained. Update codes will only be issued to MLS Participants and Subscribers in good standing with the Wichita MLS.
3. **SECURITY OF KEY:** The Keyholder acknowledges that it is necessary to maintain security of the Key to prevent its use by unauthorized persons. (refer to Paragraph 6)  
Consequently, the Keyholder agrees to:
  - (a) keep the Key in the Keyholder's possession or in a safe place at all times;
  - (b) never allow his/her PIN to be attached to the Key;
  - (c) never loan the Key to any person, whether or not a real estate licensee, for any personal purpose whatsoever, or permit the Key to be used for any purpose by any other person;
  - (d) never assign, transfer or pledge this Agreement or the Key;
  - (e) follow all additional security procedures as specified by the Association;
  - (f) never damage or deface the Key; and
  - (g) immediately (within 48 hours) notify the Association of any change in company/office affiliation or termination.
4. **AUTHORIZATION:** The Keyholder will secure written authorization from the owner of any property prior to installation and use of a KeyBox on such property. The Keyholder agrees to disclose to the property owner that the KeyBox is not designed or intended as a security device.
5. **LOST KEY:**
  - (a) Lost or stolen Keys **MUST** be reported immediately (within 48 hours) to the Association.
  - (b) If the Key is lost or stolen, the Keyholder agrees that the Key will immediately be deactivated by Supra.
  - (c) A Loss-Stolen Product Affidavit must be provided to the Association as a condition to issue a replacement Key. Keyholder shall lease replacement equipment at the then current list price. If the original Key is found within 30 days, the new replacement key may be returned, and full payment will be refunded to Keyholder. After 30 days, there will be no refund, but the equipment may be returned to avoid future lease payments. The Keyholder shall abide by any penalties approved by the Association from time to time for the loss of the Key.

6. **DEFAULT:** If the Keyholder fails to observe, keep or perform any obligation or provision of this Agreement, the Association, in addition to any specific rights set out herein, shall have the further right to exercise any and all of the following:
  - (a) to direct Supra to deactivate the Key;
  - (b) to terminate this Agreement;
  - (c) to take legal action against the Keyholder to recover all damages incurred by the Association resulting from such default and/or improper use of the Key;
  - (d) to assess a fine for violations, which include, but are not limited to, attaching the PIN number to a Key or key pouch, or allowing any person, other than the assigned keyholder, possession of a key. The fine for a first violation is a \$300 fine; second and future violations within a 24-month period will result in a fine, which is double the previous fine.
  - (e) to pursue any other remedy at law or in equity.
  
7. **INDEMNITY:** The Keyholder covenants and agrees to indemnify and hold the Association harmless from any and all liability, obligations, or demands against the Association 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 Attorney's fees incurred by the Association as a result of damage or injury to premises or persons arising out of the use of the Key, KeyBox, or System by the Keyholder or by any other person. The Keyholder specifically waives, releases and holds harmless the Association from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the System. Neither Association nor Supra, nor its officers, agents, or employees, shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other claim arising out of or related to the use or implementation of the Service or the Software.
  
8. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of the MLS of the Association, or other policies 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 agrees that violation of this Agreement shall constitute a violation of the MLS Rules and Regulations and subject the Keyholder to fines and/or other discipline.
  
9. **WARRANTY:** The Association offers no warranty regarding the use or operation of a Key or any KeyBox. Supra provides a twelve (12) month warranty on new products, with exclusions for abuse or misuse. Warranty claims will be handled through Supra, which should be contacted when a problem with the equipment is experienced. Replacement of any product not covered under the original purchase or any extended warranty, or as a result of misuse or abuse, will be charged at the rate established by Supra in the Keyholder Lease.

*I have read this Agreement and I understand and agree to comply with its terms and conditions.*

Dated: _____	Firm Name _____
_____	_____
Keyholder Signature	Broker/Participant Signature
_____	Firm Address: _____
Printed Keyholder Name	City: _____ State: _____ Zip: _____
E-mail: _____	

If you forget your PIN#, the Association office can provide it for you. For security reasons, we must be able to verify who is calling, so please provide the information below. If you elect not to provide this confidential information, you must appear in person at the Association office, with a photo ID, to obtain your number.

City/State of Birth: \_\_\_\_\_ Mother's Maiden Name: \_\_\_\_\_