



**8. SECURITY OF ENTRY CARD.** HOLDER agrees:

- a) To keep the CARD in HOLDER's possession or in a safe place at all times.
- b) To not allow his/her personal ID number (PIN) to be attached to the CARD or identified as relating to or associated with the CARD.
- c) To not loan the CARD to any person, for any purpose whatsoever, and to not permit the CARD be used for any purpose by any other person, except as may be provided for by exception in the Rules and Regulations of the ISSUER.
- d) To not duplicate the CARD or allow any other person to do so.
- e) To not assign, transfer, or pledge this agreement or the CARD.
- f) To follow all additional security procedures as specified by ISSUER from time to time.
- g) To immediately notify ISSUER in writing of the loss or theft of a CARD, and the circumstances surrounding theft or loss.

**9. DEFAULT.** If HOLDER fails to observe, keep or perform any obligation or provision of this Agreement, ISSUER shall have the right to exercise any and all of the following:

- a) To deactivate the CARD;
- b) To terminate this Agreement;
- c) To take legal action against HOLDER to recover all damages incurred by ISSUER resulting from such default and/or improper use of the CARD;
- d) To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover reasonable attorney fees and costs.

**10. INSPECTION/ENTRY CARD AUDIT.** ISSUER shall have the right to inspect the CARD issued to HOLDER at all reasonable times and places. HOLDER agrees to submit the CARD for inspection at ISSUER's office not less than 48 hours after receipt of written notice. In addition, HOLDER agrees to submit the CARD for inspection at anytime upon oral request if ISSUER believes that the integrity and security of the system is in jeopardy. A failure to comply with the terms of this paragraph shall constitute an event of default under this agreement.

**11. INDEMNIFICATION.** HOLDER covenants and agrees to indemnify and hold ISSUER harmless from any and all liability, obligations, or demands against ISSUER as a result of HOLDER's loss or use of the CARD including, but not limited to, any and all liabilities, including attorney's fees, incurred by ISSUER as a result of damage or injury to property or persons arising out of the use by HOLDER or by any other person of the CARD.

**12. REIMBURSEMENT.** HOLDER agrees to reimburse ISSUER for any and all expenses incurred by ISSUER's attempting to recover the CARD from HOLDER as a result of HOLDER's failure to surrender the CARD or to enforce or interpret any of the provisions of this agreement, HOLDER agrees to pay all costs incurred by ISSUER together with reasonable attorney's fees as determined by the court both at trial and on appeal, if any.

**13. BROKER AND HOLDER RESPONSIBILITY.** BROKER confirms that BROKER is a licensed real estate broker (or certified or licensed appraiser) and a member of the ISSUER. Further, BROKER confirms that HOLDER is in fact associated with BROKER in an active effort to sell or appraise real estate through the same business office, that HOLDER does have a real estate license (or certified or licensed appraiser), and that BROKER is jointly and severally liable with HOLDER for all duties, responsibilities, and undertakings of HOLDER under this Agreement, provided, however that this Agreement shall not be construed to make HOLDER an employee of BROKER.

**14. AUTHORIZATION.** HOLDER will secure authorization from the owner or tenant in possession of any premises listed for sale prior to the installation and use of a Key Box on such premises. HOLDER agrees to use extreme care to ensure that all doors, windows, and the Key Box on the premises are locked. Prior to showing property listed for sale through the ISSUER containing the KeyBox HOLDER shall schedule a showing appointment with the listing office unless the MIS data sheet instructs otherwise. Failure to abide by this requirement may jeopardize HOLDER'S participation in SYSTEM and could result in a fine and/or loss of system privileges.

**15. DEACTIVATION.** HOLDER agrees that in any of the following events, the ISSUER shall have the right, but not the duty, to immediately deactivate the CARD so as to deny access to any Key Box associated with the SYSTEM.:

- a) Loss or theft of the CARD.
- b) Failure to submit the CARD for inspection or audit as provided hereunder.
- c) Failure to abide by ISSUER'S security procedures.
- d) Termination of membership of either HOLDER or BROKER as an active member in good standing of ISSUER.
- e) Breach of any of the terms of this agreement by HOLDER.

**16. RULES AND REGULATIONS, PENALTIES.** The Rules and Regulations of ISSUER are incorporated herein by reference as they now exist and as they may be amended from time to time. HOLDER and BROKER, where applicable, agree to comply with the aforesaid provisions and acknowledge that a violation of the terms of this Agreement shall constitute a violation of said provisions. Violations of the provisions and/or this Agreement, upon referral of the MIS Committee, shall be subject to the jurisdiction of the Professional Standards Committee of the Capital Area Association of REALTORS® in accordance with the provisions of the "Code of Ethics and Arbitration Manual" and any other rules, regulations or procedures promulgated by the ISSUER.

**17. NOTICES.** Any notice hereunder may be personally delivered, sent by regular or certified mail, postage pre-paid, to the parties at the address listed on the first page of this agreement, or sent by facsimile transmission. Notice will be deemed received three (3) days after mailing or immediately if sent by facsimile.

*UserAgree (01/09)*