



I, \_\_\_\_\_, acknowledge that I understand and will adhere to the Lock Box Operations Rules and Authorized Users, as stated below, in accordance with Section 20, of SJCBBR MLS Rules & Regulations, policies and Bylaws:

## 1. Lock Box Operations Rules

The electronic lock box access assigned to a brokerage firm may not be used under any circumstances by anyone other than the authorized users.

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

If an authorized user does not have access to the SJCBBR Multiple Listing Service, he must contact the listing agent prior to entering the property.

Each authorized user is eligible for only one form of electronic lock box access.

As between SJCBBR and the authorized users, title to the lock boxes will be held by SJCBBR and leased to authorized users as set forth in these policies and the Supra Keyholder Agreement. The lock boxes provided by SJCBBR and by subsequent addition to inventory, will be considered "leased" boxes. The inventory of these leased boxes will be controlled by SJCBBR.

Lock boxes received from SJCBBR, whether in an event to implement new technology (lock boxes) or otherwise, are leased boxes and are the property of SJCBBR and cannot be transferred between authorized users. These lock boxes should be returned to SJCBBR if not being used. If lock boxes are returned to SJCBBR, they can be reassigned by SJCBBR.

Only lock boxes provided by SJCBBR will be programmed to work in the SJCBBR lock box system. Lock boxes in the SJCBBR lock box system will not be deprogrammed to work in other lock box systems.

Every authorized Qualifying Broker may lease lock boxes provided by SJCBBR. An Annual Audit is performed in July of each year and the Qualifying Broker will report the location of all lockboxes leased to them. All lock boxes are provided at no charge.

Upon termination of membership from SJCBBR, the Qualifying Broker must return all lock boxes leased to them.

SJCBBR will assess a fee of \$100 for every lost, destroyed and unreturned lock box. Collection of these amounts will follow the SJCBBR collection policy and non-payment can result in suspension of membership.

## 2. Lock Box Authorized Users

Every REALTOR, and every non-principal broker sales persons and licensed or certified appraisers shall be eligible for electronic lock box access subject to signing an agreement as prescribed by SJCBBR and subject to the policies governing lock boxes. Alliance Members who are in the home inspection, photography/videography or other types of inspectors shall be eligible to contract for electronic lock box access. Alliance members of SJCBBR who contract for electronic lock box access will only have the "Call Before Showing" (CBS) access. These Alliance Members must meet the following conditions:

- A. The Owner/ Manager holds SJCBBR Alliance Membership.
- B. Each individual in the Alliance Company who contract for electronic lock box access must be listed with SJCBBR as an Alliance Member.
- C. The Alliance Company must provide evidence initially and annually of holding at least \$500,000 in liability insurance naming SJCBBR as additional insured and provide for a thirty day notice to SJCBBR before cancellation or expiration.
- D. Alliance Member contracting for Lock box access is required to complete an approved National Association of REALTORS 4 hour Code of Ethics Course within 90 days of activation.

No one shall be required to use a lock box or electronic lock box access. Any authorized user may resign from the electronic lock box access program provided that all leased equipment is returned and all financial obligations are brought current.



SJCBR may refuse to provide electronic lock box access, may terminate existing electronic lock box access agreements, and may refuse to activate or reactivate any electronic lock box access held by an individual convicted of a felony or misdemeanor, if the crime, in the determination of SJCBR, relates to the real estate business or clients, customers, or other real estate professionals at risk.

SJCBR will withhold electronic lock box access from provisional members who answered "Yes" to any of the disclosure questions on the New Member Application until membership is approved by the SJCBR Board of Directors.

SJCBR may suspend the right of authorized users following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of SJCBR, relates to the real estate business or which puts 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 lock box 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



This lease agreement is made on the date appearing on this document, by and between The San Juan County Board of REALTORS®, Inc. hereinafter known as the Purchaser-Lessor, and the Qualifying Broker whose name and address appears below, which may be a Qualifying Broker, Qualifying Broker/Owner or a Qualifying Broker for a corporation hereafter known as the Lessee.

1. WARRANTY. All items of Equipment and Software manufactured by Supra and used in connection with the Service are warranted against defects in workmanship and/or materials, to be fit for their intended purpose, and to conform in all material respects to their written specification for the Term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming Equipment or Software for the Term of the Agreement. The San Juan County Board of REALTORS® will return at its sole cost and expense any defective or nonconforming Equipment under warranty to Supra is at Supra's request, to Organization. This warranty does not extend to any loss, damage, or destruction caused by accident, abuse, neglect or misuse.

2. INDEMNITY. Lessee shall indemnify Supra and the San Juan County Board of REALTORS®, Inc. against, and hold Supra and/or the San Juan County Board of REALTORS® harmless from, any and all actions, suits, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the iBox BTLE, including Without Limitation the delivery, possession, use or loss by anyone other than Supra or the San Juan County Board of REALTORS®, or loss incurred in the recovery of the iBox BTLE. Notwithstanding anything in the Lease Order to the contrary. Lessee/Purchaser-Lessor shall not be liable and shall not have to defend, indemnify, or hold Supra harmless for claims of third parties arising out of the negligence of Supra, including negligent product liability.

3. ACCEPTANCE. Acceptance of the Lease/Order is expressly limited to the provisions hereof and constitutes the entire agreement between Lessee and the San Juan County Board of REALTORS®, Inc.

4. PERFORMANCE. All iBox BT LE are the property of the San Juan County Board of REALTORS®, Inc. and are leased out to the Lessee/Qualifying Broker without charge. Lessee agrees to abide by the San Juan County Board of REALTORS® rules and policies and complete an annual audit. A fee of \$100. (or price determined by Supra Corporation) will be charged for each iBox BT LE that is lost, broken, stolen or destroyed. The iBox BT LE must be installed and attached in a secure location. They must not be installed to gas meters, gas lines, water spigots or propane tanks.

5. RECEIPT. The Supplies/Service leased herein shall be in strict compliance with the terms and conditions contained herein and the provision of the Supra eKEY/DisplayKEY Lease Agreement, are hereby incorporated herein by this reference which Lessee hereby agrees that he/she has read, understand and is bound by such provisions.

The following iBoxes are Leased to Lessee / Qualifying Broker

Total iBoxes Leased: \_\_\_\_\_
Unit Price: -0-, Amount Due: -0-, + Sales Tax: -0-, = Total Paid -0- Issuer: San Juan County Board of REALTORS®, Inc

Serial #: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

I have read and understand the above policies and agreement.

Lessee / Office Name: \_\_\_\_\_ Office Mailing Address: \_\_\_\_\_
City / State / Zip Code: \_\_\_\_\_ Phone #: \_\_\_\_\_
Qualifying Broker License # \_\_\_\_\_

Signature of Lessee / Qualifying Broker \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_