

Supra EKey Use Agreement for LBAR Affiliate Members

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN THE LEXINGTON-BLUEGRASS ASSOCIATION OF REALTORS ("LBAR") AND _____ ("MEMBER") regarding the lease by the Member of the following software: eKEY PROFESSIONAL SOFTWARE (Serial # _____)

WHEREAS:

- A. The Association has contracted with Supra to obtain EKEY and iBox System.
- B. The Association is making the **Service** available to its members.
- C. The Affiliate has leased from the Association a *EKEY* with a Personal Identification Number ("PIN").
- D. The Association wishes to make its Affiliates ultimately responsible for the safekeeping of the *EKEY*.
- E. The Affiliate wishes to use the **Service**.

USE OF eKEY

1. **ALWAYS receive permission from the LISTING agent before entering the property.**
2. **The listing agent is the only person authorized to provide you the CBS code (if activated). Even if the buyer's agent knows the code – contact listing agent.**
3. **Be sure to lock all entry accesses, turn off lights, etc. before leaving and place key back in the iBox.**

Name: _____
(please print) _____ Date _____

Lexington-Bluegrass Association of Realtors

Affiliate Signature Member # _____

By: Elaine Hangis, CEO

Principle Affiliate Print Name _____

Company Name

WITNESSETH:

The Association hereby leases to the Member use of the **Service** on the following terms and conditions:

1. eKey LEASE: In consideration of the sum of \$252 per year, the Association does hereby lease and convey eKey _____ to Affiliate to be held and used by Affiliate pursuant to this Agreement.
2. **SECURITY OF eKEY:** The Member acknowledges that it is necessary to maintain security of the eKEY to prevent its use by unauthorized persons. Consequently, the Member agrees:
 - (a) to keep the eKEY in the Member's possession or in a safe place at all times;
 - (b) to not loan the eKEY to any person or to permit the eKEY to be used for any purpose by any other person;
 - (c) to not assign, transfer or pledge this agreement or the eKEY;
 - (d) to immediately notify the Association of the loss or theft of the eKEY and the circumstances surrounding such loss or theft;
 - (e) to follow all additional security procedures as specified by the Association.
3. **STATUS:** The Affiliate must be a member in good standing of the Association in order to use the System. For clarification the failure to maintain an Affiliate's status as an Affiliate in good standing of the Association will constitute an event of default under this agreement.
4. **LBAR MEMBERSHIP TERMINATION.** Upon failure to renew membership in LBAR, Member's access to the Service or any component of the Service shall be immediately deactivated by LBAR and/or Supra.
5. **DEFAULT:** If the Member 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 deactivate the *EKEY*;
 - (b) to terminate this agreement;
 - (c) to take legal action against the member to recover all damages incurred by the Association resulting from such default and/or improper use of the *EKEY*; and
 - (d) to pursue any other remedy at law or in equity.
6. **INDEMNITY:** The Affiliate 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 Affiliate of the key or lockbox system, including but not limited to any and all liabilities including lawyers fees incurred by the Association as a result of damage or injury to premises or persons arising out of the use by the Affiliate or by any other person of the Key or lockbox system. The Affiliate 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. Member further covenants that he or she (i) will not use or gain access to the source code for the Software; (ii) will not alter, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software; (iii) will not provide or otherwise make available the Software or any part or copies thereof to any third party and (iv) shall provide LBAR and Supra with written notice of any legal proceeding or arbitration in which Member is named as a defendant and that alleges defects in the Equipment or the KeyBoxes within five (5) days after Member receives written notice of such action. The obligations set forth in this Section shall survive termination of this Agreement.
7. **RULES AND REGULATIONS:** Those portions of the rules and regulations of the MLS of the Association or other regulations pertaining to Lockboxes, Cards 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 Affiliate covenants and agrees to comply with the provisions contained herein as well as any and all reasonable rules and regulations promulgated by the Association and contained with the MLS rules and regulations or other regulations (as they relate to Lockboxes, Keys and the System). The Affiliate agrees that violation of this agreement shall constitute a violation of the MLS rules and regulations.