

KeySafe Entry Card Usage Agreement for Supra DisplayKey

Agent's Name (HOLDER) *Please Print*

Office Name *Please Print*

The PARTICIPANT or subscriber/HOLDER who signs this agreement is authorized to be the exclusive holder of DisplayKey # _____ & PIN # _____. This authorization will continue as long as HOLDER complies with all the terms and conditions of this agreement; and in the event of any default by HOLDER, in addition to any other penalties assessed hereunder, the DisplayKey will be electronically deactivated without further notice. The participant who signs this agreement on behalf of the HOLDER unconditionally guarantees the full and prompt performance of this entire agreement. This agreement may be enforced by MLSListings, Inc. or San Mateo County Association of REALTORS® (SAMCAR) as appropriate.

PURPOSE: HOLDER shall use the DisplayKey only for the purpose of gaining authorized entry into real property on which a System KeySafe has been installed.

SECURITY OF DISPLAYKEY: HOLDER acknowledges that it is necessary to maintain security of the DisplayKey to prevent its use by unauthorized persons. Consequently, HOLDER agrees:

- A) To keep the DisplayKey in the HOLDER's possession or in a safe place at all times and at all times to be accountable for the DisplayKey.
- B) Not to allow the HOLDER's personal identification number (PIN) to be attached to the DisplayKey nor be disclosed to any third party.
- C) Not to loan the DisplayKey to **any** person, for **any** purpose whatsoever, or permit the DisplayKey to be used by **any** other person.
- D) Not to assign, transfer or pledge this DisplayKey Agreement.
- E) To possess only one Entry Card which allows the same access, regardless of subscriptions with MLSListings, Inc. and with other MLSs. If the HOLDER is found in violation, then the second Entry Card will be deactivated and any Entry Card payments relinquished.

I certify that the above DisplayKey is my only active SUPRA entry card.

Agent's Signature (HOLDER): _____

PAYMENT OBLIGATIONS: In consideration of this agreement, HOLDER agrees to remain current on all financial obligations to MLSListings, Inc. and all financial obligations to SAMCAR, including all dues, fees, and such other charges as are established from time to time by MLSListings, Inc. and by SAMCAR. Failure to remain current on HOLDER'S obligations will result in deactivation of the DisplayKey without further notice.

INDEMNITY: HOLDER indemnifies and holds harmless MLSListings, Inc. and SAMCAR from any and all claims arising out of HOLDER's possession and use of DisplayKey; and further agrees to reimburse MLSListings, Inc. and/or SAMCAR for all expenses incurred in enforcing the terms of this agreement, including attorney's fees.

LIQUIDATED DAMAGES: HOLDER agrees that the damages arising from any unauthorized use of the DisplayKey are extremely difficult to ascertain, and HOLDER therefore agrees that the damages for any such unauthorized use shall be liquidated in the amount of one thousand dollars (\$1,000) and the damages for attaching a PIN code to the DisplayKey shall be five hundred dollars (\$500). HOLDER's DisplayKey will be turned off until such time as liquidated damages are paid in full. Holder shall be entitled to a hearing under SAMCAR hearing procedures to show cause why such liquidated damages should not be imposed.

CRIMINAL PENALTIES: Take notice that any unauthorized use of the DisplayKey to enter a residence is a crime punishable by a fine and imprisonment under California Penal Code 602.5.

LEASE FEES: HOLDER agrees to pay the fees established by SAMCAR for the lease of the DisplayKey and the use of the DisplayKey System, *which are listed below at prevailing rates but may be from time to time amended:*

| | SAMCAR Member | Non-member |
|--|--|--|
| DisplayKey Lease Fee Non-refundable annual fee. Paid annually in advance. | \$180.00 (\$15/month prorated) | \$240.00 (\$20/month prorated) |
| DisplayKey Deposit | \$150.00 | \$200.00 |
| DisplayKey Replacement Replacement fee for lost DisplayKey is refundable if key is found & returned within 30 days. | \$125.00 | \$150.00 |

HOLDER must return DisplayKey to SAMCAR within forty-eight (48) hours of demand from SAMCAR, or within forty-eight (48) hours of the occurrence of any of the following events:

- A) The termination of PARTICIPANT's and/or HOLDER's participation in MLSEListings, Inc..
- B) The failure of PARTICIPANT and/or HOLDER to pay MLS fees or DisplayKey lease fees when due.
- C) The termination of HOLDER's association with the below named PARTICIPANT.
- D) The termination of PARTICIPANT's and/or HOLDER's activity as a licensed real estate broker or salesperson for whatever reason, including revocation or suspension of a valid real estate license, or in the event of death of the HOLDER.
In the event of death of HOLDER, within an appropriate time period HOLDER's heirs and/or personal representative shall surrender the DisplayKey to SAMCAR.
- E) The improper or unauthorized use of the DisplayKey by HOLDER or its use by any person other than HOLDER.

Agent's Signature (HOLDER)

Today's date

Broker's signature (PARTICIPANT)

Office Name

Broker Code