Key Agreement
for Supra Key

_________________________________            __________________________________
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 Key #____________________. 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 Key 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 Key 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 Key to prevent its use by unauthorized persons. Consequently, HOLDER agrees:

A) To keep the Key in the HOLDER’s possession or in a safe place at all times and at all times to be accountable for the Key.
B) Not to allow the HOLDER’s personal identification number (PIN) to be attached to the Key nor be disclosed to any third party.
C) Not to loan the Key to any person, for any purpose whatsoever, or permit the Key to be used by any other person.
D) Not to assign, transfer or pledge this Key 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 Key is my only active SUPRA key.

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 Key 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 Key; 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 Key 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 Key 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 Key to enter a residence is a crime punishable by a fine and imprisonment under California Penal Code 602.5.

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

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<tr>
<th></th>
<th>SAMCAR Member</th>
<th>Non-member</th>
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<tbody>
<tr>
<td>Key Fee</td>
<td>$240.00</td>
<td>$395.00</td>
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<tr>
<td>Non-refundable annual fee. Paid annually in advance.</td>
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<tr>
<td>DisplayKey Deposit</td>
<td>$150.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>DisplayKey Replacement</td>
<td>$125.00</td>
<td>$150.00</td>
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<td>Replacement fee for lost DisplayKey is refundable if key is found &amp; returned within 30 days.</td>
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HOLDER must return Key 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 MLSListings, Inc..
B) The failure of PARTICIPANT and/or HOLDER to pay MLS fees or Key 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 Key to SAMCAR.
E) The improper or unauthorized use of the Key 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 ________________________