

----- **SOUTH BEND** -----

SUPRA ELECTRONIC ACCESS CARD / KEYBOX LEASE AGREEMENT

IT IS HEREBY AGREED AMONG THE Multiple Listing Service of Greater South Bend-Mishawaka Association of REALTORS, Inc. (ISSUER)

_____ (BROKER) of _____ (COMPANY) and BROKER'S Associate,
_____ (HOLDER), as follows:

Access Card / Keybox Usage Fee: The ISSUER hereby acknowledges receipt of a one-time lease fee in the amount of \$_____0_____ from HOLDER. Delivery by ISSUER to HOLDER of the Access Card and Keybox shall prohibit ISSUER from making a claim for this fee. The fee shall be nonrefundable, and is for the use of the Electronic Access Card, Electronic Keyboxes and to cover the expense of servicing its lease payments and expenses of administering the system. HOLDER shall continue to possess the Access Card and keybox, and this agreement shall continue, until terminated as provided in paragraph 4.

Access Card / Keybox Receipt: HOLDER hereby acknowledges receipt of ACCESS CARD number _____ Serial Code # _____ and its secret code number from ISSUER.

Title to Access Card / Keyboxes: HOLDER acknowledges that the ACCESS CARD and KEYBOXES are and shall be the sole property of ISSUER.

Return of Access Card/Keyboxes: HOLDER agrees to return the ACCESS CARD and KEYBOXES within 48 hours of receipt of a request to do so by the ISSUER at the time of the following events:

- (a) Termination of either BROKER or HOLDER as a member of the ISSUER.
- (b) Termination of HOLDER'S association with BROKER for any reason.
- (c) Audit is conducted and HOLDER is in possession of KEYBOXES in excess of those being reasonably used by HOLDER. If HOLDER returns one or more Keyboxes under this subparagraph, 4(c), this Lease shall not be terminated as contemplated in paragraph 1.
- (d) The failure of either BROKER or HOLDER to comply with the terms of this Agreement and also with the rules and regulations, as may be amended from time to time.

In the event of death of HOLDER, HOLDER'S heirs or personal representative shall surrender the ACCESS CARD and KEYBOXES to the ISSUER within fifteen (15) days after requested to do so.

Security of Access Card and Keyboxes: 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) number to be attached to the Access Card or carrying case.
- (c) To not loan the Access Card or Keyboxes to any person, for any purpose whatsoever, or permit the card to be used for any purpose by any other person.
- (d) To not duplicate the Access Card or allow any other person to do so.
- (e) To not assign, transfer, or pledge this lease or the Access Card and Keyboxes.
- (f) To safeguard the Shackle Code for each Keybox from all other individuals and entities.
- (g) To follow all security procedures now existing or hereafter adopted by ISSUER.
- (h) To immediately notify ISSUER in writing of the loss, damage or theft of an Access Card or Keybox and the circumstances surrounding such loss, damage or theft.

Lost Access Card & Keyboxes: In the event HOLDER loses assigned Access Card and/or Keyboxes or fails to return Access Card and Keyboxes per agreement, HOLDER agrees to pay \$150.00 for each lost or unreturned Access Card and the current replacement cost for each lost or unreturned Keybox.

Inspections and Audits: ISSUER shall have the right to inspect Access Card and Keyboxes leased to HOLDER at all reasonable times and places. HOLDER agrees to submit the Access Card and/or Keyboxes for inspection at ISSUER'S office not less than 48 hours after receipt of written notice. In addition, HOLDER agrees to submit the Access Card for inspection on an annual basis for an Access Card audit, and at any other time 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 lease.

Indemnification: HOLDER and BROKER shall indemnify and hold the ISSUER harmless from and against any and all claims, lawsuits, and any and all liabilities of every kind and nature, including attorney's fees and court costs incurred by the ISSUER with respect to the HOLDER'S loss or use or alleged use of the Access Card and Keybox including but not limited to property stolen from the premises, damage to or use of the premises, or damage or injury to persons arising out of the alleged entry by HOLDER or any other person into any premises by use of the Access Card or failure to properly secure a property when using the Access Card.

Reimbursement: HOLDER agrees to reimburse the ISSUER for any and all expenses incurred by the ISSUER'S attempting to recover the Access Card and Keyboxes from HOLDER as a result of HOLDER'S failure to surrender the Access Card and Keyboxes in accordance with this agreement. In the event the ISSUER commences legal proceedings again, HOLDER to recover the Access Card or Keyboxes or to enforce or interpret any of the provisions of this agreement. HOLDER agrees to pay all costs incurred by the ISSUER including, but not limited to, reasonable attorney's fees.

BROKER'S Responsibility: BROKER confirms that BROKER is both a licensed real estate broker or a licensed or certified appraiser and the Participant of the ISSUER. Further, BROKER confirms that the 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 is a licensed or certified appraiser, and that BROKER will notify the ISSUER should the HOLDER or the BROKER terminate their relationship. BROKER agrees that he is jointly and severally liable with HOLDER for all duties, responsibilities, and undertakings of HOLDER under this agreement including, but not limited to, those set forth in the indemnification paragraph of this agreement.

Authorized: HOLDER will secure authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Keybox on such property. HOLDER agrees that extreme care shall be taken by HOLDER to ensure that the Keybox and all doors of any property entered by HOLDER through the use of the Access Card shall be locked when HOLDER leaves the property.

Bind and Benefit: This agreement shall bind and inure to the benefit of the parties hereto and HOLDER'S heirs and personal representative.

This agreement is signed this _____ day of _____, 20_____

HOLDER

BROKER

Signature

Signature

Printed or Typed Name

Printed or Typed Name

License Number

License Number

ISSUER: Multiple Listing Service of the Greater South Bend-Mishawaka Association of REALTORS, Inc.