

NORTH SHORE – BARRINGTON ASSOCIATION OF REALTORS®

Supra Electronic Keypad System Lease and Use Agreement

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN THE NORTH SHORE – BARRINGTON ASSOCIATION OF REALTORS® (NSBAR) AND _____, (REALTOR® MEMBER) regarding the lease by the REALTOR® Member of an electronic Keypad (Keypad) and the use by the REALTOR® Member of an electronic system operated by NSBAR under license from Supra Products Inc. WHEREAS:

- A. NSBAR has contracted with Supra Products to obtain the Key Control System (System).
- B. NSBAR is making the System available to its REALTOR® Members.
- C. The REALTOR® Member has leased from NSBAR a Keypad with Personal Identification Number (PIN).
- D. NSBAR wishes to make its REALTOR® Members ultimately responsible for the lease and safekeeping of the Keypad.
- E. The REALTOR® Member wishes to use the System.
- F. The key remains the property of the North Shore – Barrington Association of REALTORS®

WITNESSETH:

NSBAR hereby licenses the REALTOR® Member to use the System on the following terms and conditions:

1. **KEYPAD LEASE:** In consideration of the sum of \$ 144 for the first year in advanced and increased every year at the annual date of the Associations Organizational lease with Supra paid does here by lease and convey Keypad: # _____ and its PIN to REALTOR® Member to be held and used by REALTOR® Member pursuant to this Agreement.
2. **CURRENT UPDATE CODE:** REALTOR® Member acknowledges that the Keypad has an update code and that this code expires every day prohibiting further use of the Keypad until a new current update code is obtained from NSBAR through Kim via the cradle. **Update codes will only be issued to a REALTOR® Member in good standing with NSBAR.**
3. **SECURITY OF KEYPAD:** The REALTOR® Member acknowledges that it is necessary to maintain security of the Keypad to prevent its use by unauthorized persons. Consequently, the REALTOR® Member agrees:
 - (a) **To keep the Keypad in the REALTOR® Member's possession or in a safe place at all times;**
 - (b) **To not allow his/her pin to be attached to, or with the Keypad;**
 - (c) **To not loan the Keypad to any person whether or not a real estate licensee, to use the Keypad for any personal purpose whatsoever or to permit the Keypad to be used for any purpose by any other person;**
 - (d) **to not duplicate the Keypad or allow any other person to do so;**
 - (e) **to not assign, transfer or pledge this agreement or the Keypad without the written permission of NSBAR;**
 - (f) **to immediately notify NSBAR in writing of the loss or theft of the Keypad and the circumstances surrounding such loss or theft, and to cooperate with the proper authorities in reporting the loss;**
 - (g) **to not damage or deface the Keypad;**
 - (h) **To return the Keypad to the NSBAR office in Northbrook or Barrington, Illinois on termination of current affiliation or on notice from NSBAR.**
4. **AUDIT/INSPECTION OF KEYPAD:** Upon receipt of written notice, Keypad holder shall immediately submit the Keypad for inspection at the NSBAR office at a time designated by NSBAR. The Keypad shall be deemed lost if a Keypad holder refuses or is unable to demonstrate that the Keypad is within the Keypad holder's physical control. Those Keypads considered by NSBAR, at its discretion, to be lost will be deactivated immediately.
5. **STATUS: The REALTOR® Member must be a REALTOR® Member in good standing of NSBAR** in order to use the System. For clarification, the failure to maintain a REALTOR® Member's status as a REALTOR® Member in good standing of NSBAR will constitute an event of default under this agreement. Any sales associate or appraiser NOT currently affiliated with an eligible REALTOR® Member Broker/Appraiser will not be permitted to continue access to the System, even if said associate was previously affiliated with an eligible Broker/Appraiser, leases a Keypad, or has paid the access fee. When any associate/appraiser again becomes affiliated with an eligible Broker/Appraiser, system access will be reinstated from that time forward subject to payment of any access fee for the then current service period.
 - (a) When leaving NSBAR to join another association the keypad must be returned to NSBAR
 - (b) When leaving the business the keypad must be returned to NSBAR
6. **AUTHORIZATION:** The REALTOR® Member will secure written authorization from the owner of any property listed for sale for the installation and use of a Keybox on such property. Extreme care should be taken by the REALTOR® Member to ensure that all doors to the listed property and the Keybox are locked. **The REALTOR® Member agrees to disclose that the Keybox is not designed or intended as a security device.**
7. **LOST KEYPAD:** If the Keypad is ever lost or stolen, the REALTOR® Member agrees to **notify NSBAR immediately in writing** and that the Keypad shall be deactivated by NSBAR. If the REALTOR® Member thereafter desires a replacement Keypad, the REALTOR® Member shall lease a replacement Keypad from NSBAR at the then current list price plus a fee of **\$250 penalty.**
8. **DEFAULT:** If the REALTOR® Member fails to observe, keep or perform any obligation or provision of this agreement, NSBAR 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 Keypad;
 - (b) to terminate this agreement;
 - (c) to take legal action against the REALTOR® Member to recover all damages incurred by NSBAR resulting from

such default and/or improper use of the Keypad;
(d) To pursue any other remedy at law or in equity.

9. **INDEMNITY:** The REALTOR® Member agrees to indemnify and hold NSBAR harmless from any and all liability, obligation or demands against NSBAR arising out of the loss or improper use by the REALTOR® Member of the Keypad, Keybox, or System, including but not limited to any and all liabilities including lawyers fees incurred by NSBAR as a result of damage or injury to premises or persons arising out of the use by the REALTOR® Member or by any other person of the Keypad, Keybox, or System. The REALTOR® Member specifically waives, releases and holds harmless NSBAR from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the System.
10. **REIMBURSEMENT:** Keypad holder agrees to reimburse NSBAR for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against Keypad holder as a result of Keypad holder's failure to act in accordance with this Agreement. In the event NSBAR commences legal proceedings against Keypad holder to enforce or interpret any of the provisions of this agreement, Keypad holder agrees to pay all costs incurred together with reasonable attorney's fees as determined by the court both at trial and on any appeal.
11. **RULES AND REGULATIONS:** Those portions of the rules and regulations of NSBAR or other regulations pertaining to Keyboxes, Keypads 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 REALTOR® Member agrees to comply with the provisions contained herein as well as any and all reasonable rules and regulations promulgated by NSBAR and contained with the MLSNI rules and regulations or other regulations (as they relate to Keyboxes, Keypads, and the System). The REALTOR® Member agrees that violation of this agreement shall constitute a violation of the rules and regulations of NSBAR.
12. I understand that by providing my mailing address, email address, telephone number, and fax number, I consent to receive communications sent by or on behalf of the North Shore – Barrington Association of REALTORS® (and its subsidiaries and affiliates) via regular mail, email, telephone, or fax. I understand that NSBAR will not share my address/email/telephone/fax with other organizations but will with other members of NSBAR.

Agent ID# _____ Office ID# _____

(REALTOR® Member's Signature)

(Date)

PLEASE NOTE: Violations of Keypad security rules will incur fines up to \$1000.00. Please follow the security rules and regulations.