



**KOSCIUSKO BOARD OF REALTORS®
SUPRA EKEY AGREEMENT**

Definition: eKey User - Any REALTOR® of this association eligible to participate in the Indiana Regional MLS (IRMLS) upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. Under no circumstances is any individual or firm, regardless of membership status, entitled to eKey and lockbox service unless they hold a current valid real estate broker's license.

This Agreement is made and entered into by and between Kosciusko Board of Realtors® (KBOR) MLS and Designated REALTOR® :

(eKey User)

(Firm Name)

1. **eKey Activation** – The KBOR MLS hereby acknowledges receipt of the sum of a non-refundable \$100.00 from new eKey User which represents an activation fee to be paid to KBOR MLS for the activation of eKey which will allow the eKey User to gain entry to electronic keyboxes authorized for use by members of KBOR MLS.
2. **System Access Fee** - So long as this agreement remains in effect, the User agrees to pay a system access fee which is incorporated into their current 2018 monthly MLS fee of \$60 for the use of the eKey and participation in the keybox program. The failure of the User to pay the system access fees timely shall constitute a default under this agreement and entitle KBOR MLS to terminate this lease and all further rights of User to use the eKey application.
3. **Termination of eKey Service** - The eKey will be terminated immediately due to the following:
 - (a) Termination of Broker as a member in association with KBOR and MLS.
 - (b) Termination of eKey User's affiliation with Designated Broker (Owner) for any reason.
4. **Security** -
 - (a) Keep the eKey Application in User's possession and safe place at all times.
 - (b) Do not allow any person, for any purpose whatsoever, to utilize eKey Application.
 - (c) Notify KBOR immediately in writing of the loss or theft of cell phone carrying the eKey Application.

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5. **Indemnification** – eKey User agrees to indemnify and hold the KBOR MLS and their Officers, Directors, Staff harmless from any and all liability, claims, causes of actions, suits, obligations, or demands including, but not limited to, attorney’s fees incurred by KBOR MLS asserted against KBOR MLS as a result of eKey User’s use of the eKey resulting in damage or injury to a premise(s) or persons arising out of the their use or by any other person(s), use of eKey app.

6. **Authorization** - eKey User will secure authorization from the owner and/or tenant, if required by the lease, in possession of any property listed for sale or lease prior to the installation and use of an electronic keybox on such property. Extreme care should be taken to ensure that the property is secured and the electronic keybox is operated properly.

EXECUTED at Kosciusko County, Indiana this _____ day of _____ 2018

eKey User’s Signature

Firm

eKey User’s Real Estate License No.

Approved by KBOR MLS: _____

Date: _____