



Chesapeake Bay & Rivers Association of  
REALTORS®

CBRAR Property Services, Inc.

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## **New MLS Only Office**

**MLS Membership is under the broker so the broker must join, then agents under the broker can join. Agents not wanting to join can be waived.**

Please supply the following information and complete the following forms. Email application to [cbrarmls@cbrar.com](mailto:cbrarmls@cbrar.com) or fax to 804-776-0270.

- Agreement to Participate form**
- Add Form for the broker and all agents wanting to join**
- MLS Subscription Waiver form for agents not interested in joining our MLS**
- Office Support Staff form (staff access is invoiced to the broker)**
- Lockbox Broker User Agreement form**
- Supra Lockbox Broker Request form**
- Supra eKey Form OR Cooperating Key Form (Please use Cooperating Key Form if you already have a Supra key through another association or MLS)**
- Letter of Good Standing from the Primary Associations of the brokers and agents wanting to join**
- Office Roster**

**Please call or email CBRAR for Association Dues and MLS Fees amounts.**

**New Member Invoices will be available for payment after agent's application has been processed. You will receive an email stating the availability of the invoices and instructions on how to pay.**

**NOTE:** Your broker in the office your license hangs must be CBRAR MLS Member in order for you to be able to join.

CBRAR uses the Supra Lockbox system. Please contact CBRAR at [cbrarmls@cbrar.com](mailto:cbrarmls@cbrar.com) or 804-776-0568 for information on getting a CBRAR eKey. There is no charge for a CBRAR eKey with membership.

Please call or email questions to [cbrarmls@cbrar.com](mailto:cbrarmls@cbrar.com) or 804-776-0568.



**CBRAR Property Services, Inc.**

**Multiple Listing Service**

6814 Teagle Lane

Gloucester, Virginia 23061

This Company, \_\_\_\_\_, agrees to participate in the Chesapeake Bay & Rivers Association of REALTORS®, Inc., Multiple Listing Service starting \_\_\_\_\_, 20\_\_\_\_.

There are \_\_\_\_ (number) licenses on file with the company. I hereby acknowledge and agree to the following terms and conditions of this Agreement:

1. Pay a one time non-refundable participation fee for ~~\$1,000.00~~. \$750.00
2. All participating agents with CBRAR-MLS must hold "Active Licensees" (as defined in the Operating Rules and Regulations) and CBRAR-MLS must have a copy of those licenses.
3. The company is responsible for full and total payment of a \$51.00 month MLS user fee for each agent, due quarterly at \$153.00 a quarter.
4. The company is responsible for full and total payment of each MLS subscription for each agent that subscribes at a cost of current price per book plus tax, due quarterly.
5. Furnish the CBRAR-MLS Committee a complete roster of licensees on file with the company.
7. To hold the Chesapeake Bay & Rivers Association of REALTORS® and Corelogic, blameless for any errors, omissions, withdrawal without notice or any other action.
8. Increase the number of agents accessing the MLS and subscribing to the book at any time during the term of this Agreement; and that any such increase shall remain in effect until such time as the appropriate forms are submitted to the CBRAR-MLS to delete or waiver (as defined in the Operating Rules and Regulations) the agent's access or subscription to the Service.

I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS. I further agree to abide by the Operating Rules and Regulations of the Chesapeake Bay & Rivers Association of REALTORS®, Inc. Multiple Listing Service and to be bound by the Code of Ethics of the National Association of REALTORS® on the same terms and conditions as the Chesapeake Bay & Rivers Association of REALTORS® members, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the National Association of REALTORS® and the Chesapeake Bay & Rivers Association of REALTORS®. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed. I acknowledge receipt of the CBRAR-MLS Operating Rules and Regulations.

Signed \_\_\_\_\_  
Participating Broker

Date \_\_\_\_\_

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax



# CBRAR Property Services, Inc.

Multiple Listing Service

6814 Teagle Lane

Gloucester, Virginia 23061

## New User Add Form

**\*\*Agent will not be added until DPOR License shows agent registered with office\*\***

FIRM # \_\_\_\_\_

DATE \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Agent Name \_\_\_\_\_ Lic.# \_\_\_\_\_

Choose a password \_\_\_\_\_ (at least 3 characters) Contact phone# \_\_\_\_\_

Agent email \_\_\_\_\_

### Section I. Please check one of the options below:

\_\_\_\_ Agent is a member of the \_\_\_\_\_ Association of REALTORS®. A letter of Good Standing from agent's primary REALTOR® association must accompany this application if agent is not a member of CBRAR.

\_\_\_\_ Agent is joining the Chesapeake Bay & Rivers Association of REALTORS®. CBRAR Membership Application, dues and application fee must accompany this application.

### Section II. Requires Applicant Signature.

I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules and other obligations of participation including payment of fees. I confirm that I currently and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Section III. Please Have Your Broker Complete:

I, \_\_\_\_\_, the broker of the above named office, hereby register the REALTOR® listed above as an authorized user of CBRAR Property Services, Inc. MLS under my membership. I understand the following:

1. My firm is responsible for CBRAR MLS fees and fines incurred by this user.
2. I am responsible for ensuring that this user complies with CBRAR MLS policies and the CBRAR MLS Rules and Regulations.
3. CBRAR Property Services, Inc. Board of Directors reserves the right to deny or revoke CBRAR MLS for any person.
4. The user will continue to be able to use CBRAR MLS and incur fees until and unless I cancel their registration or the CBRAR Property Services Board of Directors revokes their MLS privileges.
5. Non-registered licenses and support staff may not use CBRAR MLS in any way unless properly registered with CBRAR as support staff, and they must use it solely to assist their employer.
6. If any non-registered person uses the MLS in any way through my membership, my firm is responsible for fees applied retroactively from the date of first use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established). My firm is also subject to penalties including, but not limited to, a fine not to exceed \$2,500.00 as determined by the CBRAR MLS Board of Directors.

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

**APPLICATION FOR WAIVER OF CBRAR MLS SUBSCRIBER  
FEES FOR AFFILIATED LICENSED REALTORS® OR APPRAISERS**

The individual(s) named in Broker MLS Waiver Certification Form ("Waiver Applicant(s)") shall be exempt from payment of the Chesapeake Bay and Rivers Multiple Listing Service, Inc. ("CBRARMLS") MLS Subscriber fee so long as such Waiver Applicant(s) currently satisfies and continues to satisfy ALL of the following requirements:

1. Waiver Applicant is NOT a listing agent for any active listing included in the CBRAR MLS;
2. Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the CBRAR MLS;
3. Waiver Applicant does NOT directly or indirectly access or use in any manner whatsoever the listing information stored in the CBRAR MLS. Such access and use includes, but is not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the CBRAR MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information from the CBRAR MLS; and
4. Waiver Applicant does NOT use, directly or indirectly, in any manner whatsoever information from the CBRAR MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees and does not participate in listing or sales activity requiring licensure for any properties listed in the CBRAR MLS.

**CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT/ DESIGNATED BROKER**

I certify that the Waiver Applicant(s) named herein on Broker MLS Waiver Certification Form is/are affiliated with me and meet ALL of the above requirements, and therefore is/are eligible for a waiver of each Waiver Applicant's CBRAR MLS Subscriber fee. I understand that I will need to supply an additional signed Broker MLS Waiver Certification for any future Waiver Applicants. Further, I agree to notify CBRAR within 10 calendar days if any Waiver Applicant remains affiliated with me but has become ineligible for a waiver of the fee. Simultaneously with such notice to CBRAR MLS, I will either (i) sever the agent from this office, or (ii) inform the agent that said agent must subscribe to CBRAR MLS within 3 business days of the notification to CBRAR MLS. Such affirmative notice to CBRAR MLS, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall therefore not incur the penalties described below.

I understand that any violation of the conditions of this waiver will result in automatic revocation of this waiver for the individual Waiver Applicant. I agree to pay any and all CBRAR MLS Subscriber fees, retroactive to the beginning of the current billing year for each Waiver Applicant that has had his or her waiver revoked, within 10 calendar days after the Waiver Applicant becomes ineligible for a waiver of the CBRAR MLS Subscriber fee. I acknowledge that non-payment of the fee(s), by the due date, as indicated on the associated invoice from CBRAR MLS, will result in the CBRAR MLS access for myself and all Subscribers associated under my CBRAR MLS participation being suspended until such time as all fees have been satisfied.

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Signature of MLS Participant/ Designated Broker      Printed Name of MLS Participant/ Designated Broker      Date

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Print Company Name      Office Broker Code

A waiver becomes effective immediately upon receipt and processing by CBRAR MLS of a properly completed application form provided the Applicant satisfies all requirements listed above. Approved waivers shall remain in effect until the applicant becomes an active subscriber, changes brokerages, or subsequently fails to satisfy any of the waiver requirements. Applicant will be notified by CBRAR MLS if this application is not approved.

### Broker MLS Waiver Certification

Participant/Designated Broker certifies that the following real estate and appraiser licensees meet all the requirements for receiving a CBRAR MLS fee waiver as described herein:

	Applicant Name	Waiver Applicant MLS Affiliation	Real Estate License.#
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Attach additional sheets as necessary.

\_\_\_\_\_  
Signature of Designated Certifying Broker

\_\_\_\_\_  
Printed Name of Designated Certifying Broker

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Office ID

\_\_\_\_\_  
Date



**CBRAR Property Services, Inc.**  
 Multiple Listing Service  
 6814 Teagle Lane  
 Gloucester, Virginia 23061

## Support Staff Add/Delete Form

Email to: cbrarmls@cbrar.com or  
 Fax to: 804-776-0270

### Section I: Complete this Section to Register Support Staff

FIRM # \_\_\_\_\_ DATE \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Staff/Assistant's Name \_\_\_\_\_ Contact phone# \_\_\_\_\_

Choose a password \_\_\_\_\_ (at least 3 characters) Staff/Assistant's Email Address \_\_\_\_\_

Staff/Assistant's email address: \_\_\_\_\_

\_\_\_\_\_ User is to be added as Office Staff

\_\_\_\_\_ User is to be added as Personal Assistant to: \_\_\_\_\_

I agree as a condition of participation in the CBRAR MLS to abide by all relevant bylaws, rules and other obligations of participation.

\_\_\_\_\_  
 Staff Person's Signature Date

I hereby request CBRAR Property Services, Inc. to register the above-named individual. I certify that the above individual is employed by our firm or is employed by a licensee affiliated with our firm. I realize that I am responsible for limiting the use of the information by the above-named individual to help a CBRAR MLS subscriber who is affiliated with our firm and that I may not allow the person access to the information for their own personal use. I understand that access to the CBRAR MLS is limited to those users who are registered with CBRAR Property Services, Inc. Furthermore, I agree to notify CBRAR Property Services, Inc. at such time the individual is no longer affiliated with our firm. I understand the following:

1. I am responsible for ensuring that this user complies with CBRAR MLS polices and the CBRAR MLS Rules and Regulations.
2. CBRAR Property Services, Inc. Board of Directors reserves the right to deny or revoke CBRAR MLS Services for any person
3. Non-registered licenses and support staff may not use CBRAR MLS in any way unless properly registered with CBRAR as support staff, and they must use it solely to assist their employer.
4. If any non-registered person uses the MLS in any way through my membership, my firm is responsible for fees applied retroactively from the date of the fist use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established). My firm is also subject to penalties including, but not limited to, a fine not to exceed \$1,000.00 as determined by the CBRAR MLS Board of Directors.

\_\_\_\_\_  
 Broker's Signature Date

### Section II: Complete this Section to Cancel Support Staff Access:

FIRM # \_\_\_\_\_ DATE \_\_\_\_\_

Office Name: \_\_\_\_\_

User Name: \_\_\_\_\_

\_\_\_\_\_  
 Broker's Signature Date



**CBRAR Property Services, Inc.**  
Multiple Listing Service  
6814 Teagle Lane  
Gloucester, Virginia 23061

## **Lockbox Designated Broker User Agreement**

This agreement is made and entered into \_\_\_\_\_ (date), by and between CBRAR MLS Property Services, Inc, the Designated Broker of record and/or transfers signing this document on behalf of the Company. It is understood if the Designated Broker signing this agreement changes, this agreement will transfer automatically to the new Designated Broker of record.

\_\_\_\_\_  
Designated Broker Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Office Number(s)

**Lockboxes are leased by the Designated Broker from CBRAR MLS Property Services, Inc. at no charge.**

The Designated Broker will need to email or fax a CBRAR MLS Supra Lockbox Request Form at least 24 hours in advance to request lockboxes. The Designated Broker may give permission on the form if they would like for someone to pick up the boxes for them. Lockboxes not picked up within 7 days of the request will be transferred back to CBRAR MLS inventory and a new request from the Designated Broker will be required.

The Designated Broker understands that the lockboxes are the property of CBRAR MLS and the Designated Broker will be responsible for the lockboxes. **The Designated Broker assumes full responsibility for the cost of replacing lost lockboxes.**

A lost/stolen or damaged lockbox must be reported to CBRAR MLS as soon as possible. The Designated Broker will be charged an amount equal to CBRAR MLS's replacement cost plus an administration fee for the lost/stolen or damaged lockbox. If a previously lost or stolen lockbox is found within 90 days, the Designated Broker will be refunded the cost paid for the lockbox. If a damaged or defective lockbox is not returned to the association office and the Designated Broker, agent or office disposes of it, the Designated Broker will be charged for replacement costs for the box.

If a lockbox is defective and has to be cut off a listing the Designated Broker must bring the lockbox back to CBRAR MLS within 30 days so that it may be sent back to Supra for replacement.

Lockboxes must be returned to CBRAR MLS within 15 days upon termination of service for any reason.

Failure to return the lockboxes will result in the Designated Broker being charged all costs associated with replacement of the lockboxes.

**Lockbox Fees and Penalties:** The Designated Broker will pay any fees associated with the lockbox service within 20 days of being invoiced by CBRAR MLS. Service charges due to late payment will be 10% of the total unpaid invoice and applied on the 21<sup>st</sup> day of being invoiced.

**If the Designated Broker fails to pay CBRAR MLS by the 30<sup>th</sup> day of being invoiced, CBRAR MLS will deactivate and terminate all of the Designated Broker's and their Agent's XpressKey or eKey and access to CBRAR MLS lockbox service until the Designated Broker has paid the total amounts due.**



If such costs and unpaid fees are not paid within 60 days of the billing date, CBRAR MLS shall have the right to file suit against the Designated Broker for the full amount due plus statutory interest, court costs, attorney's fees, other costs of litigation and suspend MLS service of the Designated Broker.

**Lockbox Audit:** CBRAR MLS will audit the lockbox inventory annually. The Designated Broker agrees to respond within 14 days to requests for written certification of possession of CBRAR MLS-owned lockboxes leased by the Designated Broker.

Audit inventory requests not received from the Designated Broker within 14 days will result in the lockboxes being marked as lost/stolen and the Designated Broker will be invoiced replacement costs for the boxes.

CBRAR MLS may at its discretion request the Designated Broker to return lockboxes for redistribution or maintenance. Designated Broker agrees to return lockboxes to CBRAR MLS at the Designated Broker's expense within 14 days of receipt of request from CBRAR MLS.

**Indemnification:** Designated Broker agrees to indemnify and hold CBRAR MLS Property Services, Inc., Chesapeake Bay & Rivers Association of REALTORS® and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against CBRAR MLS resulting from loss, use or misuse of the CBRAR MLS Supra Lockbox System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by Designated Broker as a result of damage to property or injury to persons arising out of entry by any person into any premises by use of the CBRAR MLS Supra Lockbox System.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Designated Broker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CBRAR MLS Property Services, Inc COE or Staff

\_\_\_\_\_  
Date



**CBRAR Property Services, Inc.**  
Multiple Listing Service  
6814 Teagle Lane  
Gloucester, Virginia 23061

## Supra Lockbox Request Form

I request \_\_\_\_\_ CBRAR MLS Supra lockboxes to supplement the additional active and pending listings now held by my company. I understand that the additional lockboxes fall under the CBRAR Property Services, Inc. Lockbox Broker User Agreement signed by me.

Date of Request: \_\_\_\_\_ Office Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(Please Print)

Designated Broker Name: \_\_\_\_\_  
(Please Print)

Designated Broker Signature: \_\_\_\_\_

Boxes may only be picked up by the Broker or by someone designated by the Broker in advance.

Broker designates \_\_\_\_\_ to pick up lockboxes for this request.

**Note: Fax 804-776-0270 or email [cbrarmls@cbrar.com](mailto:cbrarmls@cbrar.com) this form. Your request will be processed and if current listing inventory warrants the issue of additional boxes, your office will be notified. Boxes may only be picked up by the Designated Broker, or by someone designated by the Designated Broker in advance.**

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CBRAR Use Only:

Date: \_\_\_\_\_

Current lockbox inventory: \_\_\_\_\_

# of additional boxes to be issued: \_\_\_\_\_

Total boxes now assigned: \_\_\_\_\_

Staff initials: \_\_\_\_\_



## CBRAR Property Services, Inc. / Virginia MLS CoOP SUPRA Key Application

Participants and Subscribers, in good standing with Central Virginia Regional MLS (CVR MLS) are eligible to apply for CBRAR MLS SUPRA Key service. Applications must be signed by both the applicant and the Designated REALTOR®/Broker Participant. **A letter of good standing from the REALTOR® association where Applicant holds primary membership and the MLS listed below must accompany this application.**

Name \_\_\_\_\_ NRDS # \_\_\_\_\_

Real Estate License # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Cell # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address (required) \_\_\_\_\_

Firm Name \_\_\_\_\_ Firm MLS ID \_\_\_\_\_

Firm Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Office phone \_\_\_\_\_

Applicant is a subscriber/participant, in good standing with: \_\_\_\_\_ CVR MLS \_\_\_\_\_ CBRAR

Applicant currently holds a Supra Key from: \_\_\_\_\_ REIN \_\_\_\_\_ VPAR \_\_\_\_\_ Other, Name: \_\_\_\_\_

If Yes, add: Current Supra Key serial # \_\_\_\_\_ PIN # \_\_\_\_\_

I, \_\_\_\_\_ (Name of Applicant) acknowledge that I have read and agree to comply with the CBRAR Property Services, Inc. (CBRAR MLS) Rules and Regulations as may be from time to time amended. A copy of the CBRAR MLS Rules and Regulations can be found online at [www.cbrar.org](http://www.cbrar.org).

I understand that violations of CBRAR MLS Rules and Regulations, Article 12 SUPRA LOCKBOX AND Keyholder Rules including failure to follow showing instructions, disclosing my CBRAR MLS Supra KEY PIN and sharing my CBRAR MLS KEY are grounds for termination of CBRAR MLS SUPRA KEY services.

By signing below I consent that the CBRAR Property Services, Inc. (CBRAR MLS) may contact me at the specified address, telephone numbers, email address or other means of communication available. This consent applies to any and all changes in contact information that may be provided by me to the CBRAR MLS in the future. I recognize that certain state and federal laws may place limits on such communication and as part of my subscription I am consenting to waive those limitations. I acknowledge that CBRAR MLS's primary form of communication with its members is electronic mail (email) and I understand that it is my responsibility to notify CBRAR MLS immediately of any change to my email address.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker Participant/Designated REALTOR® PRINT Name \_\_\_\_\_

Broker Participant/Designated REALTOR® Signature \_\_\_\_\_ Date \_\_\_\_\_

## Key Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

### **1. LEASE AND LICENSE**

- a. **XpressKEY.** If selected, Organization leases to Keyholder, and Keyholder leases from Organization, the XpressKEY (the "XpressKEY") (which may be new or refurbished). The equipment and software incorporated in the XpressKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data.
- b. **eKEY Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.
- c. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes").
- d. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the XpressKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

### **2. SERVICE**

- a. The Software, the equipment incorporated in the XpressKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."
- b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.
- c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.
- d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

**3. TERM** This Agreement shall commence on the date set forth in the signature block and have a term ("Term") until the date set forth on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

### **4. PAYMENTS**

- a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**
- b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.
- c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.
- d. **EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.**

**5. TITLE AND USE** The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

### **6. RISK OF LOSS; RETURN OF EQUIPMENT**

- a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: **XpressKEY - \$249.00; XpressKEY screen - \$40.00.** Replacements may be refurbished Equipment.
- b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Equipment or components leased and licensed pursuant to this Agreement. All Equipment or components leased and licensed herein shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

**7. REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

- a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a

third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. **That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

## **8. DEFAULT**

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

## **9. RIGHTS AND REMEDIES**

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

**10. ARBITRATION; LITIGATION** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

**11. NOTICES** All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

## **12. TERMINATION**

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

**13. WARRANTY** The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace

such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

**14. GENERAL PROVISIONS**

- a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.
- b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.
- c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.
- d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- g. This Agreement shall be governed by the laws of the State in which Organization is located.
- h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

**Sub-Lease/License Agreement – Page 4**

**CBRAR Property Services, Inc.**

**SIGNATURES:**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

**For Keyholder:**

**For Organization:**

Signature \_\_\_\_\_

By: *Catherine Grigelis*

Printed

Name: \_\_\_\_\_

Title: MLS Coordinator

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**TERM OF AGREEMENT:**

The term of this Agreement commences on the date set forth in the signature block and ends on \_\_\_\_\_ unless terminated earlier as provided in Section 12 of the Agreement.

**Association Staff Only**

eKEY Basic Software: \_\_\_\_\_