

**Kingsville Board of REALTORS  
MULTIPLE LISTING SERVICE  
"KEY" LICENSE AGREEMENT**

This agreement is made on the last day written below by and between the Kingsville Board of REALTORS Multiple Listing Service ("KBORMLS"), the named active member of KBORMLS identified below (the "Keyholder"), and the Participant of KBORMLS identified below (the "Participant"). KBORMLS hereby licenses the use of electronic entry device equipment: DisplayKEY (Serial # \_\_\_\_\_) and DisplayKEY Cradle (Serial # \_\_\_\_\_) (hereinafter the "Key"), along with its personal identification number (PIN) to Keyholder, to access the Keybox System operated by KBORMLS pursuant to the following terms and conditions. Participant guarantees the performance of Keyholder as set forth herein.

1. **License and Sub-License to Use:** Upon payment of a refundable deposit, as established by the Kingsville Board of REALTORS Board of Directors, and provided Participant and Keyholder are not otherwise in default of this Agreement, Keyholder is granted a revocable license to use the Key in connection with the Keyholder's normal and customary activities as a licensed real estate broker. In particular, KBORMLS hereby grants to Keyholder (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which KBORMLS licenses from Supra, Division of GE Interlogix, Inc. ("Supra"), which is necessary for the use and operation of the Key (the "Network") and (ii) a limited, non-exclusive, nontransferable sub-license to use the software KBORMLS licenses from Supra (the "Software") for the term of this agreement. The Key, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide's published by Supra, which will be provided to Keyholder and is incorporated herein by reference.

Keyholder acknowledges that, in order to make the Service available to Keyholder, KBORMLS and Supra entered into a Services and Administration Agreement effective as of **September 29, 2003** (the "Administration Agreement") and also an Organization Lease effective as of **September 29, 2003** (the "Organization Lease"), that provide, among other things, the terms under which Supra will provide the Service to KBORMLS. **Keyholder understands that, if either the Administration Agreement or the Organization Lease are terminated for any reason during the Term of this Lease, the Service will no longer be available to Keyholder and this Lease will terminate in accordance with Section 10 below.** Keyholder further acknowledges and agrees that, under the terms of the Administration Agreement and of the Organization Lease, KBORMLS may elect a different Service or choose to upgrade the Service at any time during the Term of this Lease, which may result in an increase of the System Fee (as defined in Section 3(a) below) and/or the termination of this Lease. Except as the rights and obligations of Keyholder and KBORMLS under this Lease may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and KBORMLS with respect to the Service are governed solely by the terms and conditions of this Lease. Keyholder acknowledges that failure of KBORMLS to perform its obligations under the Administration Agreement and/or the Organization Lease may detrimentally affect Keyholder's use of the Service.

2. **Purpose:** Keyholder shall use the Key only for the purpose of gaining authorized entry into real property on which a System Keybox has been installed. Extreme care shall be taken by Keyholder to ensure that all doors to the listed property and the Keybox are securely locked upon exit. Keyholder acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of KBORMLS.
3. **Security of the Key and Keyholder's Responsibility:** Keyholder and Participant acknowledge that it is necessary for Keyholder to maintain security of the Key to prevent its loss or its use by unauthorized persons. Consequently Keyholder and Participant guarantee:
  - a. To, at all times, keep the Key in the Keyholder's possession or in a safe place and to be fully accountable to KBORMLS for the Key.
  - b. To not attach the Keyholder's PIN to the Key nor disclose to any other party the Keyholder's PIN.
  - c. To not loan the Key to or permit the Key to be used by any other person for any purpose whatsoever.
  - d. To not assign, transfer, or pledge the Key or this License Agreement. This license is personal to Keyholder.

- e. To immediately notify KBORMLS by telephone of the loss or theft of the Key and to file a written Lost Key Report with KBORMLS within forty-eight (48) hours of the loss or theft. The written report must state the circumstances surrounding said loss or theft.
  - f. To notify KBORMLS within forty-eight (48) hours of any change in firm affiliation or membership status change. In the event of a change in firm affiliation, to deliver a new licensing agreement signed by the new Participant to KBORMLS within forty-eight (48) hours or return the Key to KBORMLS in good condition and make all payments due hereunder.
4. **Audit/Inspection of Key:** KBORMLS may conduct an annual audit of Keys or may conduct more frequent inspections of Keys at any time for any purpose. At the time and date scheduled by KBORMLS (in the case of an annual audit) or not later than three (3) business days after other KBORMLS request (in the case of inspections required by KBORMLS for other purposes), Keyholder shall deliver the Key to KBORMLS for inspection by KBORMLS. Keys not timely delivered shall be deemed lost. Lost Keys shall be deactivated and the Keyholder (and Participant as the guarantor) shall be subject to fines and penalties as outlined in the KBORMLS Rules and Regulations.
5. **Indemnity:** Keyholder and Participant shall indemnify, defend, and hold harmless KBORMLS and Supra for, from, and against any and all actions, suits, costs, expenses, damage, disabilities and liabilities (including attorney fees) of any kind or nature arising out of or in any way connected with the use, misuse, or loss of the Key or breach of this Agreement, including, without limitation, the delivery, possession, use, or loss by anyone other than KBORMLS and/or Supra, and costs incurred in the recovery of the Key. Additionally, Keyholder covenants and agrees that neither KBORMLS 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.
6. **Reimbursement:** Keyholder and Participant agree to reimburse KBORMLS for any and all expenses incurred in attempting to enforce, against the Keyholder, any or all terms and conditions contained herein should the Keyholder fail to act in accordance with this Agreement. In the event KBORMLS commences legal proceedings against the Keyholder to enforce or interpret any of the provisions of the Agreement, Keyholder and Participant agree to pay all costs incurred together with reasonable attorney fees as determined by the court both at trial and any subsequent appeal. Venue shall be in state or federal court in Kleberg County, Texas.
7. **Revocation:** This license may be revoked immediately by deactivation of the Key upon occurrence of any one of the following:
  - a. Failure to comply with any of the terms and conditions outlined in this Agreement and in the KBORMLS Rules and Regulations in respect to the Key and any other aspect of the Keybox System.
  - b. Ceasing to be a member in good standing of KBORMLS.
8. **Violations:** Violation of any of the terms and conditions outlined in this Agreement and in the KBORMLS Rules and Regulations in respect to the Key and any other aspect of the Keybox System, including, but not limited to, allowing the use of the Key by an unauthorized person or abusing the System's security, will subject the Keyholder to loss of access to the System, deactivation of the Key, and fines as outlined in the KBORMLS Rules and Regulations or as determined by the Kingsville Board of REALTORS Board of Directors.
9. **Warranty:** KBORMLS makes no representation and offers no warranty regarding the use of or operation of a Key or any Keybox, and Keyholder and Participant shall hold KBORMLS harmless for any damages or liability concerning use or operation. In the event the manufacturer provides a warranty, all claims will be handled through KBORMLS. The Keyholder should contact KBORMLS if a problem occurs with any of the System's equipment.
10. **RETURN OF THE KEY UPON TERMINATION:** If the Keyholder is inactive (between affiliations) for more than two (2) business days or leaves KBORMLS altogether, Keyholder or Participant shall return the Key and all associated equipment to the KBORMLS office at the time of the Keyholder's inactivation. If it is the current key and it is in good working order, KBORMLS will refund the deposit on file as specified in the KBORMLS Rules and Regulations.

**I have read this agreement and I acknowledge receipt of a Key along with this license for its use. As the Keyholder, I understand and agree to comply with its terms and conditions. I further agree to follow all rules and regulations as set forth in this Agreement and the KBORMLS Rules and Regulations in respect to the Key and any other aspect of the Keybox System.**

\_\_\_\_\_  
Keyholder Name (Type or Print)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Keyholder Signature

\_\_\_\_\_  
Date

**As a Participant of KBORMLS, I agree to inform KBORMLS immediately of the termination or transfer to another firm of any licensee who is a Keyholder affiliated with me. I further agree to be jointly and severally liable with the Keyholder for all costs, fees, and compliance with the terms and conditions as outlined in this Agreement and in the KBORMLS Rules and Regulations in respect to the Key and any other aspect of the Keybox System.**

\_\_\_\_\_  
Participant Name (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

**For KBORMLS Office Use Only**

\_\_\_\_\_  
Key Number

\_\_\_\_\_  
Agent ID

\_\_\_\_\_  
Deposit Amount

\_\_\_\_\_  
Payment Type

\_\_\_\_\_  
Deposit Date

\_\_\_\_\_  
Staff Initials