

Supra Rules and Regulations to the KEYHOLDER Service

PRINT NAME: _____ DATE RECEIVED: _____

SIGNATURE: _____ MEMBER #: _____

1. **Possession of Key:** Each KEYHOLDER may possess **ONLY ONE KEY** at a time. If a key is lost or requires replacement for any reason, the replacement cost for the key shall be the replacement price set forth in the Lease.
2. **Current Update Code:** The key has an update code that expires daily to prohibit further use of the key until a new current update code is obtained from SUPRA or the ADMINISTRATOR (ORRA) (as defined in the Administration Agreement) and entered into the key. Update codes shall be issued only to KEYHOLDERS in good standing with the ORGANIZATION. A KEYHOLDER is in good standing if he or she is in full compliance with all obligations related to the Service, including, without limitation, the Administrator's (ORRA) Membership Terms and these Rules and Regulations.
3. **Security of Equipment:** It is necessary to maintain the security of each key and the Personal Identification Number ("PIN") of each key to prevent the use of the key by unauthorized persons. Each party in possession of a key, whether such key is being actively used or not, shall abide by the following conditions:
 - a. To keep the key in such party's possession or in a safe place at all times;
 - b. Not to allow the PIN for the key to be attached to the key for any purpose whatsoever or to be disclosed to any third party;
 - c. Not to lend or otherwise transfer the key to any other person or entity, or permit any other person or entity to use the key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or sales person.
 - d. Not to duplicate the key or allow any other person to do so;
 - e. Not to assign, transfer or pledge the key;
 - f. Not to destroy, alter, modify, disassemble or tamper with the key or knowingly or unknowingly allow anyone else to do so.
 - g. To notify the ADMINISTRATOR (ORRA) immediately in writing, and in any event within 48 hours, of a loss or theft of the key or any KeyBoxes, and of all circumstances surrounding such loss or theft;
 - h. To complete and deliver to the ADMINISTRATOR (ORRA) a stolen key affidavit (provided upon request by ORRA) prior to and as a condition of the issuance of a replacement key;
 - i. To follow all additional security procedures as specified by the ADMINISTRATOR (ORRA); and
 - j. To safeguard the code for each KeyBox from all other individuals and entities, whether or not they are authorized users of the Service.
4. **Authorization:** Before a KeyBox is installed or used on any piece of real property, the prior written authorization to install or use a KeyBox must be obtained from the property owner, as well as from any tenant(s) in possession of the property, if applicable. Extreme care shall be used to ensure that all doors to the listed property and the KeyBox are locked. All owners and/or tenant(s) of real property shall be informed that the KeyBox is not designed or intended as a security device.
5. **Statement of Administrative Procedures and Operating Standards:** EACH KEYHOLDER AND THE ORGANIZATION ACKNOWLEDGES THAT THE USE OF THE SERVICE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THE ADMINISTRATION AGREEMENT AND THAT FAILURE OF SUPRA OR THE ADMINISTRATOR TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS UNDER THE ADMINISTRATION AGREEMENT MAY DETRIMENTALLY AFFECT SUCH PARTY'S USE OF THE SERVICE. EACH KEYHOLDER AND THE ORGANIZATION EXPRESSLY WAIVES ANY RIGHT TO EXERCISE ANY RIGHT OR REMEDY ARISING UNDER, RELATING TO OR BY VIRTUE OF ANY DEFAULT BY ANY PERSON UNDER THE ADMINISTRATION AGREEMENT AND/OR UNDER ANY OTHER AGREEMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE USE OR LEASING OF THE SERVICE. EACH KEYHOLDER AND THE ORGANIZATION FURTHER ACKNOWLEDGES AND AGREES THAT THE

ADMINISTRATOR MAY EXERCISE ANY REMEDIES ANY OF THEM MAY HAVE UNDER THE ADMINISTRATION AGREEMENT.

6. **Acknowledgment:** Each party using a key, KeyBoxes or the Service hereby acknowledges that neither the service, the KeyBoxes nor the keys, or any other SUPRA product used in connection with the Service is a security system. The Service is a marketing convenience key control system, and as such, any loss of keys or disclosure of Personal Identification Numbers compromises the integrity of the Service and each party agrees that it will use its best efforts to insure the confidentiality and integrity of all components of the Service.
7. **Misuse of Supra Key:** Any misuse of the Supra Key will be considered a violation of membership duties under ORRA Bylaws.
 - a. All KEYHOLDERS are strictly forbidden to lend their keys to any individuals for any reason.
 - b. In the event that the KEYHOLDER'S misuse has been noticed to the Association, the following actions will apply:
 - (1) Notice will be given to the KEYHOLDER of the apparent misuse, with the opportunity for the user to appear before the Board of Directors to show cause why his/her key privileges should not be suspended or terminated and a fine levied.
 - (2) The following penalties may be applied:
 - First offense: Fine up to \$1,000 and his/her key service may be turned off for a period of up to six months.
 - Second offense: Fine up to \$5,000 and his/her key service to be terminated for up to three years.
 - c. ORRA may refuse to lease a key or may terminate existing keys held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
8. **Misuse of Lockbox:** Any misuse of the Lockbox will be considered a violation of membership duties under ORRA Bylaws.
 - a. Lockbox violations shall include, but are not limited to, unauthorized use of the lockbox, as outlined below:
 - (1) Not replacing the house key and/or lockbox key container.
 - (2) Leaving the lockbox on the property after the listing expires and/or closes or change of ownership. The lockbox must be removed within **five calendar days** after closing and/or expiration or termination of listing contract; after the five days, removal of the lockbox by the new listing broker is permitted.
 - (3) Taking the key from the lockbox of a former listing agency to put in a new listing agency's lockbox without written authorization of the seller.
 - (4) Allowing an unauthorized person to use a lockbox. An unauthorized person is defined as someone not authorized by the listing agent, including but not limited to members of the public, customers, or clients.
 - (5) Handing over the house key to another agent for showing after your showing.
 - (6) Unauthorized removal of the lockbox.
 - (7) Entering a lockbox property without proper authorization from the listing office.
 - (8) Compromising the security of the property and/or the integrity of the system.
 - b. In the event the lockbox holder's misuse has been noticed to the Association, the following actions will apply:
 - (1) Notice will be given to the lockbox holder of the apparent misuse, with the opportunity for the user to appear before the Board of Director or a subcommittee of the Board of Directors, approved by the Chairman of the Board, to show cause why his/her lockbox privileges should not be suspended or terminated and a fine levied.
 - (2) Those members found in violation may be fined up to \$1,000, but not less than \$50 per offense.

FOR QUESTIONS REGARDING THESE RULES AND REGULATIONS PLEASE CONTACT ORRA AT 407.253.3580