



ELECTRONIC KEY POLICY

for Affiliate Members of the Omaha Area Board of REALTORS®

1. Electronic keys are the property of the supplier and are not the property of the Affiliate Member.
2. Not all Affiliate members are eligible to use the electronic key system. Only Affiliate members engaged in approved service activities with an approved application may use the electronic key system.
3. The electronic key system may be used only for purposes directly related to the Affiliate member's business.
4. All Affiliate members agree to abide by the bylaws, MLS rules and policies, and the electronic key system policies, and to familiarize themselves with the REALTOR® Code of Ethics and to conduct their business in conformance with these principles.
5. Affiliate members may be reprimanded, fined, or placed on probation, suspended or expelled for a violation of these tenets for conduct, which in the opinion of the Board of Directors, applied on a non-discriminatory basis, reflects adversely on the term REALTOR®, REALTORS®, and the real estate industry, or for conduct that is inconsistent with or averse to the objectives and purposes of the REALTOR® organization. Affiliate members may be assessed fines up to \$15,000 and/or the loss of key privileges as a result of violations.
6. It is a violation to transfer or to loan the electronic key to any person or entity without first having obtained permission from MLS.
7. It is a violation to disclose a personal identification number (PIN), or to allow a PIN to be obtained by any other person or entity, or to write the PIN on the electronic key, or attach the PIN to the electronic key.
8. It is a violation to use the electronic key to gain access to a property, or to allow any other person to gain access to a property, without first having obtained specific permission for the access from the listing agent or the listing broker.
9. It is a violation of policy to fail to give notice to the MLS should the key be lost, stolen, or otherwise outside their control and possession.
10. Affiliate members agree to indemnify, defend and hold harmless the Omaha Area Board of REALTORS®, the Great Plains REALTORS® MLS, its employees, directors, officers, agents, representatives, 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, or in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred due to a violation of the policy or the use of the electronic key issued to an Affiliate member.
11. MLS is not liable for an Affiliate member's use or inability to use the electronic key.
12. Affiliate members with access to the electronic key system, shall at all times maintain Liability Insurance from a recognized agency with general commercial liability insurance coverage in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 aggregate.