



## Electronic Key Agreement and Guidelines

For eligible Affiliate Members of the Omaha Area Board of REALTORS®

For the convenience of our REALTOR® members and the business service advantage of our Affiliate Members, as well as to better serve the owners of real estate listed with our membership, the MLS key is now available to our Affiliate members in the following real estate service industries: public utility, pest control, home warranty, home inspection, radon testing and redemption, photography, mold testing, home staging and interior home repair.

Great Plains REALTORS® MLS (MLS) and the Affiliate Member in good standing with the Omaha Area Board of REALTORS® named below (AFFILIATE) agree as follows:

1. MLS authorizes AFFILIATE to lease an electronic key which AFFILIATE acknowledges is the property of a supplier and is not the property of OABR or AFFILIATE. AFFILIATE agrees to execute a Keyholder Agreement with the supplier before using the electronic key.
2. AFFILIATE certifies that he or she is engaged in a real estate service industry as one that is approved by the OABR Board of Directors, described above, and that the key will be used solely for purposes related to the AFFILIATE'S business specified in the affiliate application.
3. AFFILIATE agrees to abide by the bylaws, rules and policies of the MLS and of the Omaha Area Board of REALTORS®, and to familiarize himself or herself with the REALTOR® Code of Ethics and to conduct his or her business in conformance with its principles. Any member may be reprimanded, fined, 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 adverse to the objectives and purposes of the REALTOR® organization.
4. AFFILIATE agrees violations of the bylaws, rules, policies, code of ethics as stated above, or any violation of this agreement may result in loss of key privileges and/or fines assessed up to \$15,000.
5. It is a violation for AFFILIATE to transfer or loan the electronic key to any person or entity. It is also a violation for AFFILIATE to disclose his or her personal identification number (PIN), or to allow the 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. Violation of this rule will result in the termination of key service and loss of future key privileges.
6. It is a violation for AFFILIATE 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. Violation of this rule will result in termination of key services and loss of future key privileges.
7. AFFILIATE agrees to immediately give notice to MLS if the key is lost, stolen, or otherwise outside the control and possession of AFFILIATE. Failure to notify MLS will result in termination of key services and loss of future key privileges.

8. AFFILIATE and AFFILIATE's employer acknowledge and agree to indemnify, defend and hold harmless MLS and its employees, directors, officers, agents, representatives, successors and assigns from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities, 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 by MLS in such proceeding due to a violation of the agreement or the use of the electronic key issued to AFFILIATE.
  
9. MLS shall not 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 AFFILIATE's use or inability to use the electronic key.
  
10. AFFILIATE shall furnish a Certificate of Liability Insurance from a recognized agency in the Affiliate Business Name with Great Plains REALTORS® MLS identified as the Certificate Holder that indicates general commercial liability insurance coverage in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. AFFILIATE agrees to maintain insurance coverage during the entire period of this agreement. Failure to maintain current insurance will result in suspension of AFFILIATE key service pending receipt of a renewed certificate of insurance.
  
11. If requested by MLS, AFFILIATE will furnish proof of any license, permit or other documentation evidencing AFFILIATE'S ability to lawfully participate in a real estate service industry described above, in which AFFILIATE participates.
  
12. The Agreement is terminable by either party on written notice to the other at the address shown below. Upon termination, AFFILIATE agrees to immediately return the key to MLS.

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

\_\_\_\_\_  
**AFFILIATE Business Name**

\_\_\_\_\_  
**AFFILIATE (Print Name)**

\_\_\_\_\_  
**AFFILIATE (Signature)**

\_\_\_\_\_  
**AFFILIATE's Employer (Print Name)**

\_\_\_\_\_  
**AFFILIATE's Employer (Signature)**

**Great Plains REALTORS® MLS**  
**11830 Nicholas Street**  
**Omaha, NE 68154**

Received By: \_\_\_\_\_

Send notices to:  
 Electronic Key Manager  
 Great Plains REALTORS® MLS  
 11830 Nicholas Street  
 Omaha, NE 68154  
 Fax: 402-619-5559