



## **ELECTRONIC KEY AGREEMENT**

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

Great Plains REALTORS® MLS (MLS) and the Affiliate Member in good standing with the Omaha Area Board of REALTORS® named below (AFFILIATE) in exchange for valuable consideration, 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 MLS 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 the real estate service industry described in the attached Affiliate Membership application and that the key will be used solely for purposes related to that business.
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 acknowledges and agrees that fines and/or the loss of key privileges may result for violation of the bylaws, rules, policies or code of ethics cited above or for a violation of this agreement. AFFILIATE acknowledges that fines may be assessed up to \$15,000.
5. It is a violation for AFFILIATE to transfer or loan the electronic key to any person or entity without first having obtained permission from MLS. 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.
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.
7. AFFILIATE agrees to immediately give notice to MLS if the key is lost, stolen, or otherwise outside the control and possession of AFFILIATE.
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 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 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; \$2,000,000 aggregate. AFFILIATE agrees to maintain insurance coverage during the entire period of this agreement.
11. The Agreement is terminable by either party on written notice to the other at the address show below. On termination hereof, AFFILIATE agrees to immediately return the key to MLS.

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

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

\_\_\_\_\_  
**Affiliate Business Name**

**By:** \_\_\_\_\_

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

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

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

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

Send notices to:

Electronic Key Manager  
Great Plains REALTORS® MLS  
11830 Nicolas Street  
Omaha, NE 68154  
FAX: 402-619-5559