

## **Arlington Board of REALTORS® Key\KeyBox System Rules and Regulations**

The following Rules and Regulations (the “Rules”) have been established by the Arlington Board of REALTORS® (ARBOR) for the members (Associates) who use the Key\KeyBox System of ARBOR. The Rules shall remain in force and effect until changed or modified by the Board of Directors of ARBOR.

1. **Use of KeyBoxes on Property:** Associates are not required to place KeyBoxes on listed property. Associates are encouraged to use a KeyBox on all listed property.
  
2. **More than One KeyBox on Property:** Associates may place both a recording electronic KeyBox and a combination (non-recording, manual) lockbox on the same property. The use of two Supra Keyboxes are prohibited on the same property.
  
3. **Updating of Supra Keys:** Associates’ ActiveKEYs will update wirelessly every night as long as the key has been within cell service for 10 continuous minutes within the last 24 hours. If it has not, the Associate will need to update the key through KIMvoice, SupraWEB or Supra Support. Keys need to be recharged with the adapter that was provided along with their ActiveKEY. There is a \$50.00 charge for replacement of Key due to low battery.
  
4. **Conditions of Key Use:**
  - a. An Associate may not use his/her Supra Key or manual lockbox codes to access any KeyBox without first calling the listing agent (or, if applicable, calling the appropriate showing system utilized by the listing office) to ascertain the availability of the property, make an appointment with the owner, and obtain and follow any other instructions from the listing office or appropriate showing system. If the listing agent has indicated in the MLS that the property is vacant and has authorized “GO” in the MLS, then the Associate may proceed to the property and use the Supra Key or manual lockbox codes to obtain entry through the KeyBox.
  - b. An Associate showing property must access a KeyBox with his/her own Supra Key or manual lockbox codes and secure property key in KeyBox upon completion of showing, thus forcing any agents who thereafter enter the property to use their own Supra Keys or manual lockbox codes to gain access to the property in order to keep accurate showing records?
  - c. Upon receipt of a written complaint against a member alleging violation of the Rule requiring an Associate to make an appointment and to follow showing instructions to show property through the listing office or appropriate showing system, ARBOR staff will notify that member in writing that the matter will be referred to the MLS Committee for action.

5. **Supra Key and KeyBox Changes:** Changes requested by an Associate for programming of his or her Supra Key or his or her KeyBox may be made by the ARBOR staff. The ARBOR staff members authorized to make such changes are also authorized to:

- a. Reprogram an Associate's personal identification number ("PIN").
- b. Reprogram the shackle code on a KeyBox based on a request of the lessee of the KeyBox.

6. **Transfer of KeyBoxes:** Associates may transfer Supra KeyBoxes from one Associate to another by using the LockBox Transfer Form and delivering it to ARBOR in person or by fax. Verbal transfers are not accepted. Associates who transfer Keyboxes are required to notify ARBOR of the KeyBox serial number and the name of the person now responsible for that KeyBox. Both Associates signatures are required to transfer KeyBoxes. The \$10.00 KeyBox deposit is transferred between the two participating Associates. ARBOR is not responsible for the transfer of the KeyBox deposit.

7. **Return of Supra Key and Materials:** Each Keyholder acknowledges that the Supra Key and all related equipment covered by the lease and use agreement remain the property of ARBOR. Upon return of the Supra Key and all related equipment and materials in good condition and in working order within 48 hours of receipt by Keyholder of a request to do so by ARBOR or within 90 days after any of the following events, then the actual amount of the Keyholder's deposit will be refunded to the Keyholder:

- a. Termination of either Broker or Keyholder as an active member of ARBOR in good standing as a REALTOR® or MLS Participant.
- b. Termination of Keyholder's affiliation with Broker for any reason. If Keyholder fails to return the Supra Key, KeyBoxes and all related equipment and materials on or before the applicable deadline specified above then no refund will be paid. If a Keyholder requests the use of any Supra Key not previously returned to ARBOR, an \$85 deposit will be assessed to re-connect the Key service.

8. **Loan of Supra Key:** Associates shall not loan, give, or allow the use of their Supra Key or manual lockbox codes by other persons or Associates at any time with the exception of a temporary loan to an Associate of the same brokerage firm made necessary by Supra key failure. The person who holds the lease on said Supra Key is ultimately responsible for key usage. If the MLS Committee determines that a Supra Key or manual lockbox codes has been loaned or borrowed or used in violation of this Rule, the following minimum fines may be assessed against each Associate who loaned and/or borrowed the Supra Key or disclosed manual lockbox codes:

- a. First Offense - \$50.00 fine  
Second Offense - \$100 fine  
Third Offense – Possible suspension or revocation of Supra Key privileges with no refund of security deposit. If the MLS Committee determines that a Supra Key or manual lockbox codes has been loaned or given to any other person, not an Associate, in violation of this Rule, the following minimum fine may be assessed against the Associate who loaned the Key or disclosed the manual lockbox codes:
- b. \$500 plus sanctions for allowing unauthorized use of Supra Key or manual lockbox codes by unlicensed / unauthorized person(s).

9. **Supra Key Agreement:** Associates must execute an Electronic Supra Key Lease and KeyBox Use Agreement prior to being issued a Supra Key. ARBOR will enforce all of the terms and provisions contained in said Electronic Supra Key Lease and KeyBox Use Agreement. If an Associate ceases to have a current or valid Agreement, the Associate shall still be bound by all these Rules so long as such Associate is in possession of a Supra Key or KeyBox. Any violation or breach of the terms and conditions of the Electronic Supra Key Lease and KeyBox Use Agreement shall be deemed a violation of these Rules.

10. **KeyBox Assignment and Checkout:** A KeyBox may be checked out only by the Listing Associate with the Listing on which the KeyBox will be placed. If anyone other than the Listing Associate will be checking out or signing for Keyboxes on behalf of the Listing Associate, ARBOR must have written authorization on file at ARBOR offices before KeyBoxes are checked out. All KeyBoxes checked out by the Listing Associates or their Assigned representative are the responsibility of the Listing Associate, regardless of any period of time, or Listings the KeyBox may have been placed on.

11. **Cleanliness of Keyboxes:**

Keybox(es) must be returned in good and clean condition or the Associate forfeits their keybox(es) deposit(s).

12. **KeyBox Inventory:** An Associate may maintain a number of Keyboxes of his/her active and pending listings based upon the following inventory amounts:

- “0” (zero) listings = no Keybox inventory
- 1-10 listings = 2 keyboxes
- 11-20 listings = 4 keyboxes
- 21 + listings = 5 keyboxes
- No more than 5 keyboxes for any inventory level

It is the Associate’s responsibility to return their inventory surplus Keyboxes to ARBOR as soon as possible. In the event the Associate’s KeyBox inventory is recalled in compliance with the Electronic Supra Key and Keybox Use Agreement, and the Associate fails to respond or comply with request to return Keyboxes, ARBOR’s Staff will notify the Associate’s Designated REALTOR/Manager or Participant at least 24 hours prior to the suspension of the Associate’s Key Services. Key Services will not be suspended on a Friday or the day before a holiday.

- a. It shall be the responsibility of the KeyBox holder to enter the KeyBox serial number in MLS listings. MLS requires entry of the serial number in the KeyBox# field. Invalid KeyBox numbers entered in the MLS are subject to Fines if not correct. Fines will be assessed to the KeyBox holder.

13. **Abandonment of KeyBox:** Upon receipt of a complaint regarding the abandonment of a KeyBox at a property, ARBOR will orally notify the KeyBox holder that a complaint has been filed. The KeyBox holder shall have 48 hours from the notification to remove the KeyBox from the property. If the KeyBox is not removed within such 48 hour period, ARBOR staff will have keybox removed from said property at a cost of \$75 plus additional locksmith fees and the agent deposit shall be forfeited.

14. **Missing Keybox Container:** In the event that the container to a Keybox is missing, Keyholder will need to complete the Missing Keybox Container Form. Keyholder will forfeit the \$10.00 Keybox Deposit due to the loss of the container and will be required to place another \$10.00 deposit for the Keybox should the Keyholder choose to continue to use the Keybox on a property. The Keyholder will be required to notify the homeowner on whose listing the Keybox was placed if the key is missing or recovered.

15. **Malfunctioning Keybox:** In the event a Keybox malfunctions, the keyholder will present the Keybox to ARBOR staff for replacement if:

a. Jammed key containers – ARBOR staff will make best effort to remove the keys in the container at no charge to Keyholder, although there is no guarantee of any key removal.

b. Shackles – If the shackle will not release when Keybox is on a property, at the request of the Keyholder, ARBOR will have the Keybox removed from the property by a locksmith and returned to ARBOR for a fee of \$75. IF the Keybox proves to be defective, the Keyholder will be credited the \$75 removal fee.

16. **Assignment of Codes:** PIN codes will not be issued to any Associate except in person. For security purposes, no PIN codes will be issued by telephone, electronic mail, or facsimile. Associates may obtain shackle codes and CBS codes directly from SupraWeb. Shackle codes and CBS codes will be issued by telephone only after verification of Associate's identity. Associates shall never carry their PIN codes together with a Key. A list of KeyBoxes, shackle codes, and CBS codes assigned to Associate in a particular brokerage office may be obtained by the Participant upon request to ARBOR. All requests for information must be picked up in person, by the Participant requesting the information or sent to an email address specified by the Participant.

17. **Keys Non-Transferable:** Supra Keys are not transferable. Associates, Affiliate members or Unlicensed Assistants who no longer need or desire a Supra Key must return the Supra Key to ARBOR to receive a refund of the deposit. Supra Keys may not be transferred from Unlicensed Assistant to another Unlicensed Assistant or from one Affiliate member to another Affiliate member

18. **Credits:** The credit of KeyBox deposits, if any, will be issued in the name of the person leasing the KeyBox, unless satisfactory written documentation is provided by the lessee of the KeyBox. Credits will be applied to any ARBOR expenses (dues, keybox deposits, classes, retail purchases, etc). Refunds will be issued only upon termination.

## **SUPRA KEY RULES FOR AFFILIATES AND FOR UNLICENSED ASSISTANTS**

19. **Affiliate Key System:** A person who wishes to participate in the Affiliate SUPRA Key System of ARBOR must be a Principal Affiliate or an Additional/Associate Affiliate member in good standing with ARBOR. If the person qualifies as a REALTOR® member, he or she must apply to ARBOR as a REALTOR® member and not as an Affiliate member in order to obtain a SUPRA Key. All rules and regulations contained herein shall apply to both Affiliates and to any Unlicensed Assistants, except the following shall supersede any conflicting rules and regulations:

- a. Each Principal Affiliate member and additional Associate Affiliate member may lease only one SUPRA Key. Any security deposit will be refunded to the Principal Affiliate or additional Affiliate member, provided he or she returns the SUPRA Key and all related equipment and materials in good condition and in working order at the time his/her membership terminates and provided that there are no other outstanding fees or dues owed by the Affiliate member to ARBOR.
- b. All Principal Affiliates, additional Associate Affiliates and Unlicensed Assistants must come to ARBOR to receive training prior to being issued a SUPRA Key.
- c. All Principal Affiliates, additional Associate Affiliates and Unlicensed Assistants are required to comply with all other applicable Key\KeyBox Rules which are then in effect.
- d. Principal Affiliates, additional Associate Affiliates and Unlicensed Assistants may not lease Key Boxes.
- e. Principal Affiliates, additional Associate Affiliates and Unlicensed Assistants may be issued only Affiliate SUPRA Keys that require a call before showing (“CBS”) code in order to gain entry to the property. The CBS code is a seven digit code that is known only by the lessee of the KeyBox and is required to be programmed into an Affiliate SUPRA Key in order to open a KeyBox.

20. **Unlicensed Assistant Lease of SUPRA Key:** In order for an Unlicensed Assistant to receive the advantages of leasing a SUPRA Key without requiring membership in ARBOR, all rules and regulations herein shall apply, and the following additional rules must be satisfied:

a. The Electronic Supra Key Lease and KeyBox Use Agreement for the Supra Key must be signed by each of the following persons:

1. The Unlicensed Assistant; and
2. The Designated REALTOR® of the firm or the Office’s Broker/Manger of Record; and
3. The sponsoring REALTOR® Member with whom the unlicensed Assistant is associated.

a. The Supra Key must be issued in the name of the Designated REALTOR®.

b. The Unlicensed Assistants will be required to meet all other applicable Key\KeyBox Rules then in effect.

c. The REALTOR® member for whom the Unlicensed Assistant works and/or the Designated REALTOR® of the firm is responsible for all fees and payments of the Supra Key. The Supra Key will be charged the same fees for the Supra Key as all Affiliates.

- d. The REALTOR® member for whom the Unlicensed Assistant works and/or the Designated REALTOR® of the firm is responsible (i) to notify ARBOR immediately upon termination of the employment of the Unlicensed Assistant and (ii) to return of the Supra Key and for the return of the Supra Key and all related equipment and materials in good condition and in working order to ARBOR.
- e. An Unlicensed Assistant is defined as an individual who does not have an active, current real estate license issued by the Texas Real Estate Commission.
- f. Use of the Unlicensed Assistant Supra Key or manual lockbox codes are limited to access only the listings of the REALTOR® member for whom the Unlicensed Assistant works for the purpose of KeyBox attachment or removal, advertising material placement or other duties that are not related to licensed real estate activity. Opening a listing's doors, showing or discussing the listing with prospective clients is prohibited.

Revision dates:

03/24/2005,  
02/23/2006,  
09/07/2010,  
11/22/2011,  
12/19/2013  
01/23/2014  
09/26/2014  
08/08/2016