

REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN MLS - MARINETTE

ELECTRONIC LOCKBOX iBOX BT LE AND KEY SYSTEM

AFFILIATE WI REGISTERED HOME INSPECTOR KEYHOLDER APPLICATION AND AGREEMENT

APRIL 2018

In consideration of the mutual agreements and promises contained herein, the REALTORS® Association of Northeast Wisconsin MLS, Inc. (RANW MLS or MLS), a Wisconsin corporation and a wholly owned subsidiary of the REALTORS® Association of Northeast Wisconsin (RANW or Association), hereby subleases and sublicenses to the below-signed Home Inspector Affiliate Designate Members who are registered with the State of Wisconsin as a home inspector and who are members of the Wisconsin REALTORS Association and who are approved Keyholders (hereinafter "Keyholder"), limited use of the Service (as defined below) an electronic KEY (eKEY) smart phone type-device application. In exchange, and by signing below, Keyholder agrees to be bound by all terms and conditions stated herein. All Keyholders shall be required to complete this Agreement.

As used herein, the term Key is defined as an eKEY or Key application leased by RANW MLS and authorized for use by licensed affiliate home inspectors. The term "Equipment" is defined as any physical component or product leased as part of the Lockbox System.

1. Lease and License

- a. Network.** MLS grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the DisplayKEY or eKEY (collectively, "Key") and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software MLS licenses from Supra (the "Software") for the Term.
- b. eKEY Professional or Basic Software.** MLS grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code and open and perform other iBox functions. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.
- c. iBox BT LE.** MLS allows Keyholder to use iBox BT LE units ("iBoxes") that MLS has leased from Supra. In addition, MLS grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.
- d. Loaner DisplayKEY.** If Keyholder's eKEY is lost or malfunctioning, a request to MLS for a Loaner key may be made. MLS will loan a DisplayKEY upon Loaner Key Agreement being submitted, for these limited circumstances and for a limited period of time.

2. Service and Rules

- a.** The Software and iBox BT LE units (if applicable). Network; and KIM Database are collectively, the "Service."
- b.** Keyholder understands that, in order to make the Service available to Keyholder, MLS and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to MLS. Keyholder understands that, if the Master Agreement is terminated for any reason, the Service will no longer be available to Keyholder and this Agreement will terminate. Keyholder agrees that, under the terms of the Master Agreement, MLS may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in the termination of this Agreement.
- c.** In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.
- d.** By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.
- e.** Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the Supra User Guide and the Rules and Regulations of MLS, as modified from time to time, and the policies of the National Association of REALTORS, as modified from time to time.
- f.** Keyholder agrees and understands that from time to time, circumstances will change which will necessitate modification to the language of this Agreement. Keyholder also agrees and understands that the most current version of this Agreement will at all times be posted on the RANW.org website or will otherwise be available from MLS upon request. Keyholder further agrees to be bound by the modified terms of any new version of this Agreement or any changes to Rules and Regulations of MLS or Supra, or policies of NAR. In the alternative, if Keyholder reviews a future version of this Agreement and is not willing to be bound to any new terms contained in any new version of this Agreement, Keyholder may opt out by surrendering Keyholder's status and returning any related property to MLS. In the event of an opt-out under this paragraph, the unmodified terms of this original signed and unmodified Agreement shall control, but the opt-out shall not be effective until notice is affirmatively given in writing delivered in person to the MLS Director or Executive Vice-President or by registered or certified mail return-receipt-requested and all lockbox equipment is returned. Failure of Keyholder to affirmatively opt out and return equipment will constitute an agreement to abide by any modified terms.

Continued, Section 2, Service and Rules

- g. Keyholder may use the Service only 1) for the limited purpose of conducting home inspections in accordance with Wisconsin Law and 2) only when authorized to do so in writing by a licensed broker or agent who is member of RANW and 3) only when a home inspection is required by the terms of a fully-executed offer to purchase signed by the owner of the property to be inspected. The scope of any such home inspection shall be limited by any relevant language as stated in the offer to purchase and any instructions provided by the licensed broker or agent and Wisconsin law. Use of the System for Radon testing and/or the installation of a Radon mitigation system is only permitted if expressly called for in the offer to purchase and only if requested by the requesting broker or agent. The requirement that said authorization be "in writing" may be satisfied by a written instrument, email, text message, or other similar means provided Keyholder maintains a record of said communication for at least one year after permission is granted.
- h. The Affiliate Home Inspector and Home Inspector Company agree they may not use the privilege of access to the MLS Lockbox System in advertising related to their Home Inspection or other company(ies).

3. Eligibility

- a. All Affiliate Home Inspectors, registered in the State of Wisconsin and their registered Home Inspectors affiliated with their Company or any other Affiliate Home Inspector who is registered with the State of Wisconsin under reciprocal agreement with RANW MLS, are eligible to participate in the System, subject to any and all conditions outlined in this or any applicable agreement and in the Rules of the MLS.
- b. To continue eligibility to use the System, Keyholder must pay any required fees and dues in a timely fashion and must at all times be in compliance with the terms of this Agreement and the Rules and Regulations of the MLS.
- c. Keyholder may not loan, sell, transfer, or assign the KEY or any services derived therefrom to any other individual or entity, including, but not limited to, another Keyholder, Broker or Agent, Appraiser or Appraiser Trainee. Failure to comply with the provisions of this paragraph shall constitute a breach of these Rules and Regulations.
- d. Applicant/Keyholder shall notify MLS at the time of application if in the past seven years they have been arrested for or convicted of a crime, or within 30 days of arrest or judgment of conviction if during the course of participation in the LockBox System, they are arrested for or convicted of a crime. (See Section 18 for reporting requirements.)
- e. RANW MLS may refuse to issue KEYS, may issue a KEY with limitation and/or restrictions, may terminate existing KEY privileges, and/or may refuse to activate any KEY held by an individual upon the MLS being made aware of the arrest record and/or conviction record of an individual pertaining to an arrest and/or conviction for a felony or a misdemeanor crime in the past seven years in the State of Wisconsin or any other state, or of any similar charges currently pending against an individual, if the arrest or crime, in the determination of the Board of Directors, and after consultation with legal counsel, relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive or violent acts, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.
- f. RANW MLS may suspend the right of members to access or use KEYS following their arrest and prior to final determination on any such charge, in the determination of the Board of Directors, and after consultation with legal counsel, the charge relates to a crime that relate to the real estate business or puts clients, customers other real estate professionals, or property at risk, for example through dishonest, deceptive or violent acts, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.
- g. All information and statements by Keyholders and Keyholder applicants shall be true in every respect. False or misleading or forged statements made in connection with this Application/Agreement, or failure to provide relevant information may be grounds for denial of the application and or revocation of access to the System and other privileges related thereto.

4. Purpose

- a. An Affiliate Home Inspector Keyholder shall use the Key only for the intended purpose of gaining authorized entry into real property listed in the MLS, on which a System Lockbox has been installed, and only for the limited purpose of performing services specifically authorized under the terms of the Offer to Purchase/Addenda in the Home Inspection and / or Testing Provisions, subject to prior authorization from the listing company, and all other authorization limitations in Section 2. above and elsewhere in this Agreement and in the MLS Lockbox Rules.
- b. Only employees of the Home Inspector Company who are also Registered Home Inspectors and active authorized Keyholders may access a property listed in the MLS via their respective assigned Key to perform work as authorized above.
- c. An Affiliate Home Inspector Keyholder may not use their Lockbox key to let an employee of their company who is not an authorized Keyholder into the property unless they are under direct supervision of Keyholder.
- d. An Affiliate Home Inspector Keyholder may not use their Lockbox Key to let in a third party, or an employee of another company, into the listed property.

5. Possession of KEY and Report of Loss

Upon verification of eligibility by RANW MLS, receipt by MLS of an executed copy of this Agreement, and payment in full of the appropriate fees for the use of the Service and the applicable device and/or software, MLS may issue an eKEY serial number and the software/services applicable thereto to applicant. Keyholder may only possess one KEY at a time and KEYS may not be shared. The KEY operates the LockBox. **In the event of a loss or theft of the KEY or device on which eKEY software is installed or any iBoxes, Keyholder must immediately report said loss or theft and all circumstances surrounding such loss or theft to MLS within 24 hours.**

6. Authorization

Having a KEY does not allow automatic access to properties in the MLS. In addition to the other requirements contained within this Agreement, all Keyholders must contact the listing office, identify him/herself, and request permission in order to access the property.

Before the Keyholder installs or uses any LockBox on real property, Keyholder should obtain written authorization from the property owner and, if applicable, any tenant in possession of the property. Keyholder shall use extreme care to ensure that all doors to the listed property and the LockBox are locked. The Keyholder agrees to disclose to the property owner or tenant that the LockBox is not designed or intended as a security device.

7. Payment and Fees

The monthly MLS Lockbox System service fee for access to and use of the System is calculated per registered Home Inspector in RANW in participating Home Inspection Company's office. Invoices will be sent to Company monthly and shall be due from the Company to the MLS per

8. Termination of Service and Return of KEYS

Keyholder may terminate his/her use of the Service at any time by paying any fees then estimated by RANW MLS and/or Supra to be due either to MLS and/ or Supra, and by concurrently returning any and all Equipment as directed. Upon termination of a Keyholder's use of the Service, or in the event that RANW MLS or Supra determines that it must take action for security purposes or failure to pay, RANW MLS or Supra may deactivate the KEY and exercise all rights and remedies available as outlined in this Agreement.

a. Keyholder may terminate his/her use of the Service at any time by returning any Equipment to MLS and paying MLS any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment as set forth in Section 8(c) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Any unused portion of any fee for use of the Service previously paid shall be forfeited by Keyholder.

b. The MLS may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by MLS under the Master Agreement or an upgrade of the Service by the MLS. Upon termination, Keyholder shall be obligated to satisfy all obligations of this Agreement.

c. **UPON TERMINATION FOR ANY REASON, INCLUDING EXPIRATION OF THE TERM OF THIS AGREEMENT**, Keyholders agree to delete all Software provided by Supra. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

9. Security of KEY and Lock Boxes – Keyholder Responsibilities

Keyholder acknowledges that it is necessary to maintain security of the KEY and its Personal Identification Number ("PIN") to prevent its use by unauthorized persons. Therefore, Keyholder agrees as follows:

- a. To view an instructional session on the operation and use of the System as required by the MLS
- b. To keep the KEY in Keyholder's possession or in a safe place at all times
- c. Not to attach Keyholder's PIN to the KEY or allow it to be attached
- d. Not to attach shackle code to a LockBox or allow it to be attached
- e. **Not to loan, share or otherwise transfer the KEY or application to any person or entity, or permit any person or entity to use or share the KEY, whether or not a current Keyholder, registered home inspector, real estate broker, salesperson or appraiser, whether or not the person is in the same company, for any reason whatsoever.**
- f. Not to duplicate the KEY or allow any other person to do so
- g. Not to assign, transfer or pledge the KEY
- h. Not to destroy, alter, modify, disassemble, or tamper with the KEY or knowingly or unknowingly allow anyone else to do so
- i. To notify RANW MLS immediately, and in writing no later than 24 hours, of a loss or theft of the KEY or device on which eKEY software is installed or any Lock Boxes and all circumstances surrounding such loss or theft. Lost KEYS will be deactivated immediately.
- j. To complete and deliver to RANW MLS a stolen KEY affidavit and pay the New KEY Issuance Fee in effect at the time of loss, prior to and as condition of the issuance of a replacement KEY equipment.
- k. To comply with any and all rules related to the limited use of Supra Non-Member One-Day App Codes and only as authorized.
- l. To follow all additional rules and regulations and security procedures as specified by Supra and RANW MLS, as from time to time amended.
- m. To safeguard the code for each LockBox and Key from all other individuals and entities, whether or not an authorized Keyholder.
- n. To continue eligibility to report any changes regarding eligibility as defined in this agreement to RANW MLS.

10. Audit/Inspection

Upon receipt of written notice, Keyholder shall immediately submit the KEY or Equipment for inspection at the RANW MLS office at a time designated by the MLS. The KEY shall be deemed lost if a Keyholder refuses or is unable to demonstrate that the KEY is within the Keyholder's physical control. Those KEYS considered by the MLS, at its discretion, to be lost will be deactivated immediately.

11. Violations

KEYHOLDERS ALLOWING THE USE OF A KEY BY UNAUTHORIZED PERSON(S), OR OTHERWISE VIOLATING THIS AGREEMENT OR THE RULES OF THE MLS, OR ABUSING THE SYSTEM'S SECURITY WILL BE SUBJECT TO LOSS OF ACCESS TO THE SYSTEM, AND IMPOSITION OF A FINE UP TO \$15,000.00 AND KEYHOLDER SHALL PAY MLS'S ACTUAL AND CONSEQUENTIAL DAMAGES.

12. Breach

A breach of any term of this Agreement shall constitute an event of default.

13. Rights and Remedies

a. Upon the occurrence of a Breach of this Agreement, or an Event of Default by Keyholder, MLS may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies without any liability for hardship to the Keyholder.

- (i) Terminate this Agreement and demand the return of any Equipment to MLS;
- (ii) Terminate Keyholder's sub-licenses to use the Network and to use the Software;
- (iii) Deactivate Keyholder's access to the Service or any component of the Service;
- (iv) Bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable damages for the failure to return the Equipment;
- (v) Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all 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 any adversary proceeding, contested matter or motion, or otherwise) incurred by MLS in connection with the exercise of its rights and remedies under this Agreement;
- (vi) Pursue any other remedy at law or in equity.

Continued, Section 13. Rights and Remedies

- b.** If MLS deactivates the Service due to a breach of this Agreement by Keyholder, but does not otherwise terminate this Agreement, Keyholder may ask to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing breaches, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by MLS in connection with collecting under this Agreement. After doing so, MLS may reactivate the Equipment within a reasonable period of time. MLS reserves the right to impose an administrative fee to reactivate the service.
- c.** In the event that MLS institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by MLS in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.
- d.** MLS's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. MLS's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

14. Software License

No title or ownership of any Software or any of its components is transferred to the Keyholder, and the Keyholder's use of any Software in connection with the Service constitutes a revocable license. Title to all applicable rights in patents, copyrights, trademarks, and other intellectual property rights shall remain with Supra, and the Keyholder agrees to take appropriate action to maintain the confidentiality of such intellectual property, the Software, and its components.

15. Indemnity, Waiver and Reimbursement: Representations and Covenants

Keyholder covenants and agrees:

- a.** If Keyholder breaches this Agreement, or if any action or inaction of Keyholder in using the Service results in any third party bringing an action against RANW, RANW MLS and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless RANW, RANW MLS and/or Supra, and their respective directors, officers, agents, representatives, employees, 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, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by RANW, RANW MLS and/or Supra in such proceeding. The provisions of this paragraph shall survive indefinitely.
- b.** That neither RANW nor RANW MLS nor Supra shall be liable to Keyholder for any lost business, direct, incidental, special or consequential damages or any other claim arising from or relating to the use, misuse, administration, or the cost incurred in the recovery of the KEY, or maintenance or implementation of the Service.
- c.** **That neither RANW, RANW MLS nor Supra shall 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 the use or inability to use the DisplayKEY, and/or eKEY and/or the Services applicable thereto for any purpose whatsoever, whether or not Keyholder has been advised of the possibility of such damages.**
- d.** That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.
- e.** That Keyholder or Keyholder applicant agrees to waive any claim against RANW MLS or RANW for its participation in any investigation or its decision regarding any aspect of this Agreement, and authorizes anyone to provide information to the MLS and or Association in regard to such investigation.
- f.** To provide MLS and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the System/Equipment within five (5) days after Keyholder receives written notice of such action.
- g.** That Keyholder will reimburse RANW MLS and/or RANW for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against Keyholder as a result of Keyholder's failure to act in accordance with this Agreement. In the event RANW MLS or RANW commences legal proceedings against Keyholder to enforce or interpret any of the provisions of this Agreement, Keyholder agrees to pay all costs incurred together with reasonable attorney's fees as determined by a court of competent jurisdiction both at trial and on any appeal.
- h.** The obligations set forth in this Section shall survive termination of this Agreement.

16. Warranties and Limitations

WARRANTY: The Service/Equipment is warranted by Supra against defects in workmanship and/or materials, to be fit for its intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Said warranty shall pass through to Keyholder. Keyholder must return any defective system component under warranty to MLS at Company's sole cost and expense. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with MLS and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE OF AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AS REGARDS THE SERVICE/EQUIPMENT.

MLS makes no representation or warranty that the Service, will prevent any loss by burglary or other criminal action, compromise or circumvention. The Service is not designed or marketed as a security system. Any loss, abuse or misuse of the Service will compromise its integrity.

17. **General Provisions**

- a. This Agreement constitutes the entire agreement between MLS and Keyholder relating to the Agreement and the Service.
- b. This Agreement shall be effective and binding when fully executed by Keyholder Participant.
- c. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- d. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this applicant's KeyHolder status.
- e. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- f. This Agreement shall be governed by the laws of the State of Wisconsin.
- g. This Agreement shall be binding upon and inure to the benefit of MLS, and its successors and assigns, and Keyholder and its permitted successors and assigns.
- h. Keyholder by signature hereto authorizes MLS to enforce any Lease provision as pertains to any Lease of the eKEY system by Supra to Keyholder, where the enforcement thereof is deemed necessary by MLS in the enforcement of any term, covenant or condition of this Agreement.
- i. By understanding and agreement of Keyholder, and RANW and RANW MLS, Keyholder by use of the eKEY system is in fact using materials, information and services provided by MLS to Supra for the purpose of eKEY operations and acknowledges that the service fee charged by MLS for the same is reasonable and necessary.

Home Inspector: _____ Date: _____

Affiliate Home Inspector Company: _____

18. **Arrests, Conviction, Pending Criminal Charges**

Have you been <u>arrested</u> for a <u>misdemeanor or felony crime within the past seven (7) years</u> ?	Yes _____	No _____
Are criminal charges now pending against you?	Yes _____	No _____
Have you been <u>convicted</u> of a <u>misdemeanor or felony crime within the past seven (7) years</u> ?	Yes _____	No _____

Note: If unsure of the nature of the offense, contact the municipality or county where it occurred.

If you have answered "yes" to having been arrested and/or convicted of a criminal act, misdemeanor or felony, you are required to fill out the "Application Addendum Report of Criminal Arrests, Convictions, and/or Pending Charges" and submit all relevant information requested.

In signing this Application/Agreement and Acknowledgement, you are further giving notice that in the future, if you are arrested for or convicted of any offense as listed in the preceding paragraph, it is your obligation to so notify RANW MLS within 30 days of the earlier of the arrest or judgment of conviction, at which time MLS will further investigate the matter.

19. **Regulatory Agency Limitations of License**

Are there any limitations or conditions on your Wisconsin Home Inspector's registration issued by the State of Wisconsin Department of Regulation and Licensing? Yes _____ No _____

If you answered "yes" to having limitations or conditions, attach a copy of the limitations/conditions with details as set forth by the Wisconsin Department of Regulation and Licensing.

**Return ALL 6 pages with a Copy of Wisconsin Registration and Proof of Liability Insurance
 Fee for Key activation (\$95 + applicable tax) must accompany Key Agreement.**

ACKNOWLEDGEMENT BY THE KEYHOLDER AND PARTICIPANT

The Keyholder acknowledges and agrees that neither the Service nor any other components or aspect of the Service is a security system. Neither the Service nor any other components or aspect of the Service are alarmed, nor can they prevent entry into a location. The Service and all components thereof are sold as a marketing convenience KEY control system, and as such any loss or misuse or misappropriation of the Service or its components or the disclosure of personal identification numbers compromises the integrity of the Service. Keyholder shall use all reasonable efforts to insure the confidentiality and integrity of all components of the Service.

STATEMENT OF APPLICANT

The Keyholder states that all the information which is provided in this Application/Agreement is true in every respect, and understand that any false, misleading or forged statement made in this document or in connection with this application, or failure to provide relevant information, may be grounds for denial of the application and/or revocation of any Service access or other privileges granted to me.

KEYHOLDER/Applicant:

_____ (Print name) _____ (Signature) _____ Date

_____ Keyholder's email _____ Keyholder's preferred phone number

_____ Affiliate Company Name Registered with MLS (DBA) _____ MLS Firm #

_____ Print Name of Authorized Representative for Affiliate Company

_____ Signature of Authorized Representative for Affiliate Company _____ Date

Relationship of Authorized Representative to Company (e.g. Principal Broker, Manager): _____

Company Legal Name (if different from above): _____

Company Address and City Info: _____

Please return ALL 5 pages to RANW MLS - Keep a Copy for Your Records – Payment must accompany Agreement, Thank you.

eKEY Activation Fee is \$95.00 Plus Sales Tax=\$99.75 for Winnebago & Outagamie Counties. \$100.23 for ALL other Counties.

PLEASE COMPLETE IF PAYING BY CREDIT CARD

Charge: (VISA / MasterCard accepted)
Card # _____ Exp.Date _____
Amount \$ _____
Print Name As Appears On Card _____
Cardholder's Signature _____
Date _____

FOR MLS OFFICE USE:

Member # _____

Key # Assigned _____

Date Assigned _____

Check # _____

Amount \$ _____

Name on Check: _____

Payment received date: _____