

South Tahoe Association of REALTORS®, INC.

Supra Key Box Lease Agreement

It is hereby agreed among the South Tahoe Association of Realtors® and the South Tahoe Association of Realtors® Multiple Listing Service (MLS), hereinafter called "LESSOR",

and _____, Broker,

and _____, MLS Participant or MLS Subscriber,

hereinafter jointly called "LESSEE", that LESSEE is leasing from LESSOR, Supra key box(es) under the following terms and conditions.

- 1) **Term.** This lease shall commence _____, and shall continue until the next March 31st, unless otherwise earlier terminated as hereinafter provided. Annually thereafter this lease shall be deemed renewed for one year, starting April 1st, on each and all of the conditions set forth herein, unless terminated by March 25th, in any year of either party's election to terminate this lease.
- 2) **Payment.** LESSOR hereby acknowledges receipt of the sum of \$ _____ for the first year's lease payment for key box(es).
- 3) **Receipt.** LESSEE hereby acknowledges receipt of _____ key box(es), codes, and instruction data from LESSOR. Key box serial number(s) are listed here: _____.
- 4) **Title.** LESSEE hereby agrees that LESSOR is the owner and will continue to hold title to all key box(es).
- 5) **Return of Key Box(es).** Within forty-eight (48) hours of receipt of request from LESSOR, or within 5 days of the occurrence of any of the following events, LESSEE shall return all key box(es) to LESSOR:
 - a) Termination of either Broker or MLS participant or MLS subscriber as an active member in good standing with the South Tahoe Association of Realtors® Multiple Listing Service.
 - b) Termination of LESSEE'S association with the South Tahoe Association of Realtors.
 - c) Termination of this agreement.
- 6) **Use of Key Box(es).** Key box(es) shall be used only as is set forth below:
 - a) Key box(es) are to be accessed only by the parties hereto and those holding Supra cards or keys pursuant to separate agreement with LESSOR.
 - b) The key box program permits secure and convenient access to properties participating in the MLS program. To facilitate secure and convenient access through the key box program, LESSEE agrees as follows:
 - i) LESSEE shall permit access, to the key box(es) via Supra cards or keys, to all holders of such cards or keys and LESSEE shall not permit or authorize any impediment to such access;
 - ii) LESSEE shall not permit use of any key box(es) for any other purpose whatsoever;
 - iii) LESSEE shall not assign, transfer, pledge, or otherwise alienate any interest in or to this agreement, or any key box(es);
 - iv) LESSEE shall immediately notify LESSOR in writing of the loss, theft, or damage of any key box(es) and the circumstances surrounding such loss, theft, or damage; and
 - v) LESSEE will be responsible for the cost to purchase the key box(es) if lost, stolen, or damaged beyond repair.
 - vi) LESSEE shall follow all key box security and use procedures of LESSOR including any amendments to such procedures hereafter promulgated by LESSOR.
- 7) **Inspection of Key Box(es).** LESSOR shall have the right to inspect any key box(es) at any time. On request, LESSEE shall provide LESSOR with a list of all key box(es) locations. If, in the opinion of LESSOR, key box security has been jeopardized, LESSEE shall return all key box(es) to LESSOR for testing within forty-eight (48) hours of written request from LESSOR.
- 8) **Hold Harmless.** LESSEE covenants and agrees to indemnify and hold harmless LESSOR from all liability, obligations, or demands against LESSOR as a result of LESSEE'S use of key box(es) including, but not limited to, any and all liabilities, including attorney's fees and court costs incurred by LESSOR as a result of damage or injury to any premises or persons arising out of the use by LESSEE, or any person or entity, of any key box(es).
- 9) **Reimbursement of Expenses.** LESSEE agrees to reimburse LESSOR for any and all expenses incurred by LESSOR attempting to recover any key box(es) from the LESSEE, including reasonable attorney's fees and court costs in any judicial proceedings arising from or relating to this agreement.
- 10) **Broker's Responsibility.** Broker is jointly and severally liable with the MLS participant or MLS subscriber for all duties, responsibilities, and undertakings of the LESSEE hereunder, irrespective of whether or not the MLS participant or MLS subscriber is an employee or independent contractor of the Broker.
- 11) **Authorization for Each Use.** LESSEE shall secure authorization from the owner and tenant in possession, if any, of any property listed for sale prior to installation and use of any key box(es) on such property.
- 12) **Default.** In the event of LESSEE'S breach of any term hereof, LESSOR may elect, in addition to all other remedies available to LESSOR, to terminate this agreement and enter upon all premises where the key box(es) are situated and with or without process of law, remove and repossess all key box(es).

MLS Participant or MLS Subscriber

Signature _____

Home Street Address _____

Home City, State, Zip Code _____

Broker

Company Name _____

Signature _____

CA Real Estate License # _____

LESSOR

Signature _____

Date of Agreement
