



**EKEY USAGE AGREEMENT**

IT IS AGREED AMONG THE New Castle County Board of REALTORS®, Broker of \_\_\_\_\_ (Firm/Office and Branch) And  
Broker's ASSOCIATE \_\_\_\_\_ (KEYHOLDER) WITNESSETH:

1. KEYCARD RECEIPT. KEYHOLDER hereby acknowledges receipt of an eKEY.
2. TITLE TO KEYCARD. EKEY is the property of SUPRA.
3. RULES AND REGULATIONS. These portions of the New Castle County Board of REALTORS® and Bright MLS' Rules and Regulations pertaining to eKEY, Keyboxes, and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. PRINCIPAL and KEYHOLDER agree to comply with provisions contained therein as they relate to Keyboxes and eKEY. A violation of Bright MLS and New Castle County Board of REALTORS® Rules and Regulations shall constitute a violation of this agreement, which may result in a fine, deactivation of key service, or both. KEYHOLDERS are authorized to use the KEYCARD only while they are associated with the Principal who signed the eKEY Usage Agreement, and only if they are qualified to hold an eKEY. KEYHOLDERS understand that they may not continue to use their eKEY when they transfer to a new NCCBOR member Principal until the appropriate document is signed by the new Principal; nor may they continue to use their KEYCARD if they are no longer qualified to hold a KEYCARD. KEYHOLDERS understand the eKEY is authorized for use only as it relates to the Principal.
4. SYSTEM FEE. PRINCIPAL agrees that KEYHOLD will be assessed a monthly system fee for KEYHOLDER.
5. TRANSFER. If KEYHOLDER transfers from one firm to another, KEYHOLDER will be entitled to continue hereunder, provided the new PRINCIPAL provides the NCCBOR with the Delaware License Change form. A fee, if any, may be assessed and must be paid by PRINCIPAL or KEYHOLDER for such transfer of responsibility. The releasing PRINCIPAL remains responsible for that KEYHOLDER until the Delaware License Change form is received by NCCBOR.
6. TERMINATION OF PRINCIPAL/KEYHOLDER. PRINCIPAL and KEYHOLDER acknowledge that in the event KEYHOLDER or PRINCIPAL is terminated as a member in good standing with the New Castle County Board of REALTORS®, or KEYHOLDER's association with PRINCIPAL is terminated for any reason, Keycard will be deactivated immediately.
7. SECURITY OF EKE. KEYHOLDER agrees to:
  - a. Keep the card in KEYHOLDER possession or in a safe place at all times.
  - b. Not loan the ActiveKey or eKey to any person, for any purpose whatsoever, nor permit the ekey to be used for any purpose by any other person.
  - c. Follow all additional security procedures specified by the ISSUER.
8. INSPECTION/ KEYCARD AUDIT. ISSUER shall have the rights to inspect the KEYHOLDER's key all reasonable times and places. KEYHOLDER agrees to submit the key for inspection at ISSUER's office not less than 48 hours after receipt of written notice, or at any other time upon oral request if ISSUER believes that the integrity and security of the system is in jeopardy. Failure to comply with the terms of this paragraph shall result in deactivation of KEYHOLDER's PIN. PRINCIPAL shall assist in inspections or audits of keys and KEYHOLDERS as requested by ISSUER.
9. INDEMNIFICATION/ RELEASE. KEYHOLDER covenants and agrees to indemnify and hold ISSUER harmless from any and all liability, obligations, or demands against ISSUER as a result of KEYHOLDER's use of the ActiveKey including, but not limited to, any and all liabilities, including attorney's fees, incurred by ISSUER as a result of damage or injury to premises or persons arising out of the use by KEYHOLDER or by any other person of the ActiveKey. PRINCIPAL and KEYHOLDER release ISSUER from any and all claims, liability, loss or damage of any kind caused by or resulting from use, malfunctions or loss of use, of the Keyboxes or Keycard caused by the actions, failure to act or negligence of ISSUER.
10. REIMBURSEMENT. KEYHOLDER agrees to reimburse ISSUER for any and all expenses incurred by ISSUER in the event that the Keybox System must be re-secured due to negligence on the part of KEYHOLDER.
11. PRINCIPAL'S RESPONSIBILITY. PRINCIPAL confirms that he/she is an owner, partner, or corporate officer of above named firm, has the authority to sign this agreement for the firm, and that PRINCIPAL or their designee is a member of the new Castle County Board of REALTORS®. Furthermore, PRINCIPAL confirms that KEYHOLDER is associated with the firm named above, and that PRINCIPAL is jointly and severally liable with KEYHOLDER for all duties, responsibilities, and undertakings of KEYHOLDER under this agreement, provided, however this agreement shall not be construed to make KEYHOLDER an employee of PRINCIPAL.
12. AUTHORIZATION. KEYHOLDER will secure authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Keybox on such property. Such authorization shall disclose that the Keybox is not designed or intended as a security device and shall at least those disclosures and agreements required by the rules of the New Castle County Board of REALTORS® and BRIGHT MLS.
13. NO ASSIGNMENT. This agreement may not be assigned by KEYHOLDER. INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE SIGNED THIS AGREEMENT TO BE EFFECTIVE ON THE DATE SIGNED BY ISSUER.

Date \_\_\_\_\_

KeyHolder's (Member) Name \_\_\_\_\_

KeyHolder's Signature \_\_\_\_\_

Principal's (Broker) Name \_\_\_\_\_

Principal's Signature \_\_\_\_\_

OfficeName \_\_\_\_\_

Office Address \_\_\_\_\_



**CREDIT CARD AUTHORIZATION FORM**

MEMBER/APPLICANT NAME: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

Quantity	Description of Charge	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**TOTAL AMOUNT CHARGED \$ \_\_\_\_\_**

Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CID# \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Cell: \_\_\_\_\_

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