



## Cooperating Key Application

### Keyholder Information

Agent Name – Print Clearly: \_\_\_\_\_

NRDS #: \_\_\_\_\_ BRE License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

Agent Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Agent Phone #: \_\_\_\_\_ Office Phone #: \_\_\_\_\_

Office Name: \_\_\_\_\_

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

### Cooperating Details

**Key Type** (circle one): 1 - Xpress Key 2 – eKey 3 – Active Key

**Key Serial #:** \_\_\_\_\_ **4 Digit Pin Code:** \_\_\_\_\_ **Primary MLS:** \_\_\_\_\_  
(What MLS is the key originally from?)

Cooperating keys are billed Semi-Annually at a rate of \$100.00 (July through December) or (Jan. through June) / Monthly Proration also available. Fees are nonrefundable. For questions about fees or to make a payment please contact Member Services at 925-730-4060 to submit application email [memberservices@bayeast.org](mailto:memberservices@bayeast.org) or fax 925-730-0237

**Co-Op key holder is bound by existing Key Lease Agreement through Primary Key Issuer and must abide by the Bay East MLS Rules and Regulations.**

### **13. LOCKBOXES**

**13.1 Eligibility for Lockbox Privileges.** MLS Participants, subscribers are eligible for lockbox privileges if they otherwise qualify under this section. Unlicensed Clerical users are not eligible for lockbox privileges. MLS participants, subscribers and licensed assistants shall be eligible to hold a lockbox key provided:

- a. The key holder signs a lease agreement with an organization (hereafter “Organization”) that is a member of the Bay Area KIM Users Group. This agreement shall include and bind the participant, subscriber and licensed assistants to all of the provisions of this Section 13.
- b. The participant to which the key holder is licensed cosigns the lease agreement with the AOR.
- c. The key holder continues to comply with all MLS rules relating to lockbox keys.
- d. The key holder and participant to whom the key holder is licensed remain eligible for MLS services.

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**13.2 Key Use and Service.** Keys may not be used under any circumstances by anyone other than the key holder, including, but not limited to, lending, borrowing or sharing keys with others. The AOR is not obligated to provide service on keys or lock boxes to individuals who are not the registered lessee or owner of the component. Key may only be used for the purpose of facilitating the sale or lease of a listed property.

**For violation of this section, see Appendix A, Citable Infractions.**

**13.2.1 Use of Lockbox Contents.** Participants and Subscribers shall at all times follow the showing instructions published in the MLS. Participants and Subscribers shall not remove contents of the lockbox for purposes other than showing the home and shall promptly return the contents to the lockbox upon exiting the property. Participants and Subscribers shall keep lockbox contents in their possession at all times after removal from the lockbox. The lockbox and/or contents shall not be removed from the property site without prior consent from the listing agent.

**For violation of this section, see Appendix A, Citable Infractions.**

**13.2.2 Lockbox Requirements.** If any lockbox or other device giving access to On Market listed property for real estate professionals and/or service providers is authorized by the seller and/or occupant and is placed on or present on property listed through the Service, such lockbox or device must be one that is approved by the MLS where the listing has been submitted. The authorized lockboxes sold by, leased by or otherwise offered through the local Association or MLS where the listing is submitted have been approved by the MLS (Kim User Group approved Supra BT LE lockbox). Unless expressly indicated otherwise by the MLS, for any other lockbox or device to be considered “MLS-approved,” use of it must provide reasonable, timely access to listed property such that

- (1) it allows all participants and subscribers timely access to listed property by reliance solely on data submitted to and residing on the MLS;
- (2) complete, accurate and stand-alone instructions are provided for accessing the listed property in the appropriate agent section on the Service; and
- (3) it ensures that the lockbox or device will provide reasonable access to listed property with any information, code or key needed to access the contents of the lockbox or device to be made available or access to the property otherwise scheduled within four (4) hours of initial contact in the event the lockbox or device requires the participating member to obtain additional information to enable access (ex: “call listing agent for entry code”) with said 4 hour response obligation in effect every day from 8am to 6pm.

The MLS reserves the right to require that the device be submitted in advance for approval. The MLS also may revoke the approval and/or subject the participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement. Failure to provide reasonable and timely access as required by this section will subject the listing agent to discipline and potential fines. More than one lockbox or access device may be used on a property as long as one of them is MLS-approved (Kim User Group approved Supra BT LE lockbox) where the listing is submitted.

**For violation of this section, see Appendix A, Citable Infractions.**

**13.3 Accountability.** Key holders must account for keys at the time of any inventory conducted by the AOR or at any time requested by the AOR. Key holders who cease to participate or subscribe to the MLS shall return all key(s) in their possession to the AOR. Failure to return a key(s) will subject the key holder and/or the key holder’s participant to fines and penalties and to being responsible for all costs incurred by the AOR to secure the lock box key system as a result of the failure to return the key(s).

**13.4 Deemed Unaccountable.** Keys shall be deemed unaccounted for if a key holder refuses or is unable to demonstrate that the key is within the key holder’s physical control.



**13.5 Written Authority.** Participants and subscribers shall not place a lockbox on a property without written authority from the seller and occupant if other than the seller. Inclusions in MLS compilations cannot be required as a condition of placing lockboxes on listed property.

**For violation of this section, see Appendix A, Citable Infractions.**

**13.6 Unaccountable Keys.** Key holders and participants cosigning with a key holder shall immediately report lost, stolen or otherwise unaccountable keys to the AOR.

**13.7 Deposits.** All key holders may be required to give the AOR deposits in accordance with the deposit schedule adopted by the MLS & Business Technology Committee and approved by the Board of Directors. Key holders shall forfeit the deposits if the key is lost, stolen or unaccounted for. Key holders shall not be entitled to any interest on their deposits. The AOR is not obligated to refund deposits to individuals who are not the registered lessee or owner of the key.

**13.8 Rules Violations.** Failure to abide by rules relating to lockboxes as set forth in this section or failure to abide by the key lease agreement may result in discipline as provided in sections 14 and 15 of these rules, in addition to loss of or restriction on all lockbox and key privileges.

**13.9 Right to Limit Access.** The AOR reserves the right to refuse to issue a key or limit access to lockboxes if, in its sole discretion, it determines the security of the system would be compromised by issuing such keys or granting access to lockboxes.

**13.10 Removal of Lockbox.** The lockbox must be removed within one (1) day after the close of escrow or expiration/cancellation of listing.

**For violation of this section, see Appendix A, Citable Infractions.**

My signature below acknowledges I have received a copy of the MLS Rules and Regulations, including Key Rules and agree to abide by such rules. I also agree as a condition to delivery of the key and right to access listings and property through the use of the key, I will comply with all of the MLS Rules and Regulations of any Multiple Listing Service or Association through which a property is listed, and accessed by me or anyone using my key, irrespective as to whether such use is authorized or not. I understand and acknowledge, in addition to any remedy available to an Association or MLS at law or equity, my key access may be terminated without notice or hearing if substantial grounds exist for the Association or MLS in which an issue of compliance arises to determine there has been a breach of this agreement or violation of any provision of the applicable MLS Rules and Regulations.

IN WITNESS WHEREOF, ORGANIZATION AND KEYHOLDER HAVE CAUSED THIS LEASE TO BE DULY EXECUTED AS OF THE DATE SET FORTH IN THE PREAMBLE TO THIS LEASE.

**I certify that the information given in this application is true and correct and agree to abide by all the rules and conditions set forth.**

\_\_\_\_\_  
Keyholder's (Applicant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keyholder's Printed Name

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