

DELTA ASSOCIATION OF REALTORS®
3428 Hillcrest Ave., Ste 200 * Antioch, CA 94531
Phone: (925) 757-8283 * Fax (925) 757-8393
E-Mail: info@DeltaAOR.com
Website: www.DeltaAOR.com

COOPERATING KEY APPLICATION

Personal Information

Name: _____
(As shown on real estate license)

BRE License Number: _____ Broker Expiration: _____
 Salesperson Expiration: _____
 Restricted Expiration: _____

Your E-mail Address: _____

Mailing Address: _____
(Street Address) (City) (State) (Zip Code)

Primary Contact Phone: (_____) _____ Cell
 Home
 Office
 Other

Office Information

Office Name: _____

Office Address: _____
(Street Address) (City) (State) (Zip Code)

Office Phone: (_____) _____ Office Fax: (_____) _____

Name of Your Broker: _____

Key Information

Type of Key: ActiveKEY Key Serial #: _____
 eKEY 4-Digit Pin Code: _____
Primary MLS: _____
(What MLS is the Key originally from?)

Fees and Payment Information

Key Fees are prorated on a monthly basis and may contain one-time fees such as the KEY Application Fee (\$20.00).

The Delta Association has an Annual Payment for a Cooperating Key.

\$100.00 due in January

The billing from DAR will come via e-mail. No paper billing will occur.

Fees are subject to change at any time without notice.

Charge Amount: \$_____

Credit Card Account Number: _____ - _____ - _____

Expiration Date: ____ / ____
(Month/Year)

(Name shown on Credit Card)

(Billing Address for this Credit Card)

Rules and Regulations

1. **ELIGIBILITY FOR LEASING KEY EQUIPMENT AND UTILIZATION OF THE SERVICE**
KEYHOLDER must remain active with their primary KEY area: a MetroList® Administrative Center, a BAREIS MLS® Service Center, Sutter-Yuba Association of REALTORS®, KIM Alliance, or an MLS Listings Service Center.
2. **STATUS**
 - A. KEYHOLDER may not sell, transfer, or assign their KEY to any other individual or entity, including but not limited to, another broker or agent. Nor shall KEYHOLDER loan to another, or borrow from another, individual or entity, including but not limited to, another broker or agent.
 - B. Failure to comply with the provisions of this paragraph shall constitute a breach of these Rules and Regulations.
3. **SECURITY OF THE ActiveKEY, eKEY Basic, eKEY Professional AND IBoxes**
 - A. KEYHOLDER acknowledges that it is necessary to maintain the security of the Service.
 - B. KEYHOLDER acknowledges that it is necessary to maintain the security of the ActiveKEY and its Personal Identification Numbers ("PIN") to prevent its use by unauthorized persons.
 - C. KEYHOLDER agrees as follows:
 1. to keep the KEY in KEYHOLDER's possession or in a safe place at all times.
 2. to not allow a KEYHOLDER's personal identification number (PIN) to be attached to the ActiveKEY or eKEY in any manner or for any purpose or be disclosed by KEYHOLDER to any third party.
 3. to not lend or otherwise transfer the KEY to any other person or entity, or permit any other person or entity to use the KEY for any purpose whatsoever, whether or not such other person or entity is a real estate licensee.
 4. to not duplicate the KEY or allow any other person to do so.
 5. to not assign, transfer, or pledge the KEY.
 6. to not destroy, alter, modify, disassemble or tamper with the KEY or knowingly or unknowingly allow anyone else to do so.
 7. to notify the ORGANIZATION immediately, in writing, within 48 hours, of loss or theft of the KEY and the circumstances surrounding such loss or theft.
 8. to follow all additional security procedures as specified by the ORGANIZATION, and

9. KEYHOLDER shall indemnify the ORGANIZATION against, and hold the ORGANIZATION harmless from any and all actions, suits, costs, damages and liabilities, including, without limitation, the delivery, possession, use or loss by anyone other than the ORGANIZATION or costs incurred in the recovery of the KEY.

4. **AUTHORIZATION**

- A. Before the KEYHOLDER installs or uses any Key Box on real property, KEYHOLDER shall obtain written authorization from the property owner to do so, as well as from any tenant(s) in possession of the property, if applicable.
- B. KEYHOLDER agrees to disclose to the property owner and tenant(s) if applicable, that the Key Box is not designed or intended as a security device.
- C. KEYHOLDER shall use extreme care to ensure that all doors to the listed property are locked upon departure, that the key to the property is returned to the Key Box and Key Box is locked.
- D. KEYHOLDER shall not use any key obtained from a Key Box for any purpose other than that for which the box is intended nor shall KEYHOLDER remove and/or retain any key without the express permission of the listing broker.

5. **DEFAULT**

The occurrence of any of the following events shall constitute an Event of Default by KEYHOLDER under these rules:

1. the KEY is lost or stolen,
2. the KEYHOLDER permits an unauthorized person or entity to possess or use the KEY,
3. the KEYHOLDER fails to pay, when due, any amount required to be paid by it in connection with the use of the Service,
4. KEYHOLDER breaches or fails to observe, keep, and perform each of these Rules or any obligation or provision of any agreement executed and delivered by KEYHOLDER in connection with the use of the Service, or
5. ORGANIZATION or UTFCS in its respective discretion determines that it must declare a default and take appropriate action for security purposes.

6. **REMEDIES**

Upon the occurrence of an Event of Default by KEYHOLDER under the Lease, Co-operating Agreement, or these Rules ORGANIZATION may:

1. cause the KEYHOLDER's key to be deactivated;
2. take legal action against KEYHOLDER to recover all damages incurred by ORGANIZATION resulting from such default and/or improper use of the KEY; and
3. pursue any other remedy available at law or in equity.

7. **STATEMENT OF ADMINISTRATION PROCEDURES AND OPERATING STANDARDS**

KEYHOLDER acknowledges that the use of the Service is also subject to the terms and conditions of the Administration Agreement and the Statement of Administration Procedures and operating standards for the Service, and that failure of UTFCS or the ORGANIZATION to perform any of its obligations under the Administration Agreement or the Statement may detrimentally affect KEYHOLDER's use of the Service. KEYHOLDER expressly waives any right to exercise any right or remedy arising under, relating to or by virtue of any default by any person under the Administration Agreement, the Statement and/or any other agreement executed and delivered in connection with the use or leasing of the Service. KEYHOLDER further acknowledges and agrees that UTFCS and/or the ORGANIZATION may exercise any remedies any of them have under the Administration Agreement or the Statement.

8. **SYSTEM FEES**

KEYHOLDER acknowledges that the annual System fees and other fees payable in connection with the use and lease of the system may be adjusted pursuant to the terms and provisions of the Co-operating Agreement.

9. **SOFTWARE LICENSE**

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

10. **ACKNOWLEDGEMENT**

KEYHOLDER acknowledges that neither the Service, the Key Box, the ActiveKEY, nor any other UTFCS product used in connection with the Service is a security system. The Service is a marketing convenience key control system and as such any loss of ActiveKEYs or eKEYS or disclosure of personal identification numbers compromises the integrity of the Service. KEYHOLDER shall use its best efforts to insure the confidentiality of all components of the service.

The Co-Op Key holder is bound by existing Key Lease Agreement through the Primary Key Issuer.

My signature below acknowledges: 1) I have received a copy of the MLS Rules and Regulations, including Key Rules and agree to abide by such rules, 2) 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, 3) 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, 4) I have read and understand this application, 5) I certify all information within this application is true and correct, and 6) I authorize the Delta Association to charge my credit card listed above for the "Charge Amount".

Signature of Applicant: _____

Date: ____/____/____

Signature of your Broker: _____

Date: ____/____/____