

REALTORS® Association of Northeast Wisconsin MLS
APPLICATION / LEASE AGREEMENT for ELECTRONIC LOCKBOX KEY SYSTEM
NEW KEYHOLDER

September 2011

(Keyholder may license eKEY software directly from UTCFS)

In consideration of the mutual agreements and promises contained herein, the party signing below agrees that 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 **LEASES** to the MLS Participant and Keyholder named below and licenses the use thereof, an electronic LockBox system device called a DisplayKEY with cradle with software and services applicable thereto (collectively referred to as the "Display KEY"). UTCFS licenses directly to the Keyholder the eKEY Software, an alternative to the DisplayKEY. Except where otherwise specified, KEY shall refer to both DisplayKEY and eKEY. All Keyholders, whether leasing a DisplayKEY or licensing an eKEY shall be required to complete this Agreement.

1. The Service and RANW MLS

The REALTORS® Association of Northeast Wisconsin MLS (the "Organization" and/or "RANW MLS" and/or "MLS"), of which the Keyholder/Applicant's Company is a member, has leased for the use of its members an electronic LockBox system (the "Service") manufactured and distributed by UTCFS; under a Master Agreement between MLS and UTCFS.

a. The MLS leases to Keyholder, and Keyholder leases from MLS, the DisplayKEY equipment described above (which may be new or refurbished) and software/services applicable to the operations thereof. UTCFS licenses directly to the Keyholder any eKEY software and related services. MLS grants to Keyholder (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which MLS licenses from UTCFS, a division of UTC Fire & Security America's Corporation, Inc. ("UTCFS"), which is necessary for the use and operation of the Equipment (the "Network") and (ii) a limited, non-exclusive, nontransferable sub-license to use the software MLS licenses from UTCFS (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide published by UTCFS, which will be provided to Keyholder and is incorporated herein by reference.

b. This Agreement shall commence on the signature date of all parties and have a continuous term equal to the balance of the term of the Master Agreement between MLS and UTCFS, unless terminated earlier or extended pursuant to the provisions of this Lease. The eKEY Keyholder Agreement shall have a term as defined in eKEY Keyholder Agreement.

c. Keyholder agrees to comply with the Rules and Regulations as implemented from time to time by MLS relating to the use of the Service and to any MLS Data which may be provided through the Service, which are set forth in the Rules and Regulations of the MLS and/or its MLS system (as from time to time amended), and in the User's Guide. By executing this Agreement, Keyholder agrees to maintain the security of the Equipment and any Data provided through the Service, and the Personal Identification Number of each piece of Equipment, to prevent the use of the Equipment or Data by unauthorized persons. Keyholder further agrees that neither the Service, nor any other UTCFS 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.

d. Keyholder understands that, in order to make the Service available to Keyholder, MLS and UTCFS entered into a Master Agreement that provides the terms under which UTCFS will provide the Service. Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Lease, the Service will no longer be available to Keyholder and this Lease will terminate in accordance with any termination provisions of this Agreement. In the Master Agreement, UTCFS has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one year prior written notice to MLS. If UTCFS discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, MLS 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.

2. Eligibility

a. All MLS member Brokers and Appraisers (also referred to herein as Participants), their sales associates, and licensed or certified Appraisers and their Appraiser Trainees; or the Brokers, sales associates and licensed or certified Appraisers and associated Appraiser Trainees of a member firm of any other REALTOR® Board or MLS 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, all MLS access fees must be paid when due and the Keyholder MUST be a qualified Broker or Appraiser Participant of, or maintain affiliation with, an eligible member Company and keep the MLS informed of said Company, and must be in compliance with the terms of this Agreement and the Rules and Regulations of the MLS.

c. Any Broker or Sales Associate or Appraiser/Appraiser Trainee NOT currently affiliated with an eligible MLS member Participant will not be permitted to continue access to the System, even if said Associate was previously affiliated with an eligible Participant, has leased a KEY, or has paid the access fee. When any Associate/Appraiser/Appraiser Trainee again becomes affiliated with an eligible Participant, and the Keyholder and new Participant have executed a new KEY agreement, system access will be reinstated from that time forward subject to payment of any access fee for the then current service period.

d. Keyholder may not sell, transfer, or assign the KEY or any services derived there from 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 and be subject to any and all penalties allowed.

e. Applicant/Keyholder shall notify MLS at the time of application if 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.)

RANW MLS may refuse to lease 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 State of Wisconsin or any other state, or of any similar charges currently pending against an individual, if the crime, in the determination of the Board of Directors, and after consultation with legal counsel, relates to the real estate business or to damage or loss of property or that may place clients, customers or other real estate professionals, or their property, at risk, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.

RANW MLS may suspend the right of members to access or use KEYS following their arrest and prior to the conviction for any felony or misdemeanor crime which, in the determination of the Board of Directors, and after consultation with legal counsel, relates to the real estate business or to damage or loss of property or that may place clients, customers, or other real estate professionals, or their property, at risk, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.

f. 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.

3. **Possession of KEY**
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 will issue, on a lease basis, a DisplayKEY and the software/services applicable thereto to applicant. Applicants may opt for eKEY Software and services, such software to be licensed and services provided directly through UTCFS. Keyholder may only possess one KEY at a time and KEYS may not be shared. The KEY operates the LockBox. **If Keyholder loses the KEY or KEY equipment for any reason, Keyholder must pay for a replacement KEY or equipment for the amount then in effect between RANW MLS and UTCFS.**
4. **Purpose**
A Keyholder shall use the KEY only for the intended purpose of gaining authorized entry into real property on which a System LockBox has been installed subject to further provisions of Section 5.
5. **Authorization**
Having a KEY does not allow automatic access to properties in the MLS. All Keyholders must contact the listing office, identifying him/herself, in order to seek prior authorization 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.
6. **Current Update Code**
Keyholder acknowledges that the KEY has an update code which expires **every day**, prohibiting further use of the KEY until a new current update code is obtained from the update methods provided by UTCFS and activated by the Keyholder into the KEY. Update codes will only be issued to Keyholders who are in good standing with the MLS, and who are in compliance with the terms of this Agreement, and the MLS Rules and Regulations as from time to time amended.
7. **Payment and Fees:**
a. Participant -- Access fees
The monthly MLS access fee for access to and use of the LockBox system is calculated per licensee in each participating office, whether or not the licensee has a KEY (either DisplayKEY or eKEY). Invoices will be sent to each Participant monthly and shall be due from the Participant to the MLS. Access fees must be paid PRIOR to the beginning of each service period. Failure to pay the access fee when due will result in the interruption/termination of access. Payments received after the due date will reactivate authorization back to the beginning of the then current service period. There shall be no refunds for partial service periods for those who terminate participation. For new Participants beginning during a service period, the fee will be prorated on the same basis as the MLS service fee.
b. Keyholder – DisplayKEY
During the initial conversion period of the SuperKey to the DisplayKEY system, an exchange of a DisplayKEY will be offered at no additional fee to members who hold an active SuperKey in good working order. Following the conversion period, the initial fee to sublease a DisplayKEY and DisplayKEY cradle from MLS is \$250 per member in advance. The initial fee to license eKEY Software, an optional alternative to the DisplayKEY, is available at fees set forth by UTCFS, plus any applicable monthly service fee charged by UTCFS, payable to UTCFS according to the terms and conditions of the License between Keyholder and UTCFS. Keyholders may sublease a DisplayKEY or license eKEY software; they may not hold both. Keyholders utilizing either the DisplayKEY or the eKEY software will continue to be responsible to pay to the MLS through the Keyholder's company, the MLS monthly service fee applicable to the MLS lockbox service and the information contained within the System. Fees are subject to change.
In the event of failure by an associate of a Participating Broker or Appraiser to pay any fees owed in connection with the use of the system, the Participating Broker/Appraiser shall be responsible for payment in accordance with the terms set forth herein and in the Rules of the MLS. eKEY Keyholders are responsible for payment of all System Fees in accordance with the terms and conditions of the eKEY Keyholder Agreement.
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 UTCFS to be due either to MLS and/or UTCFS, and by concurrently returning the KEY to MLS. Upon termination of a Keyholder's use of the Service, or in the event that RANW MLS or UTCFS determines that it must take action for security purposes or failure to pay, RANW MLS or UTCFS may deactivate the KEY and exercise all rights and remedies available as outlined in this Agreement.
a. Keyholder may terminate this Agreement at any time by returning the 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. ALL DisplayKEYS & DisplayKEY EQUIPMENT MUST BE RETURNED UPON TERMINATION FOR ANY REASON, INCLUDING EXPIRATION OF THE TERM OF THIS AGREEMENT. In such event, the Keyholder shall immediately return to the MLS, the DisplayKEY with all Software and any components included with the Service that have been leased to Keyholder pursuant to this Agreement, in good condition, repair and working order, ordinary wear and tear excepted. A prorated rebate will be given for DisplayKEYS returned in good working order (amount to be determined annually by the Board of Directors of the MLS). eKEY Keyholders agree to delete all Software provided by UTCFS.
- The displaykey and cradle RANW MLS has assigned to you is leased equipment. When your membership goes inactive or you transfer to a company who does not participate in the Lockbox Program, you need to return all of the lockbox key equipment to RANW MLS per the RANW MLS Application/Lease for Electronic Lockbox Key System New Keyholder Agreement.
- The equipment to be returned includes displaykey, cradle, (ac adapter and phone cord or USB cable).
- Once the lockbox key equipment is returned to RANW MLS, if there is to be a credit, it will be issued to the company.

IN THE EVENT THAT KEYHOLDER FAILS TO RETURN ALL EQUIPMENT LEASED TO KEYHOLDER UPON TERMINATION OF THIS AGREEMENT OR AT THE EXPIRATION OF THE TERM, KEYHOLDER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND DIFFICULT TO ASSESS ACTUAL DAMAGES TO MLS, AND THEREFORE AGREES TO PAY TO MLS AS LIQUIDATED DAMAGES FOR SUCH FAILURE TO RETURN THE EQUIPMENT, AN AMOUNT DETERMINED TO BE TWO (2) TIMES THE THEN COST OF THE EQUIPMENT, PLUS IN THE EVENT OF COURT ACTION, REASONABLE ATTORNEY'S FEES AND COURT COSTS.

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 LockBoxes – Keyholder Responsibilities (for purposes of this Paragraph, the term KEY is defined as the DisplayKEY and/or eKey)

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 attend 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 to be attached
- d. Not to attach shackle code to a LockBox or allow to be attached
- e. **Not to loan, share or otherwise transfer the KEY to any person or entity, or permit any person or entity to use or share the KEY, whether or not a 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 48 hours, of a loss or theft of the KEY or any LockBoxes 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 police report 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
- k. To follow all additional rules and regulations and security procedures as specified by UTCFS and RANW MLS, as from time to time amended
- l. To safeguard the code for each LockBox from all other individuals and entities, whether or not an authorized Keyholder.

10. Audit/Inspection

Upon receipt of written notice, Keyholder shall immediately submit the KEY 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 (WHETHER DISPLAYKEY OR eKEY) 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 UP TO \$5000.00 LIQUIDATED DAMAGES FORFEITURE, OR BOTH, AS DETERMINED BY THE RULES AND REGULATIONS OF THE MLS AND POLICY OF THE NATIONAL ASSOCIATION OF REALTORS AS FROM TIME TO TIME AMENDED. HOWEVER, NOTHING SHALL PREVENT THE MLS FROM SEEKING DAMAGES BY A COURT OF COMPETENT JURISDICTION.

12. Breach (A Breach of this Agreement is an Event of Default)

A breach of this Agreement shall occur in the event that (a) the KEY is lost or stolen; (b) Keyholder permits an unauthorized person or entity to possess or use the KEY (DisplayKEY and/or eKEY); (c) the Keyholder fails to pay an amount in connection with the use or financing of the Service when due; (d) the Keyholder breaches, fails to observe, keep or perform these Rules and Regulations or any obligation or provision of any agreement executed and delivered by the Keyholder in connection with the use or financing of the Service; or (e) RANW MLS in its sole discretion determines that it must take appropriate action for security purposes.

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 one or both of Keyholder's sub-licenses to use the Network and to use the Software;
 - (iii) Direct UTCFS to 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 liquidated 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.
- b. Upon the occurrence of an Event of Default by MLS or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment to MLS and to pay MLS any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment.
- c. If MLS deactivates the Service because of a breach by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek 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 confirmation of the curing of such breaches and the receipt of payment of such amounts, MLS shall direct UTCFS to reactivate the Equipment within a reasonable period of time. MLS reserves the right to impose an administrative fee to reactivate the service.
- d. 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 attorneys 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.

e. 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 UTCFS, 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**

Participant/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 UTCFS relating to such misuse, Participant/Keyholder agrees to indemnify, defend and hold harmless RANW, RANW MLS and/or UTCFS, 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 UTCFS in such proceeding. The provisions of this paragraph shall survive indefinitely.
- b. That neither UTCFS nor RANW nor RANW MLS shall be liable to Participant/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 UTCFS 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 Participant/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 (applicable to DisplayKEY or eKEY software).
- e. That Participant/Keyholder or Keyholder applicant agrees to waive any claim against RANW MLS or RANW for investigation and decision regarding the rules of this KEY Agreement, and authorizes anyone to provide information to the MLS and or Association in regard to such investigation.
- f. To provide MLS and UTCFS with written notice of any legal proceeding or arbitration in which Participant/Keyholder is named as a defendant and that alleges defects in the System/Equipment within five (5) days after Participant/Keyholder receives written notice of such action.
- g. That Participant/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 Participant/Keyholder as a result of Participant/Keyholder's failure to act in accordance with this Agreement. In the event RANW MLS or RANW commences legal proceedings against Participant/Keyholder to enforce or interpret any of the provisions of this Agreement, Participant/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**

The Service/Equipment is warranted under the Master Agreement with UTCFS (directly or indirectly for the benefit of MLS and/or Participant) 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. UTCFS shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to MLS at Keyholder's sole cost and expense and MLS shall provide all repaired or replacement Equipment to Keyholder. 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 UTCFS 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, including the software or equipment such as LockBoxes and KEYS, may not be compromised or circumvented, or that products will prevent any loss by burglary or other criminal action, compromise or circumvention. The LockBox Service is not designed or marketed as a security system. Any loss, abuse or misuse of the LockBox/KEY/Component will compromise the integrity of the LockBox Service.

In the event any of the malfunction or failure of any KEY or LockBox component, or of the LockBox Service, the sole remedy shall be as set forth above being repair or replacement. In no event shall MLS be liable for any lost business, or any direct, incidental, special or consequential damages, or any other claims arising from or relating to the use, the inability to use, or the implementation of the KEY/LockBox/LockBox System Services Program.

17. **General Provisions**

- a. This Agreement constitutes the entire agreement between MLS and Keyholder relating to the Agreement of Equipment and use of the Service.
- b. This Agreement shall be effective and binding when fully executed by all parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.
- c. This Agreement shall be amended only by a written agreement signed by the parties, except where the amendment is by Rules and Regulations.
- d. 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.
- e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- g. This Agreement shall be governed by the laws of the State of Wisconsin.
- h. 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.
- i. Keyholder/Participant by signature hereto authorizes MLS to enforce any Lease provision as pertains to any Lease of the eKEY system by UTCFS to Participant, where the enforcement thereof is deemed necessary by MLS in the enforcement of any term, covenant or condition of this Agreement.
- j. By understanding and agreement of Keyholder/Participant, and RANW and RANW MLS, this Agreement is not intended to interfere with and/or supercede and/or be in conflict with any agreement entered into by a Keyholder/Participant with UTCFS as pertains to the eKEY/eKEY services; Keyholder acknowledges and agrees, that even if Keyholder is not a DisplayKEY user, Keyholder by use of the eKEY system is in fact using materials, information and services provided by MLS to UTCFS for the purpose of eKEY operations and acknowledges that the service fee charged by MLS for the same is reasonable and necessary.

18. Arrests, Conviction, Pending Criminal Charges

Have you ever been arrested for a misdemeanor or felony crime?

Yes _____

No _____

Are criminal charges now pending against you?

Yes _____

No _____

Have you ever been convicted of a misdemeanor or felony crime?

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 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 real estate license, or appraisal license or certification 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.

ACKNOWLEDGEMENT BY THE KEYHOLDER AND PARTICIPANT

The Keyholder and Participant acknowledge and agree that neither the LockBox, LockBox System Services Program, the KEYS, or any other Components or aspect of the Service is a security system. Neither the LockBox nor the LockBox System Service Program are alarmed, nor can they prevent entry into a location. The Service is sold as a marketing convenience KEY control system, and as such any loss of KEYS or disclosure of personal identification numbers compromises the integrity of the service. Keyholder and Participant shall use all reasonable efforts to insure the confidentiality and integrity of all components of the LockBox System Services Program.

STATEMENT OF APPLICANT

The Keyholder and Participant state 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 LockBox System access or other privileges granted to me.

KEYHOLDER/Applicant:

(Print name) (Signature) Date

PARTICIPANT Broker or Appraiser:

(Print name) (Signature) Date

Company Name _____ Company ID # _____

Address: _____ Phone: _____ Fax: _____

Return ALL 5 pages to RANW MLS - - Keep a Copy for Your Records

Lease fee (\$250 + tax) must accompany Key Agreement. Thank you.

PLEASE COMPLETE IF PAYING BY CREDIT CARD

FOR OFFICE USE ONLY:

Charge: (VISA / MasterCard accepted)

Card # _____ Exp.Date _____

Amount \$ _____ (**\$250 + Tax**)

Print Name As Appears On Card _____

Cardholder's Signature _____

Date _____

Agent # _____

Key # Assigned _____

Date Assigned _____

Check # _____

Amount \$ _____

Name on Check: _____

Payment received date: _____