



**ELECTRONIC KEYBOX SYSTEM
RULES & REGULATIONS**
NORTHERN KENTUCKY MULTIPLE LISTING SERVICE
A Subsidiary of the Northern Kentucky Association of REALTORS®

With Updates through February 8, 2013

The following rules shall apply to participants or subscribers of the Northern Kentucky Multiple Listing Service or members of the Northern Kentucky Association of REALTORS®. These rules have been established by the Northern Kentucky Multiple Listing Service (NKMLS) and shall remain in full force and effect until changed or modified by the Directors of NKMLS.

MLS PARTICIPANTS OR SUBSCRIBERS

Participation

As the Participant or Office Manager of NKMLS, if you own or lease keyboxes, you must be an active Keyholder in order for firm licensees to become subscribers in the electronic keybox system.

A person who wishes to participate in the Electronic KeyBox/SupraKey System of NKMLS must be an MLS participant or subscriber, in good standing, of the Northern Kentucky Multiple Listing Service. A secondary MLS Participant/Subscriber may elect to co-op his/her existing Active Key obtained from their Primary Board/MLS. Participant/Subscriber agrees to adhere to Key and Keybox Rules and Regulations as established by the Directors of NKMLS.

A member keyholder may authorize a non-member sales associate who holds active membership in the Supra Active Key system of another KY Board/MLS to access the member's Supra iBox for a showing upon written authorization to NKMLS. Upon receipt of the iBox showing authorization, NKMLS will authorize (co-op) the sales associates key for 1 day access.

Licensees must pay the annual fee as established by the NKMLS Directors and execute a Lease Agreement with Northern Kentucky Multiple Listing Service, Inc. for Supra KeyBox System prior to being issued a SupraKey or KeyBoxes. NKMLS will also enforce all additional rules and regulations contained in the lease agreement.

The Active Key may not be loaned to another member of the same firm or to any other person with the exception of loans made necessary by electronic failure (not including battery failure) of the Key. In the event of an electronic failure of the Active Key, the Active Key holder may only loan or borrow an Active Key to another Keyholder associated with the same company. In the event that there is evidence that a key sharing violation has occurred, both parties involved will be fined in accordance with the sanctions approved by the Board of Directors that appear in the Enforcement of the Rules section of these Rules and Regulations.

Participants/Licensees/Secondary MLS Subscribers who choose not to become Keyholders may rent a key for \$50.00, with a 3-day minimum, and a \$250.00 deposit that would be refunded if the key is returned within the 3-day rental period. Licensees are also required to sign an agreement with NKMLS acknowledging that any use of the E-Key or Active Key must be consistent with the Electronic Keybox rules and regulations. If the key is not returned within the 3-day rental period, the deposit would be retained and the renter of the key would become a Keyholder. All Licensees shall be required to sign an agreement acknowledging that any use of the SupraKey must be consistent with the KeyBox/SupraKey rules and regulations.

All MLS participants or subscribers who desire to become Keyholders, including key renters, must come to the NKMLS office to receive training prior to being issued the SupraKey and/or Electronic KeyBoxes.

Electronic KeyBoxes/SupraKeys

Licensees participating in the Electronic KeyBox system of NKMLS (Keyholders) are not required to place Electronic Keyboxes on listed property. Licensees are encouraged to use the Electronic KeyBox on all listed property.

Licensees must update their Active Key or E-Keys nightly.

Unless instructed by the listing agent/office to do otherwise, a Keyholder shall not use his/her SupraKey to access an Electronic KeyBox without first calling the listing office to ascertain the availability of the property, make an appointment, and obtain any other instructions from the listing office.

Changes requested by a Keyholder for programming of his/her Active Key or his/her Electronic KeyBox may only be made by the NKMLS staff, however, E-key users can make changes to their E-Key and Electronic KeyBoxes at their discretion. The NKMLS staff is authorized to do the following:

- Reprogram a personal identification number (PIN).
- Reprogram the shackle code on an Electronic KeyBox.
- Reprogram Electronic KeyBoxes for hours other than the predetermined timed access currently in the Electronic KeyBox. The predetermined timed access is 8:00 a.m. to 9:00 p.m., eastern standard time, or 9:00 a.m. to 10:00 p.m., daylight savings time. Each Keyholder may, at the Keyholder's discretion, turn on or turn off the predetermined timed access on each KeyBox using his/her SupraKey. When the timed access is turned off, the KeyBox may be entered twenty-four (24) hours each day.

Leased Electronic KeyBoxes, Active Keys and/or E-Keys may not be sold or transferred.

A Keyholder who is "leaving" the real estate business or otherwise terminating their lease agreement must turn in his/her SupraKey immediately plus any leased Keyboxes.

In the event a Keyholder loses an Active Key or an E-Key and the Keyholder does not have insurance, the Keyholder will be required to pay liquidated damages as stated in the contract. Insurance for the Active Key is \$25 per year.

AFFILIATE MEMBERS:

A person who wishes to participate in the Affiliate SupraKey System of NKMLS must be an Affiliate member, in good standing, of the Northern Kentucky Association of REALTORS® must undergo a criminal background check under the guidelines as established by the Board of Directors.

All Affiliate Keyholders must hold a valid license if their industry requires licensure. Licensed Affiliate Keyholders need to provide proof of licensure along with proof of continued licensure. This requirement would include any current or future Affiliate Keyholders or their Assistants.

Any Affiliate Keyholder who fails to fulfill their licensing requirements; or such license is suspended, terminated or revoked, will lose their key privileges immediately and must return all leased key equipment to the MLS within 10 days of notification of loss of service. Further, the Keyholder will forfeit any and all fees paid for the remaining term of pre-paid key service.

Affiliates must pay the annual fee as annually established by the NKMLS Directors and execute a Lease Agreement with the Northern Kentucky Multiple Listing Service, Inc. for Supra KeyBox System prior to being issued a SupraKey or KeyBoxes. NKMLS will also enforce all additional rules and regulations contained in the lease agreement.

Employees or sub-contractors of Affiliates are entitled to utilize Active Keys, or E-Keys provided they follow the guidelines of unlicensed assistants. Each Affiliate member may lease only one (1) Affiliate Active Key per associate of the firm.

All Affiliate members who desire to become Keyholders must come to the NKMLS office to receive training prior to being issued the Affiliate Active Key.

The Affiliate Active Key may not be loaned to another member of the same firm or to any other person with the exception of loans made necessary by electronic failure (not including battery failure) of the SupraKey. In the event of an electronic failure of the Active Key, the Principal Affiliate may only loan or borrow an Active Key to another Keyholder associated with the same company.

All Affiliate members are also required to meet all other Electronic KeyBox Rules & Regulations contained herein that are applicable. Failure to abide by the rules will result in disciplinary action as outlined in herein.

UNLICENSED ASSISTANTS

An Unlicensed Assistant who wishes to participate in the Active Key or E-Key System of NKMLS without holding membership in the NKMLS must adhere to the following rules and regulations:

Unlicensed Assistants must pay the annual fee as annually established by the NKMLS Directors and execute Lease Agreement with Northern Kentucky Multiple Listing Service, Inc. for the Electronic KeyBox System prior to being issued an Active Key or KeyBox. NKMLS will also enforce all additional rules and regulations contained in this lease agreement. The lease agreement for the Electronic Keybox System must be signed by the following people:

- Unlicensed Personal Assistant
- Principal Broker of the firm or the office's broker/manager.
- Keyholder for whom the Unlicensed Assistant works, if applicable.
- Employees or Sub-Contractors

The Active Key must be issued in the name of the REALTOR who has the Unlicensed Assistant.

Unlicensed Assistants will be charged the same fees for the Active Key as the yearly Renewal Fee for the REALTORS.

Unlicensed Assistants must undergo a criminal background check under the guidelines as established by the Board of Directors. All Unlicensed Assistants who desire to become keyholders must come to the NKMLS office to receive training prior to being issued an Active Key or an E-Key.

It shall be the responsibility of the Keyholder for whom the Unlicensed Assistant works and/or Principal Broker of the firm to notify NKMLS immediately upon termination of the Unlicensed Assistant, and to be responsible for returning the Active Key and power cord.

Unlicensed Assistants may not loan their Active Key or their E-Key to another member of the same firm or to any other person with the exception of loans made necessary by electronic failure (not including battery failure) of the Active Key or the E-Key. In the event of an electronic failure of the Active Key or E-Key, the Designated REALTOR® of the firm may loan or borrow a Key to another Keyholder associated with the same principal broker.

The Unlicensed Assistants will be required to meet all other Electronic KeyBox Rules & Regulations that are applicable. Failure to abide by the rules will result in disciplinary action as outlined in herein.

GENERAL POLICIES

Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

Upon verification of a keybox system breach, the key used in the breach will be deactivated immediately.

The Multiple Listing Service may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk. Under no circumstances may a new or existing Licensee, Unlicensed Assistant, Affiliate or their Employee participate in the electronic key or keybox system if they are listed on any state or national sex offender registry. The Multiple Listing Service may suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk. Factors that can be considered in making such determinations include, but are not limited to:

- the nature and seriousness of the crime

- the relationship of the crime to the purposes for limiting lock box access
- the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- the extent and nature of past criminal activity
- time since criminal activity was engaged in
- evidence of rehabilitation while incarcerated or following release and evidence of present fitness

TERMINATION OF SERVICE

A Keyholder may terminate the lease at any time provided all fees are paid to date, the product (keys and power cord) is returned to NKMLS and all other obligations as outlined in the Keyholder's contract have been met.

COMPLIANCE WITH RULES

The following action may be taken for noncompliance with the Rules:

1. For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given the Keyholder's use of the Active Key or E-Key shall be suspended until service charges or fees are paid in full.
2. For failure to comply with any other rule, the provisions of the Enforcement of Rules shall apply.

ENFORCEMENT OF RULES

If a charge of unauthorized use is submitted in writing to NKMLS, staff will forward a copy of the complaint to the respondent. The respondent will be given a 15 day period to submit their response in writing.

The NKMLS Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

If the alleged offense is a violation of the Electronic KeyBox Rules and Regulations and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the NKMLS Directors of the Service, and if a violation is determined, the NKMLS Directors may direct the imposition of sanction as cited herein, provided the recipient(s) of such sanction may request a hearing before the Professional Standards Committee of NKAR in accordance with the Bylaws and Rules and Regulations of NKAR within twenty (20) days following receipt of the NKMLS Directors' decision.

The sanctions shall be:

- First offense: \$250
- Second offense: \$500
- Third offense: \$2500

All other complaints of unethical conduct shall be referred by the NKMLS Directors to the NKAR Directors for appropriate action in accordance with the professional standards procedures established in the NKAR's Bylaws.

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