

ASSISTANT EKEY AGREEMENT

The undersigned Member Keyholder and Assistant hereby agree that the additional eKEY assigned to the Member Keyholder for their Assistant, will be used by the Assistant only, to provide support to the Member Keyholder in their normal real estate business activities.

The undersigned Member Keyholder understands that when this additional eKEY is used, the Member Keyholder's name will be associated with the activity performed, and they are responsible for any misuse by their Assistant. In addition, the Member Keyholder agrees to pay the current annual eKEY fee for this additional eKEY.

The undersigned Assistant agrees to abide by the attached South Central WI MLS Rules & Regulations concerning the use of the eKEY.

This agreement shall be in effect until such time as the eKEY is inactivated at the request of the Member Keyholder, or it has been determined that the Assistant is no longer affiliated with the Member Keyholder, or eKey fees are past due.

THIS AGREEMENT IS NOT TRANSFERABLE.

Member Keyholder Signature

Assistant Signature

Member Keyholder Name (print please)

Assistant Name (print please)

Date

IX. **Lockbox System**

- A. Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with a local REALTOR® Association or MLS in Wisconsin and who is legally eligible for MLS access shall be eligible to lease an eKEY app subject to their execution of a service agreement with the South Central Wisconsin MLS Corporation. In certain circumstances, a Broker Addendum form must also be executed (as in the case of individuals who are not Members of the RASCW or SCWMLS).
- B. The South Central Wisconsin MLS shall refuse to lease eKEY apps, shall terminate existing eKEY app privileges and shall refuse to activate any eKEY app held by an individual convicted of a crime if the crime, occurred within the last seven (7) years and in the determination of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or other real estate professionals at risk.
- C. Showing appointments must be made through the listing company (see Section VII of MLS Handbook) No access shall be provided to listed property on terms other than those established by the owner or the listing broker.
- D. Control of EKEYS: Each agent/appraiser/inspector leasing an eKEY app will be responsible for maintaining control of that eKEY app. It is not to be loaned to another agent/appraiser/inspector or any other person. Violation of this rule will result in a fine up to \$1,000 to the agent/associate and \$1,000 to the Participant Member. Such violations may also result in loss of card privileges. A DR or owner is able to lend his/her eKEY in an emergency to a Keyholder from his/her firm who is in good standing with the MLS lockbox system, with the understanding that the loaner agrees that he/she is ultimately responsible for any wrongdoing resulting from that eKEY app use.
- E. The MLS Board of Directors will hold hearings on Lockbox system violations.
- F. A keyholder is allowed only one eKEY app. The only exception being that a designated Participant or office manager may lease additional Supra eKEY apps, to be issued on a temporary basis to other keyholders in the same office in the event their Supra eKEY app fails (becomes non-functional outside of normal business hours or under circumstances where a replacement eKEY app is not reasonably available from the Service). Fees for these additional eKEY apps will be at the same rate as all other eKEY apps.
- G. All State of Wisconsin registered Home Inspectors who are Affiliate Members or Local Affiliate Members associated with a State Affiliate Member of the Association or any other REALTOR® Board/Association are eligible to participate in the system.
- H. A limited access version of the eKEY app is available to individuals not qualifying for an eKEY app lease.
- I. A keyholder is allowed to lease additional eKEY apps for use by personal assistants provided the additional eKEY apps will only be used by said assistants for the purpose of the business dealings as relating to the keyholder's normal business activities.
- J. When an eKEY app is leased for a short-term (2 months or less) a fee of \$50 will be charged at time of issuance. If the lease is extended and becomes a regular lease, converting from a short-term lease, the additional fees will be charged and must be paid.
- K. Lockboxes 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. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed property.
- L. Non-Member Access codes can be used on a limited basis to facilitate the opening of lockboxes by individuals without a leased eKEY app.

If an MLS subscriber (qualifying for use of the lockbox system) who does not have a leased eKEY app is identified as using more than 25 codes in a calendar year, that MLS subscriber would be required to lease their own eKEY app and pay the current fees.