



ELECTRONIC KEY AGREEMENT

for eligible unlicensed Assistants of the Great Plains Regional MLS

Great Plains REGIONAL MLS (MLS) and the unlicensed Assistant named below (ASSISTANT) in exchange for valuable consideration, agree as follows:

1. MLS authorizes ASSISTANT to lease an electronic key which ASSISTANT acknowledges is the property of a supplier and is not the property of MLS or ASSISTANT. ASSISTANT agrees to execute a Keyholder Agreement with the supplier before using the electronic key.
2. ASSISTANT certifies that he or she is engaged in the real estate service industry described in the attached Assistantship application and that the key will be used solely for purposes related to that business.
3. ASSISTANT agrees to abide by the bylaws, rules and policies of the MLS and of the Omaha Area Board of REALTORS®, and to familiarize himself or herself with the REALTOR® Code of Ethics and to conduct his or her business in conformance with its principles. Any member may be reprimanded, fined placed on probation, suspended or expelled for a violation of these tenets for conduct which in the opinion of the Board of Directors, applied on a non-discriminatory basis, reflects adversely on the term REALTOR®, REALTORS®, and the real estate industry, or for conduct that is inconsistent with or averse to the objectives and purposes of the REALTOR® organization.
4. ASSISTANT acknowledges and agrees that fines and/or the loss of key privileges may result for violation of the bylaws, rules, policies or code of ethics cited above or for a violation of this agreement. ASSISTANT acknowledges that fines may be assessed up to \$15,000.
5. It is a violation for ASSISTANT to transfer or loan the electronic key to any person or entity. It is also a violation for ASSISTANT to disclose his or her personal identification number (PIN), or to allow the PIN to be obtained by any other person or entity, or to write the PIN on the electronic key, or attach the PIN to the electronic key. Violation of this rule will result in the termination of key service and loss of future key privileges.
6. It is a violation for ASSISTANT to use the electronic key to gain access to a property, or to allow any other person to gain access to a property, without first having obtained specific permission for the access from the listing agent or broker. ASSISTANT may only access properties listed by the agent they are authorized to do work for. Violation of this rule will result in termination of key services and loss of future key privileges.
7. ASSISTANT agrees to immediately give notice to MLS if the key is lost, stolen, or otherwise outside the control and possession of ASSISTANT. Failure to notify MLS will result in termination of key services and loss of future key privileges.
8. ASSISTANT and ASSISTANTS' employer acknowledge and agree to indemnify, defend and hold harmless MLS and its employees, directors, officers, agents, representatives, 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, or in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by MLS in such proceeding due to a violation of the agreement or the use of the electronic key issued to ASSISTANT.

9. MLS shall not 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 ASSISTANT's use or inability to use the electronic key.
10. The Agreement is terminable by either party on written notice the address shown below. On termination hereof, ASSISTANT agrees to immediately return the key to MLS.

ASSISTANT Firm Name

ASSISTANT (Print Name)

ASSISTANT (Signature) DATE

RESPONSIBLE AGENT (Print Name)

RESPONSIBLE AGENT (Signature) DATE

Send notices to:

Electronic Key Manager Omaha Area
Board of REALTORS®
11830 Nicholas Street
Omaha, NE 68154
Email: Porscha@OmahaREALTORS.com