

LOCK BOX SYSTEM POLICY & PROCEDURES

1. The Association has ownership to the entire “Lock Box System.” The Keys are owned by the Association and leased to authorized users. Lock Boxes owned by the Association that are leased to MLS/KARIN Participants can be recalled at any time.
2. The Lock Box system is a service of MLS/KARIN and every MLS/KARIN Participant and every non-principal broker, sales licensee, and licensed appraiser who is affiliated with an MLS/KARIN Participant and who is legally eligible for MLS/KARIN access shall be eligible to hold a Key subject to their execution of a lease agreement with the MLS.
3. MLS/KARIN Participants must execute a (Key Lease Agreement) prior to being issued a Key. The Lease Agreement must be completed and signed by the Designated REALTOR[®], Principal Affiliate or other authorized signatory. MLS/KARIN will enforce all of the terms and provisions contained in said lease agreement. If a Participant ceases to have a current or valid Lease Agreement, the Participant shall still be bound by these rules and regulations so long as such Participant is in possession of a Key or Lock Box. Violation or breach of the terms and conditions of the “Lease Agreement” shall be deemed violations of these rules and regulations.
4. The fees as set from time to time by the Association for the Keys may be higher for Non-Participating Members than for Participating Members.
5. Keys may not be used under any circumstances by anyone other than the authorized user, except as provided elsewhere in this statement of policy. If it is determined that a Key has been used by an individual who is not an authorized user, this shall be considered a violation of MLS Policy and subject to a fine.
6. MLS/KARIN may refuse to 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 MLS/KARIN, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

MLS/KARIN may suspend the right of Lock Box Key authorized users to use Lock Box Keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of MLS/KARIN, 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 determination include, but are not limited to:

- (a) the nature and seriousness of the crime
- (b) the relationship of the crime to the purposes for limiting Lock Box access
- (c) the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- (d) the extent and nature of past criminal activity
- (e) time since criminal activity was engaged in
- (f) evidence of rehabilitation while incarcerated or following release and
- (g) evidence of present fitness

7. No one shall be required to lease a Key from the Association except on a voluntary basis.

8. MLS/KARIN may, at its discretion, lease Keys to Affiliate Members of GKAR who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the authorized user and by a principal, partner, or corporate officer of the authorized user's firm.
9. MLS/KARIN may, at its discretion, lease a Key to unlicensed personal assistants who are under the direct supervision of an Association REALTOR[®] member, on the same terms and conditions as REALTOR[®] members, provided a Lease Agreement is signed by the applicant and the firm's Designated REALTOR[®] for whom the licensed designee works signs the "Authorization for Personal Assistant to Hold Key" form.
10. All parties who sign the Lease Agreement on behalf of an unlicensed assistant as well as the unlicensed assistant themselves are responsible for any violations.
11. MLS will monitor lock box distribution and may require Lock Boxes to be returned to the MLS office within 10 calendar days of notification.
12. Participants and Subscribers may purchase additional Lock Boxes, card readers, and accessories.
13. No more than one (1) Key shall be leased to an authorized user.
14. Lock Boxes may not be placed on a property without written authority from the seller(s), as established in the listing contract or in a separate document. These documents may be audited periodically by the MLS department. A fine may be levied by the MLS Department for any missing or non-existent paperwork.
15. No MLS/KARIN Participant or authorized user may enter a property using a Lock Box without the owner's or listing broker's/agent's permission. Such permission may be granted by the listing broker/agent specifying permission to use the Lock Box in the MLS listing.

If an authorized user accesses a Lock Box and finds the Key missing, or the property is unlocked or damaged, the authorized user is required to notify the listing office immediately.
16. Authorized user will not write their Personal Identification Number (PIN) number on the Key. To do so compromises the security of the entire Lock Box system. A fine, as well as penalties, may be levied by the Association in the misuse and compromise of the Lock Box System.