



## **KCRAR Keybox and Lockbox Policy – Adopted March 2006**

*Revised July 2011*

The Electronic Keybox System is a service of the Kansas City Regional Association of REALTORS®. Supra is the Electronic Keybox and Lockbox System vendor. The following Keybox and Lockbox system policies are to be administered by the Association.

1. Every Association REALTOR® member in good standing and who meets the criteria of the Supra Keybox and Lockbox Policy shall be eligible to hold a SupraKey, subject to their execution of a lease agreement. Membership in the Multiple Listing Service is not a requirement to participate in the System.
  2. Affiliate members of the Association who are actively engaged in a recognized field requiring inspection of property or access to listed properties, may lease an Affiliate SupraKey, provided a lease agreement is signed by the SupraKey holder and by a principal, partner, or corporate officer of the Keyholder's firm. Affiliate Keys, also known as Call Before Showing (CBS) keys are leased to Affiliate members as a service and convenience to the Realtor/Members of Kansas City Regional Association of Realtors.
  3. REALTORS from other Associations may lease SupraKeys and will be charged a fee 50% higher than KCRAR REALTORS pay.
  4. Unlicensed personal assistants who are members in good standing of the Association and are under the direct supervision of an Association REALTOR® member, may lease a SupraKey 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 Supra Key" form. All parties who sign the lease agreement on behalf of an unlicensed assistant are responsible for any non-conforming actions or misuse of equipment or the service. Licensed personal assistants may only lease SupraKeys and/or Keyboxes if they are REALTOR members of KCRAR.
  5. Licensed real estate agents whose licenses are with Referral Companies or are with non-REALTOR firms may NOT lease SupraKeys or Keyboxes.
  6. When a SupraKey holder, whether a REALTOR, Affiliate, or unlicensed personal assistant, a) no longer chooses to participate in the Electronic Keybox System, or, b) is no longer a member of the Association, or c) transfers to a different firm, the SupraKey holder is responsible for notifying the Association of such change. In the case of discontinuing the service or termination of membership, the SupraKey holder is responsible for turning in the SupraKey and leased keyboxes within 7 days, and fulfilling any other terms agreed to in the lease agreement.
- Lease charges on Keys will continue to be billed by Supra until all equipment is returned to the Association and the proper cancellation forms are signed and submitted. Leased keyboxes assigned to that member, if applicable, must be returned within 7 days or the individual will be charged the full price for the replacement of the keybox.
7. Affiliate Members and Personal Assistants are not allowed to lease Keyboxes from the Association. Realtor members who are not SupraKey holders may not lease Keyboxes.
  8. The Association may refuse to sell or lease SupraKeys, may terminate existing SupraKey lease agreements and may refuse to activate or reactivate any SupraKey held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Association, relates to the real estate business or puts or threatens to put clients, customers, or others at risk.

The Association may suspend the right of SupraKey holders to use SupraKeys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Association, relates to the real estate business or which puts or threatens to put clients,

customers, or others at risk. Factors that can be considered in making such determinations 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 keybox 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.

## **RULES & REGULATIONS**

1. When signing up for the Supra Key services, the member must be present to receive the Suprakey. SupraKeys cannot be mailed or picked up by others. Supra Keyboxes and Lockboxes may not be transferred or assigned from one member to another.
2. For defective Key replacement the Keyholder must be present at the KCRAR offices to exchange defective keys or to have Personal Digital Assistants (PDAs) reprogrammed. The Keyholder may, however, send a representative to exchange defective keys or to reprogram PDAs if the following is observed:
  - a. The Keyholder completes the **Key Exchange Authorization Agreement** form with date and signature,
  - b. A GE/Supra Support reference number is obtained by contacting Supra Support toll free at 1-877-699-6787,
  - c. The Keyholder attach a copy of his/her valid state issued drivers license to the completed **Key Exchange Authorization Agreement**,
  - d. The representative present their drivers license at the time of the exchange.

At the discretion of KCRAR management, additional verification may be required in order to maintain key system security and integrity.

3. When leasing an Affiliate Key, the Association does not guarantee to the Affiliate that Realtors will provide CBS codes for the Member's Keyboxes. It is solely at the discretion of the Realtor to provide CBS codes to Affiliates for their own Keyboxes and to maintain records of their own CBS codes. For security purposes, the Association cannot release CBS codes to Affiliates; the codes must be obtained through the listing agent.
4. Electronic Keyboxes may not be placed on a property without the written authority of the seller. This authority may be established in the listing contract or in a separate document created for that purpose. Members participating in the Electronic Keybox System are not required to place a keybox on a listed property.
5. It is the responsibility of the Listing Agent to assure that the Keybox is firmly attached to the premises. Keyboxes that are not attached to the property in a secure manner may be compromised resulting in property theft or damage, for which that listing agent will be charged full price for the replacement of the keybox.
6. The Association will only provide shackle codes for keyboxes to the Keyholder to which the Keybox is assigned. One shackle code or Call Before Showing (CBS) code can be given over the telephone to the Keyholder who has leased the Keybox, if requested. For security and identification purposes, the member must provide their MLS login name and

4-digit password. If the member does not subscribe to MLS other form of identification will be required.

For more than one shackle or CBS code, the member must send a request either by secure email, fax, letter, or in person, and provide their MLS login and password. The shackle codes will then be sent to the member using the email address or mailing address the Association has on file.

7. At the discretion of the Association, Brokers may be provided with shackle codes for Keyboxes leased by their agents. These requests must be in writing on company letterhead and signed by the Designated Realtor for the firm.
8. Members may lease Keyboxes from the Association offices at any time during normal business hours. The lease of a Keybox requires the signature of the member on the lease agreement before the Keybox can be released to the member.
9. If the member is unable to come to the Association offices to lease Keyboxes, they may send another person in their place. The Association will not mail or ship Keyboxes. A signed lease agreement and a signed statement specifying the person sent to pick up the Keyboxes is acting as a representative of the Keyholder is required before the Association can release leased Keyboxes to that person.
10. A Supra Keyholder may not use the SupraKey to access a Keybox without first calling the listing office or co-op to ascertain the availability of the property and to schedule a preview or showing, unless instructed otherwise in writing by the listing office or if stated in MLS that appointments to show or preview are not necessary. Repeated violations of this rule may result in penalties, including but not limited to fines up to \$500 for each violation and/or suspension from use of the Electronic Keybox System for a specified period of time.
11. A Supra Keyholder may not use the SupraKey to access a Keybox and enter any property for any purpose other than the intended use of the Keybox system. Violation of this rule may result in penalties, including but not limited to fines up to \$500 for each violation and/or suspension or termination from the Keybox System. In the event of misuse of the Keybox system, the Association may notify all interested parties.
12. SupraKey holders shall not allow their SupraKey to be loaned, given or used by other persons at any time. Violations of this rule will result in penalties, including but not limited to a fine of up to \$5,000 for each violation of this rule and/or suspension from use of the Electronic Keybox System for a specified period of time. The only exception to this rule is the temporary loaning of a SupraKey to another authorized SupraKey holder as a result of the electronic failure of the second keyholder's SupraKey. Both SupraKey holders must be affiliated with the same broker. The SupraKey holder temporarily borrowing a SupraKey due to the failure of a SupraKey must notify the Association in writing within 72 hours that the SupraKey is defective, that the defective SupraKey is being returned to the Association for replacement with this written notice, and the name of the Keyholder who loaned the Key to them. The defective SupraKey must be returned to the Association for replacement within 72 hours.
13. Electronic SupraKey holders acknowledge that it is necessary to maintain security of the SupraKey and its personal identification number (PIN) to prevent use by unauthorized persons. SupraKey holders agree to:
  - a. Keep the SupraKey in a safe place at all times.
  - b. Not attach the PIN number to the SupraKey. (fine up to \$500 for each violation)

- c. Not assign their leases, or transfer their SupraKeys or Keyboxes from one member to another member.
  - d. Not destroy, alter, modify disassemble, or tamper with the key.
  - e. Notify the Association immediately but no later than 48 hours of the loss or theft of the SupraKey.
  - f. Follow any additional security procedures specified by Supra or the Association.
14. The listing participant shall remove the Electronic Keybox from the property within 48 hours after the listing expires, results in a closed sale or property rental, or whenever notified by property owner to remove the Electronic Keybox.
  15. If a SupraKey holder accesses an Electronic Keybox and finds the property key missing, or the property is unlocked or damaged, the SupraKey holder is required to notify the listing office immediately.
  16. Any SupraKey holder may be assessed penalties for violations of these Electronic Keybox System Rules. Penalties may include letters of reprimand, fines as specified, suspension from use of the Electronic Keybox System for a period of time, and/or permanent revocation from the Electronic Keybox System.
  17. A SupraKey holder and/or responsible person/entity, shall be required to pay damages to offset all of the costs of re-establishing the security of the overall Supra Electronic Keybox System if it is determined the security has been compromised through the negligence or fault of the SupraKey holder.