



“Committed to the Highest Standards”

COOPERATIVE KEY APPLICATION PROCEDURES

Thank you for inquiring about participating in Sutter-Yuba Association of REALTORS (MLS). Outlined on this cover sheet are our Cooperative Key application procedures.

The following items **MUST BE RECEIVED** in order to process your application request:

- Cooperative Key Application: Must be fully completed and signed.
- California Department of Real Estate License: You must be actively listed on the BRE website (www.bre.ca.gov) to be eligible for Cooperative Key Service with Sutter-Yuba Association of REALTORS. Please note that the office information listed on the Cooperative Key Application must match your BRE record.
- Picture ID: A copy of your picture ID (driver's license, passport, etc.).
- Cooperating Key Agreement: Must be fully completed in order to be processed. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
- Payment: Includes Cooperative Key Admin. Fee and quarterly (pro-rated) fees. Payment must be collected in order to complete the application process.

IMPORTANT NOTES: You must be in good standing and key service must already be established with your Primary MLS in order for your Cooperative Key application to be processed.

You may fax, hand-carry or e-mail your application package to SYAOR Office.

Sutter-Yuba Association of REALTORS

1558 Starr Drive
Yuba City, CA 95992
Phone: (530) 674-4222
Fax: (530) 674-4304

SYAOR COOPERATIVE KEY APPLICATION

Return by email or fax to (530) 674-4304
CALL US WITH YOUR CREDIT CARD INFORMATION
WE DO NOT RETAIN DATA - IT IS SHREDDED AFTER EACH TRANSACTION
 Please allow 24 hours for Application processing
 SYAOR Business hours are Monday–Friday 7:30 – 4:30 pm

Applicant Information	First Name _____ Middle Initial _____ Last Name _____ <small>(as it appears on your license)</small> Nickname _____ <small>(as it appears on the Roster)</small> Home Address _____ City _____ State _____ Zip Code (+ Four) _____ - _____
Firm/Office Information	Firm Name _____ <small>(as it appears with DRE)</small> Street Address _____ City _____ State _____ Zip Code (+ Four) _____ - _____ Office Phone _____ - _____ - _____ Office Fax _____ - _____ - _____ Primary MLS _____

Key Information	Serial No: _____ Pin No: _____
------------------------	--------------------------------

Applicant Contact Information	<p style="text-align: center;"> Preferred Mailing Address <input type="checkbox"/> Home <input type="checkbox"/> Office <small>(Home Address will be used as the Preferred Mailing Address unless otherwise indicated)</small> </p> Office Phone _____ - _____ - _____ Extension _____ Home Phone _____ - _____ - _____ Personal Fax _____ - _____ - _____ Primary Phone _____ - _____ - _____ Secondary Phone _____ - _____ - _____ Email Address: _____
--------------------------------------	--

License Information	BRE License Number _____ BRE License Expiration ____/____/____ BREA Appraiser License Number _____ BREA License Expiration ____/____/____ <p style="text-align: center;"> I understand and agree that if I wish to change, modify, or terminate my Cooperative Key Service with SYAOR, I must do so in writing. I declare under penalty of perjury that the information given in this application is true and correct. </p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; border: none;">_____</td> <td style="width: 30%; border: none;">_____</td> <td style="width: 30%; border: none;">____/____/____</td> </tr> <tr> <td style="border: none;">Participant/Subscriber Printed Name</td> <td style="border: none;">Participant/Subscriber Signature</td> <td style="border: none;">Date</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">____/____/____</td> </tr> <tr> <td style="border: none;">Broker's Printed Name</td> <td style="border: none;">Broker's Signature</td> <td style="border: none;">Date</td> </tr> </table>	_____	_____	____/____/____	Participant/Subscriber Printed Name	Participant/Subscriber Signature	Date	_____	_____	____/____/____	Broker's Printed Name	Broker's Signature	Date
_____	_____	____/____/____											
Participant/Subscriber Printed Name	Participant/Subscriber Signature	Date											
_____	_____	____/____/____											
Broker's Printed Name	Broker's Signature	Date											

Office Purpose Only;

SYAOR Staff
 Verification: _____ Input Date: _____ Fees Collected: \$ _____

	Membership Database
	Constant Contacts
	Quickbooks



**READ BEFORE SIGNING.
IF YOU NEED A COPY OF THIS AGREEMENT FOR YOUR
RECORDS, PLEASE MAKE A COPY. KEYHOLDER AGREEMENT**

Cooperating Key Agreement for Licensed Use
The Sutter-Yuba Association of REALTORS Multiple Listing Service Keybox System
(Cooperative Key Leased Outside the SYAOR MLS)

This Cooperating Key Agreement for Licensed Use of the Sutter-Yuba Association of REALTORS® (SYAOR) Keybox System ("Agreement") is entered into as of _____, 20_____, by and between the Sutter-Yuba Association of REALTORS®, Inc. ("Association") and _____ (Print Name), California BRE License # _____ ("Keyholder"). Association's "Keybox system" allows an authorized person to utilize an electronic system to open boxes on properties listed with the Association's multiple listing service with an electronic device known as a Key. Keyholder is currently a Participant or Subscriber in the Sutter-Yuba multiple listing service ("MLS").

Keyholder and Association agree as follows:

1. LICENSE AGREEMENT:

- a. Association hereby grants a non-exclusive, non-transferable license ("License") to Keyholder permitting Keyholder to use the Non-SYAOR Key described above together with its secret code ("access SYAOR ibox(es) collectively, the Equipment"). In addition, Association grants to Keyholder a limited non-exclusive, non-transferable sub-license to use the network, the use of which Association licenses from UTC, a division of UTC Security Inc. ("UTC"), which is necessary for the use and operation of the Equipment (the "Network") the Term (as defined in section 1(b) below and (ii) a limited, non-exclusive, non-transferable sub-license to use the software Association licenses from UTC (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service". The Service is more fully described in the User Guide published by UTC, which has been or will be provided to Keyholder and is incorporated herein by reference. The User Guide may be amended from time to time by UTC. Keyholder will agree to any amended User Guide or may terminate this Agreement pursuant to Section 10 below.
- b. This Agreement shall commence on the date set forth above and have a term ("Term") until December 4, 2015 unless terminated earlier or extended pursuant to the provisions of this Agreement.
- c. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide as amended from time to time and the Rules of Association and its MLS. By executing this Agreement, Keyholder agrees to maintain the security of the Equipment and the Pin of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service nor any UTC or other product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key control system, and as such, any loss of Equipment or disclosure of the Pin compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.
- d. Keyholder acknowledges UTCs that in order to make the Service available to Keyholder, Association entered into a Master Agreement that provides the terms under which UTC will provide the Service to Association ("The Master Agreement"). Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of the Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 9 below. Keyholder agrees that, under the terms of the Master Agreement, the Association may elect to license with a different Service or choose to upgrade the Service at any time during the Term, which may result in a change UTC in system fee (as defined in Section 3(a) below) and/or the termination of this Agreement. Except as the rights and obligations of Keyholder and Association under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Association with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Association to perform its obligations under the Master Agreement may eliminate or detrimentally affect Keyholder's ability to use the Service.



2. **TITLE AND USE:** The Service, including all its components, and the Equipment (except for the iboxes purchased from Association and any Non-SYAOR Key are the sole property of Keyholder), are and shall at all times remain the property of UTC or UTC, as the case may be. All additions, attachments, replacement parts and repairs to the Equipment, and any Replacements shall become part of the Equipment and shall, without further act, become the property of Keyholder). The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of UTC or UTC, as applicable.
3. **PAYMENTS:**
 - a. In keeping with the Master Agreement between Association and UTC, during the term of this agreement, Keyholder hereby agrees to pay a fee to Association, which shall be invoiced in advance not less than once in every three (3) month period for a period of three (3) months. Keyholder may elect to use Association's online LAMPS system or phone to remit payment by visa or MasterCard. Keyholder may also elect to remit payment by check via mail or remit in person to the SYAOR offices located at 1558 Starr Drive, Yuba City, CA 95992, by cash, check, visa or MasterCard payment. Fees for cooperative keyholder services are adjusted annually. Invoices will include the keybox system fee, including all leased equipment whether provided by UTC or Association and administrative fee, plus applicable tax (The "System Fee"). Keyholder shall be entitled to terminate this agreement in accordance with the provisions contained in Section 9 below.
 - b. As a condition to the effectiveness of this Agreement, Keyholder shall pay Association's current cooperating Key activation fee applicable to Keyholder upon execution of this Agreement.
4. **REPRESENTATION AND COVENANTS** Keyholder covenants and agrees:
 - a. If Keyholder allegedly or otherwise misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide or MLS Rules, and a third party brings an action against Association, UTC and/or UTC relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Association, UTC and/or UTC, and their respective parents, subsidiaries, affiliates, directors, officers, shareholders, agents, representatives, employees, 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 attorney's fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by the Association, UTC and/or UTC in such proceeding.
 - b. That neither Association, UTC nor UTC shall 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 the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.
 - c. To provide Association, UTC and/or UTC with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant that alleges defects in or other matter pertaining to the Equipment or System within five (5) days after Keyholder receives written notice of such action.
5. **DEFAULT:**
 - a. Each of the following events shall be an Event of Default by Keyholder under this Agreement.
 - i. Keyholder's failure to pay, for any reason, any amount required under this Agreement when due; or
 - ii. The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced; or
 - iii. The failure of Keyholder to perform any obligation or act required under this Agreement when due; or
 - iv. The breach by Keyholder of any provision of this Agreement; or
 - v. The failure by Keyholder to abide by the SYAOR MLS Rules and Regulations as determined by SYAOR in its sole and absolute discretion.

6. RIGHTS AND REMEDIES:

- a. Upon the occurrence of an Event of Default by Keyholder, Association may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:
 - i. Bill the Keyholder for any outstanding amounts owed under this Agreement; or
 - ii. Take any and all actions to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorney's fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Association in connection with the exercise of its rights and remedies under this Agreement.
- b. Upon the termination or expiration of this Agreement, all of Keyholder's rights and obligations under this Agreement shall automatically terminate and pay any outstanding amounts owed under this Agreement.
- c. If Association deactivates Keyholder's access to the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have access to the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorney's fees incurred by the Association in connection with collection and/or enforcement of rights under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Association shall direct UTC to reactivate the Equipment within twenty-four (24) hours or as soon thereafter as is practicable.
- d. In the event that Association institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Association in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof (other than those items owned by Keyholder) after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.
- e. Association's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Association's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

7. ARBITRATION / LITIGATION:

- a. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding accordance with the rules of the California Code of Civil Procedure, Section 1080 et. seq. The arbitration shall be conducted in Yuba City, California. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and fees including reasonable attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event legal action to enforce the arbitration award is necessary the substantially prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees in such action and in any appeals therefrom or reviews thereof.

8. NOTICES:

- a. All notices hereunder shall be sent by (i) hand-delivery, (ii) certified mail, return receipt requested, (iii) postage prepaid, email or (iv) overnight delivery service, to Keyholder at his/her preferred mailing address as shown in the records of Association, to Association at 1558 Starr Drive, Yuba City, Ca 95992 or to such other address as a party shall specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile, email or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

9. TERMINATION:

- a. Keyholder may terminate this Agreement at any time as follows: (i) provide written notice of termination to Association or its designee and paying any amounts owing prior to termination.
- b. If Association is a party to a Supra Key Reciprocal Agreement providing for reciprocal access to each party's Keybox System by the parties' Participants, Subscribers or other authorized Key users ("Reciprocal Agreement"), Association may terminate this Agreement upon termination of the Reciprocal Agreement for any reason.
- c. Association may terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to Keyholder.
- d. Upon termination of this Agreement, under any of the foregoing provisions, any unpaid System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Association. Upon termination or expiration of the Term, Keyholder shall pay Association any amounts owing for a period prior to such termination or expiration.

10. WARRANTY:

- a. No warranty of any kind wither expressed or implied is provided by Association for a Non-SYAOR Key. To the extent that the Master Agreement provides a warranty on iboxes purchased by UTC and resold by Association to Keyholder, SYAOR shall extend such inbox warranty to Keyholder upon Keyholder producing documentation satisfactory to SYAOR that Keyholder purchased the ibox from SYAOR.

11. GENERAL PROVISIONS:

- a. This agreement and the other documents referenced herein and/or executed and delivered by the parties in connection with this Agreement constitute the entire agreement between Association and Keyholder relating to the use of a Non-SYAOR Key and use of the Service.
- b. This Agreement shall be effective and binding when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.
- c. This Agreement shall be amended or modified only by a written agreement signed by the parties.
- d. Any waiver or consent by a party to any breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- g. This Agreement, including its interpretation and enforcement, shall be governed by the laws of the State of California.
- h. Association may at anytime assign or transfer its interest in this Agreement, in whole or in part, including, without limitation, Association's right to administer the Service and to exercise any remedy her under, without notice to Keyholder.
- i. This Agreement shall be binding upon and insure to the benefit of Association, and its successors and assigns, and Keyholder.
- j. Time is of the essence with respect to all terms of this Agreement.

