



***Lockbox and Key
RULES AND REGULATIONS***

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Section 1 Definitions

1. Advised in Writing (Notice) may include any written notification including email or direct messages.
2. Designated REALTOR® as defined under the GBRAR Bylaws
3. GBRAR is the Greater Baton Rouge Association of REALTORS®
4. Key is the e-KEY Software or any future product introduced by Supra.
5. Keyholder is a real estate licensee or licensed appraiser who subscribes to the GBRAR SUPRA lockbox key service.
6. Co-op key is a Key that allows non association Keyholders access to GBRAR lockboxes.
7. Co-op keyholder is a real estate licensee or licensed appraiser who has obtained an active co-op key. Co-op keyholders must follow the same rules and enforcement processes as a Keyholder.
8. Lockbox is the lock box supported by the Supra Information System.
9. Lockbox Owner is the Keyholder who has the lockbox assigned to them in the Lockbox System
10. Lockbox System is the Supra Information System supporting the Lockbox.
11. MLS is a Multiple Listing Service. The Internet based computer application providing interactive access to the automated continuously updated electronic MLS Participant Database, a service provided by the Greater Baton Rouge Association of REALTORS, Inc.
12. Person means an individual or an entity.
13. Seller is deemed to refer to all of the individuals or entities holding ownership to a property. Additionally, as used herein the term Seller includes lessor.

Section 2 Lockbox and Key and Rules

Each GBRAR REALTOR® member and/or MLS participant/subscriber purchasing MLS services through GBRAR in good standing is eligible for one Key activation for the Electronic Keybox System. All Keyholders, shall agree, as a condition of issuance to be bound by these rules and procedures.

Additionally, Keyholders accessing reciprocal Lockboxes outside of GBRAR's jurisdiction shall be bound by these rules and procedures herein.

Section 2.1 Proper Use of Key System

- a. Keys and Lockboxes may be used on properties listed with Designated REALTOR members of the Greater Baton Rouge Association of REALTORS and must be used on the property when so indicated on the published listing.
- b. Keyholders shall use the Key only for the purposes of gaining authorized entry into real property on which a GBRAR SUPRA Lockbox or SUPRA Lockbox belonging to any other reciprocal association has been installed pursuant to an agreement with the Seller of such real property.
- c. Keyholders shall not remove contents of the keybox for purposes other than the exercise of authority or responsibility derived from the agency or other legally recognized brokerage relationship granted by the owner in the Listing Agreement or offer of cooperation by the Agent, or from an appraisal relationship with the owner or contract buyer. Utilization of information derived from viewing properties shall not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

- d. The Keybox and/or contents shall not be removed from the property without prior consent of the listing agent.
- e. Keyholders must notify the listing agent if they are delayed or must cancel an appointment or showing.
- f. No one shall enter a listed property without authorization. All appointments must be authorized through the listing agent/broker, or as otherwise indicated in the MLS. Showings are approved for a specific person. It is a violation for anyone to show the property on behalf of, or in place of, someone else that has been approved for the showing without prior authorization.
- g. Once a licensed Keyholder grants access to the property to any third party, they MUST remain onsite while the third party they have granted access to the property is on the premises. Third parties may include, but are not limited to, clients, client's family and friends, inspectors, contractors, roofers, etc. If the Keyholder obtains authorization from the seller or responsible party, they may allow third parties to remain on the premises without the presence of the Keyholder.
- h. When leaving a property, it is the responsibility of the Keyholder to ensure that the property key is replaced in the lockbox and that the lockbox is properly closed. If a lockbox is found not properly closed, the Keyholder should contact the Listing Broker immediately.
- i. Care should be taken when entering a property by use of a Key. The property should be left in the same condition in which it was found. Should a Keyholder find a property left in an unsatisfactory condition the Keyholder should contact the Listing Broker immediately.
- j. Lockboxes shall be removed within 48 hours of listing expiration, termination or settlement.
- k. Lockboxes that have been programmed for CBS (Call Before Showing) should be so indicated in the MLS Listing and in the programming of the box itself. In no case shall CBS codes be published or distributed. CBS codes are confidential and should only be provided on a case-by-case basis according to the needs of the specific transaction.
- l. Lockboxes programmed prior to April of 2017 were originally programmed to exclude entry between 9:00 pm and 7:00 am CST and 10:00 pm to 8:00 am DST. Lockboxes may have been reprogrammed by the Lockbox Owner to accommodate different hours, and should always be verified as part of the showing request prior to scheduling an appointment.

Section 2.2 Non-Member Access (NMA)

NMA is a function of the Lockbox system that allows Keyholders with the lockbox in their inventory to grant authorization to a person other than a Keyholder to access a Lockbox. The Keyholders with the lockbox in their inventory must have permission from the seller to grant Non-Member Access.

Section 2.3 Security of Key and Property Key

A lockbox is not intended or designed as a security device, but as a convenience to facilitate the showing of listed property. Keyholder acknowledges that it is necessary to maintain security of the Key and the property key to prevent their use by unauthorized persons. Keyholder agrees:

- a. To keep the Key in Keyholder's possession or in a safe place at all times;
- b. Not to allow Keyholder's PIN to be attached to the Key;
- c. Not to disclose Keyholder's PIN to any third party;
- d. Not to lend the Key or the property key to any person for any purpose whatsoever or to permit the Key or the property key to be used for any purpose by any other person;
- e. Not to duplicate the Key or the property key or allow any other person to do so;
- f. Not to assign, transfer or pledge the Key or any other rights thereto.

- g. Not to allow anyone who has been admitted to the property by Keyholder to remain in the property after the Keyholder has left the property without the consent of the property owners;
- h. To properly return to the property key(s) to the Lockbox when leaving the property, ensuring the Lockbox is in proper working order;
- i. Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Keyholder or by anyone admitted by the Keyholder, and follow all additional security procedures as specified by GBRAR, from time to time.

Section 2.4 Authorization Requirement

Prior to installing or using the Lockbox on any property, the Keyholder shall secure written authorization from the owner of such property. This authority may be established in the Listing Contract or in a separate document created specifically for the purpose. Upon request, Keyholder shall provide GBRAR with a copy of the written authorization from the owner. Any Keyholder using anything other than a Supra Electronic Key Box on listed properties may jeopardize their E&O Insurance coverage for any violation which occurs on the listed property.

Section 2.5 License to Use

Keyholder is granted a revocable license to use the Key in connection with the Keyholder's normal and customary activities, while acting as a real estate agent or appraiser on the terms and conditions set forth herein.

Section 2.6 Designated REALTOR® and Keyholder Responsibilities

For as long as Keyholder shall have an activated Key, the Designated REALTOR® shall maintain supervisory authority over Keyholder. Keyholder shall be actively engaged in the real estate profession as defined by the National Association of REALTORS®.

- a. Keyholder shall maintain an active, valid Louisiana real estate license or appraiser's licenses.
- b. Keyholder agrees that they are liable for all duties, responsibilities, and obligations consistent with use of the Key and lockbox service.
- c. Keyholder shall promptly notify GBRAR should they cease to hold an active, valid real estate or appraiser's license.
- d. Keyholder shall comply with all Rules and Regulations and Policies for use of Lockbox and Key.
- e. Keyholder shall keep GBRAR advised in writing of their current address at all times. Address changes shall be reported to GBRAR within three (3) days.
- f. Should Keyholder transfer ownership of the Lockbox(es) to another authorized individual, Keyholder shall immediately notify GBRAR in accordance with section 2.9.

Section 2.7 Refusal to Issue Key and Other Actions

- a) GBRAR may (i) refuse to issue a Key to any person, (ii) terminate or suspend the Keyholder's use of a Key or the Lockbox System, (iii) refuse to activate or reactivate any Key, (iv) refuse to sell or lease any Lockboxes or Keys, (v) subject the Keyholder and/or Designated REALTOR to such fines and other penalties as determined by Bylaws, Rules & Regulations and policies of GBRAR, as a result of any one or more of the following events:

1. Termination of Keyholder's affiliation with an eligible Designated REALTOR
 2. Failure of Keyholder to pay all fees set forth in this document or other fees assessed against Keyholder pursuant to the GBRAR MLS Rules & Regulations, and policies;
 3. Failure of Keyholder to comply with any of the terms and conditions set forth herein
 4. If Keyholder or Designated REALTOR is convicted of any crime within the past seven (7) years relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals.
- b) GBRAR may summarily suspend a Keyholder's use of a Key or the Lockbox System if Keyholder or Designated REALTOR is arrested for any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals. In the exercising this right, GBRAR shall afford such due process as it deems in its discretion, fair and feasible in light of the circumstances. GBRAR shall seek to minimize any period of suspension prior to an opportunity for a hearing on the issue of whether the Keyholder engaged in the conduct for which Keyholder was arrested and whether such conduct relates to the real estate business or poses a potential risk to clients, customers or other real estate professionals.
- c) GBRAR may consider the following factors, along with any other relevant information, in determining any action taken with respect to items a and b. above:
1. the nature and seriousness of the crime;
 2. the relationship of the crime to the purposes for limiting Lockbox access;
 3. the extent to which access (or continued access) to Lockboxes might afford opportunities to engage in criminal activity;
 4. the extent and nature of any prior convictions;
 5. the time since criminal activity was engaged in;
 6. evidence of rehabilitation while incarcerated or following release; and
 7. evidence of present fitness to hold a Key.

Section 2.8 Costs and Fees

SUPRA shall assess and the Keyholder agrees to pay fees ("User Fee") for use of the SUPRA Lockbox System. If Keyholder fails to pay the User Fee by the due date, SUPRA may assess a late penalty and/or reactivation fee, and de-activate Keyholder's Key until the fees and late penalty are paid in full.

Section.2.9 Lockbox Ownership

When Lockbox ownership is transferred between GBRAR REALTOR® members, the Lockbox purchaser must notify GBRAR of the change in ownership. The purchaser of the Lockbox must supply GBRAR with a copy of the Lockbox Transfer Form from the titled Lockbox Owner indicating the Lockbox serial number.¹

Lockboxes not removed within 48 hours of listing expiration, termination or settlement may be deemed abandoned, at the sole discretion of GBRAR. Upon receipt of a complaint regarding the abandonment of a Lockbox at a property, the Lockbox Owner will be advised in writing that a complaint has been filed. The Lockbox Owner shall have 48 hours from the notification to remove the Lockbox from the property. If the Lockbox is not removed within such 48 hour period, the shackle code of that Lockbox shall be released to the Keyholder who filed the complaint (or the representative of the person(s) who filed the complaint), and that

¹ *GBRAR may NOT be able to deprogram lockboxes for use in another Supra Lockbox system after its initial issuance.*
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Lockbox shall be transferred into such Keyholder's name upon the completion and receipt by GBRAR from such Keyholder of an appropriate transfer form.

Section 2.10 PIN and Shackle Code Requests

If a Keyholder requests a new PIN or has forgotten their PIN, they may contact GBRAR's office by phone or email and provide appropriate identification for the PIN to be provided.

Should a Lockbox Owner need to obtain a shackle code, the Lockbox Owner may call and give their Key PIN or other verifiable identification to staff. Staff may then release the shackle code via telephone. Staff may only release shackle codes for Lockboxes owned by the caller or their office (as assigned to their Designated REALTOR® or office manager). GBRAR assumes no responsibility for lost or stolen Lockboxes or their contents.

Section 2.11 Audit and Inspection

GBRAR reserves the right to conduct an audit of all Keys and Key activity at its discretion.

Section 2.12 Action to Enforce

GBRAR will enforce all rules and regulations contained in the Lockbox and Key Rules and Regulations that involve Keyholders, co-op keyholders, and non keyholder GBRAR members. Enforcement may be considered and determined by the Multiple Listing Service Committee administratively², and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may pay a \$300.00 filing fee and request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of GBRAR within twenty (20) days following receipt of the Multiple Listing Service Committee's decision.

Keyholders, co-op keyholders, and nonkeyholder GBRAR members shall be liable for the payment of all costs incurred by GBRAR, including reasonable attorney's fees, related to enforcement the provisions of these Rules and Regulations.

Section 2.13 Violations Related to Ethics Complaints and Arbitration Requests

If a Lockbox and Key Rules and Regulations violation involves an ethics complaint or arbitration request, the ethics or Arbitration hearing will be held first in accordance with the procedures of the NAR Code of Ethics and Arbitration Manual.

Section 2.14 Fines and Penalties

The fine schedule below may be applied individually to Keyholder or any members of the GBRAR whether they are the loaner and/or borrower of the key:

Allowing a Key to be used by a non-licensee:

- \$2500 First Offense
- \$5000 and 30 day suspension of Key services for second offense within 3 years of first offense

² *Administratively means the Multiple Listing Service Committee will conduct its own fact-finding based on its own procedures and decide based on its findings.*

- Immediate termination of Key services for a period of three years from the finding of the third offense for a third offense occurring within three years of the first offense.

All other Lockbox and Key violations

- \$250 First Offense
- \$500 and 30 day suspension of Key services for second offense within 3 years of first offense
- \$1000 and immediate termination of Key services for a period of three years from the finding of the third offense for a third offense occurring within three years of the first offense.

Fines are due within twenty (20) calendar days of the receipt of the violation or within twenty (20) calendar days of when all administrative appeals have been exhausted. Failure to pay the fine will result in suspension of e-key services until fine is paid.