

COOPERATIVE KEY APPLICATION PROCEDURES

Thank you for inquiring about participating in Nevada County 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 Nevada County 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 Semi-Annual (pro-rated) fees. Payment must be collected in order to complete the application process.
- Please allow 24 hours for Application processing. Applications received after 4:00 pm, will be processed on the next business day.

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. Cooperative Key Service with Nevada County Association of REALTORS requires that Applicants must either appear in person at any NCAOR Office or submit a notarized application.

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

Please contact NCAOR to expedite your application request

Nevada County Association of REALTORS

336 Crown Point Circle
Grass Valley, CA 95945
Phone: (530) 272-2627
Fax: (530) 272-2646

COOPERATIVE KEY APPLICATION

**Return by fax to (530) 272-2646
CALL US WITH YOUR CREDIT CARD INFORMATION
WE DO NOT RETAIN DATA - IT IS SHREDDED AFTER EACH TRANSACTION**

NCAOR Business hours are Monday–Friday 9:00–5:00 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: _____
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Applicant Contact Information	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>
	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 _____ / _____ / _____
	I understand and agree that if I wish to change, modify, or terminate my Cooperative Key Service with NCAOR, I must do so in writing.
	I declare under penalty of perjury that the information given in this application is true and correct.
	Executed at _____, CA
	Participant/Subscriber Printed name _____ Participant/Subscriber Signature _____ Date _____ / _____ / _____
Broker's Printed name _____ Broker's Signature _____ Date _____ / _____ / _____	

FOR NCAOR STAFF USE ONLY		
NCAOR Staff Verification: _____	Fees Collected:	
Input Date: _____	Administration Fee	\$50.00
	Prorated Coop Key Fee	\$ _____
	Total	\$ _____



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 Nevada County Association of REALTORS Multiple Listing Service Keybox System

(Cooperative Key Leased Outside the NCAOR MLS)

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

Keyholder and Organization agree as follows:

1. LICENSE AGREEMENT

- a. Organization hereby grants a non-exclusive, non-transferable license (“License”) to Keyholder permitting Keyholder to use the Non-NCAOR Key described above together with its secret code (“access NCAOR ibox(es) collectively, the Equipment”). In addition, Organization grants to Keyholder a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from GE, a division of GE Security Inc. (“GE”), 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 Organization licenses from GE (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 GE or 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 GE or 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 Organization 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 GE 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 that in order to make the Service available to Keyholder, Organization entered into a Master Agreement that provides the terms under which GE or UTC will provide the Service to Organization (“The Master Agreement”). Keyholder understands that, if the Master Agreements 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 Organization 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 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 Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization 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 Organization and any Non-NCAOR Key are the sole property of Keyholder), are and shall at all times remain the property of GE 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 GE or UTC, as applicable.

3. PAYMENTS

- a. In keeping with the Master Agreement between Organization and GE or UTC, during the term of this agreement, Keyholder hereby agrees to pay a fee to Organization, which shall be invoiced in advance not less than once in every six (6) month period for a period of six (6) months. Keyholder may elect to use Organization’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 NCAOR offices located at 336 Crown Point Circle, Grass Valley, CA 95945 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 GE or Organization 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 Organization's current cooperating Key activation fee applicable to Keyholder upon execution of this Agreement.
 - c. Except as otherwise provided herein, Keyholder's obligation to make payments to or at the direction of Organization shall be absolute, unconditional and independent and shall not be subject to any setoff, claim or defense for any reason, including any claims Keyholder may have relating to performance or for loss or damage of or to the Service or the Equipment or any replacements.
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 Organization, GE and/or UTC relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization, GE 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 Organization, GE and/or UTC in such proceeding.
 - b. That neither Organization, GE 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. That Keyholder will not (i) use or gain access to the source code for the Software; or (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part of the copies thereof to any third party.
 - d. To provide Organization, GE 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.
 - e. That the access number locations may not correspond to local telephone company billing designations and therefore need to be carefully selected. Keyholder agrees that Keyholder shall be responsible for checking the access number with its local telephone company to make sure that the actual number selected is a local call for the pertinent calling plan. The obligations set forth in this Section 4 shall survive termination of this Agreement.
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 NCAOR MLS Rules and Regulations as determined by NCAOR in its sole and absolute discretion.
6. RIGHTS AND REMEDIES
- a. Upon the occurrence of an Event of Default by Keyholder, Organization 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. Terminate this Agreement, and, at Organization's option, demand the return of any or all Equipment to Organization or its designee other than any Equipment owned by Keyholder;
 - ii. Terminate the License and/or one or both of Keyholder's sub-license to use the Network and to use the Software;
 - iii. Direct GE or UTC, as the case may be, to deactivate Keyholder's access to the Service or any component of the Service;
 - iv. Bill the Keyholder for any outstanding amounts owed under this Agreement; or
 - v. 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 Organization 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, except that Keyholder shall be required to return any Equipment not owned by Keyholder to Organization, pay Organization any outstanding amounts owed under this Agreement, and comply with and perform Keyholder's continuing obligations under Section 4 above.
 - c. If Organization 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 Organization 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, Organization shall direct GE to reactivate the Equipment within twenty-four (24) hours or as soon thereafter as is practicable.

- d. In the event that Organization 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 Organization 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. Organization'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. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.
7. **ARBITRATION: LITIGATION** 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 Sacramento, 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** 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 Organization, to Organization at 336 Crown Point Circle, Grass Valley, CA 95945 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 Organization or its designee and (ii) by returning any Equipment not owned by Keyholder to the appropriate Organization and paying any amounts owing prior to termination.
 - b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or a change or upgrade of the Service by Organization.
 - c. If Organization 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"), Organization may terminate this Agreement upon termination of the Reciprocal Agreement for any reason.
 - d. Organization may terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to Keyholder.
 - e. In the event of death, Keyholder's heirs or personal representatives shall notify Organization of such event within thirty (30) days after such event. This Agreement shall terminate as of the date of death.
 - f. 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 Organization. Upon termination or expiration of the Term, Keyholder shall pay Organization any amounts owing for a period prior to such termination or expiration, and shall return any Equipment not owned by Keyholder to Organization within five (5) business days after the effective date of termination or expiration.
 10. **WARRANTY** No warranty of any kind wither expressed or implied is provided by Organization for a Non-NCAOR Key. To the extent that the Master Agreement provides a warranty on iboxes purchased by GE and resold by Organization to Keyholder, NCAOR shall extend such inbox warranty to Keyholder upon Keyholder producing documentation satisfactory to NCAOR that Keyholder purchased the iBox from NCAOR.
 11. **GENERAL PROVISIONS** 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 Organization and Keyholder relating to the use of a Non-NCAOR Key and use of the Service.
 - a. 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.
 - b. This Agreement shall be amended or modified only by a written agreement signed by the parties.
 - c. 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.
 - d. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
 - e. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
 - f. This Agreement, including its interpretation and enforcement, shall be governed by the laws of the State of California.
 - g. Organization may at any time assign or transfer its interest in this Agreement, in whole or in part, including, without limitation, Organization's right to administer the Service and to exercise any remedy her under, without notice to Keyholder.
 - h. This Agreement shall be binding upon and insure to the benefit of Organization, and its successors and assigns, and Keyholder.
 - i. Time is of the essence with respect to all terms of this Agreement.

