

Berkeley Association of REALTORS®

1553 Martin Luther King Jr. Way
Berkeley, CA 94709

Supra DisplayKEY

RULES AND REGULATIONS REGARDING EQUIPMENT

1. POSSESSION: Keyholder may possess only ONE key at a time. The DisplayKEY operates the Key Box. Keyholder acknowledges that replacement of key other than defect under warranty shall result in lease of a new key. This includes all keys that are lost or stolen.

2. STATUS: To be eligible to enter into this Sublease and use the Service, Keyholder must be a member in good standing of the MLS as a participant or subscriber. If Keyholder terminates MLS membership, Keyholder agrees to notify BAR within 24 hours following said termination of MLS. Keyholder agrees not to transfer, sell or assign a key to another person. Failure to comply constitutes a breach of the Sublease.

3. UPDATE CODE: Keyholder acknowledges that the DisplayKEY has an update code which expires and must be updated in accordance with the Supra User's Guide. Updates are issued only to members in good standing with the MLS and who are in compliance with this Sublease.

4. RULES AND REGULATIONS: Keyholder acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of BAR and/or its MLS system. By executing this Sublease, Keyholder acknowledges that it is necessary to maintain the security of the Equipment and the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further acknowledges that neither the Service, nor any other Supra 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 personal identification numbers 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. Upon the possibility of default by Keyholder under this Sublease, Supra or BAR may deactivate Keyholder's key, take legal action against Keyholder in order to recover all damages incurred by Supra or BAR as a result of default due to improper use of Key, or pursue any other remedy available under the law.

5. SECURITY OF DISPLAYKEY: All Keyholders acknowledge that it is necessary to maintain security of the Equipment and their personal ID pin number to prevent use by unauthorized persons. The Keyholder shall:

- Keep the DisplayKEY in Keyholder's possession or in a safe place at all times.
- Not allow Keyholder's PIN number to be attached to the DisplayKEY or kept with key for any reason.
- Not lend or give key or pin number to a third party for any reason or allow a key to be used by a third party for any reason or purpose whatsoever.
- Not duplicate the DisplayKEY or allow anyone else to do so.
- Not assign or transfer any key without consent or knowledge of BAR.
- Not destroy, alter, modify or tamper with a key or knowingly allow anyone else to do so.
- Notify BAR immediately (within 48 hrs) verbally or in writing if a key is lost or stolen.
- Turn in any lost or stolen keys that might be found or are in Keyholder's possession.
- Follow all additional security procedures as specified by Supra or BAR.

NEW MLS PARTICIPANTS (Responsible Broker / Appraiser)

Broker Name (printed)_____

Broker Signature_____

The information listed below is used if you forget your PIN and want to obtain it from BAR by fax, email, or postal mail. For security reasons, we must be able to identify the person making the request. If you elect not to provide this confidential information, you must appear in person at the BAR office with a photo ID to obtain your PIN. If you forget your PIN, BAR is not authorized to give PIN numbers over the phone.

Place of Birth: _____ Birth Date: _____

Driver License #: _____ Mother's Maiden Name: _____