

## LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT OR OR

## **EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM #	dated	to Exclusive Right to Sell	Residential Brokerage
Agreement or Exclusive Right to	Lease Residential Brokerage	Agreement between Seller	or Lessor (Collectively
referenced herein as "Seller")			
and Broker			
for Property known as			•

- 1. Upon execution of this Agreement, Broker will place or cause to be placed a lock box on Seller's Property in which the key to Seller's Property will be stored. Seller authorizes Broker to place a lock box on Seller's Property, and authorizes Broker, their agents, subagents and employees, licensed or certified appraisers, and other authorized users of the lock box services to access Seller's Property during the term of this Agreement. Seller, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.
- 2. It is understood by Seller that there is a possibility that a person may use the lock box in an unauthorized manner, enter the Property and unlawfully remove personal property or destroy or damage the Property or personal property located therein. Accordingly, Seller agrees as follows:
  - (a) Seller acknowledges that Seller must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the Property.
  - (b) Seller acknowledges that it is not a requirement of Broker that Seller allow the use of a lock box. However, Seller has elected to use a lock box.
  - (c) If a tenant occupies the Property where the lock box will be placed, Seller acknowledges that Broker may not install the lock box upon the Property unless the Tenant consents to the use of said lock box as evidenced by the signature of the Tenant below.
  - (d) Seller acknowledges that neither the Broker, their agents, subagents and employees, other real estate licensees, licensed or certified appraisers, nor any local Board or Association of REALTORS® or other lock box service provider is an insurer against the loss or damage to Seller's Property, personal property or valuables. Seller acknowledges that Seller has been advised of the need to verify the existence of insurance for loss or damage to real and personal property, or to obtain such insurance through Seller's insurance agent.
- 3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Seller, Seller hereby agrees that Seller shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Seller or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Seller. Seller does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if





Lock Box Addendum to Exclusive Right to Sell or Lease Residential Brokerage Agreement

any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

- 4. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lock box on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland.
- 5. Receipt of a copy of this Addendum is hereby acknowledged by Seller.

Seller/Landlord	Date	Broker (Company Name)	
Seller/Landlord	Date	Broker or Authorized Representative	Date

TENANT: The Tenant and Seller have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Property. The undersigned Tenant has read and agrees to the above provisions and consents to placement of a lock box on the Property and agrees to be bound personally to the terms and conditions of this Agreement.

Receipt of a copy hereby acknowledged by Tenant.

Tenant	Date
Tenant	Date

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