

**Fresno Multiple Listing Service (FMLS)  
ActiveKEY System Access Agreement**

IT IS HEREBY AGREED AMONG The Fresno Multiple Listing Service (FMLS) \_\_\_\_\_ (Broker of)

\_\_\_\_\_ Company Name and Broker's Associate

\_\_\_\_\_ (Associate) Witnesses:

1. ActiveKEY Deposit-FMLS hereby acknowledges receipt of the sum of \$ \_\_\_\_\_ from BROKER/ASSOCIATE, which represents a deposit to be held by FMLS. In the event of violation of any provision of this agreement, the deposit shall be forfeited by the BROKER/ASSOCIATE. The deposit shall be refunded upon return of the ActiveKEY by BROKER/ASSOCIATE prior to breach of this agreement. Interest earned by FMLS on the deposit shall be retained by FMLS as partial consideration for its services and BROKER and ASSOCIATE hereby waive any claim to any interest on the deposit.
2. ActiveKEY RECEIPT-BROKER/ASSOCIATE hereby acknowledges receipt of ActiveKEY# \_\_\_\_\_ and its secret code from FMLS.
3. RETURN OF ActiveKEY -BROKER/ASSOCIATE agrees to return the ActiveKEY within 48 hours of receipt of a request to do so by FMLS or within 5 days of any of the following events:
  - a. Termination of either BROKER or ASSOCIATE as an active member in good standing with the Fresno Multiple Listing Service.
  - b. Termination of ASSOCIATE'S association with BROKER for any reason. In the event of death of ASSOCIATE, ASSOCIATE'S heirs or personal representatives shall surrender the ActiveKEY to FMLS and shall be entitled to a refund without interest of the deposit due ASSOCIATE. Failure to return the ActiveKEY as provided herein shall result in forfeiture of the deposit to FMLS.
  - c. This agreement shall automatically be renewed on a yearly basis unless terminated by either party.
4. SYSTEM ACCESS FEE-BROKER/ASSOCIATE hereby agrees to pay to the Fresno Multiple Listing Service an annual System Access fee. The fee for the first year is payable upon the execution of this form (fees will be prorated for the fiscal year of March 1 – February 28). Each subsequent year's fee is due and payable March 1<sup>st</sup> for each year this agreement remains in effect. At time of Termination, any unused portion of the System Access Fee for use of the Service previously paid shall be forfeited by BROKER/ASSOCIATE and BROKER/ASSOCIATE shall not be entitled to a refund.
5. TITLE AND SECURITY OF ActiveKEY - The Fresno Multiple Listing Service hereby allows BROKER/ASSOCIATE to access the System by use of a Supra ActiveKEY and its secret code. BROKER/ASSOCIATE hereby acknowledges and agrees that the System, including all its components, and the ActiveKEY, are and shall at all times remain the property of Supra. The software and all applicable rights in patents, copyrights, trade secrets, and trademarks associated with the ActiveKEY are and shall at all times remain the property of Supra. However, when used in conjunction with properties listed in the Fresno Multiple Listing Service, the BROKER'S/ASSOCIATE agrees to the following:
  - a. To keep the ActiveKEY in BROKERS/ASSOCIATE'S possession or in a safe place at all times.
  - b. To not allow his/her personal ID number (PIN) to be attached to the ActiveKEY.
  - c. To not loan the ActiveKEY to any person whatsoever, or to permit the ActiveKEY to be used for any other purpose by any other person.
  - d. To not assign, transfer, or pledge this ActiveKEY
  - e. **To immediately notify** the Fresno Multiple Listing Service (FMLS) in writing of **the loss or theft of an ActiveKEY** and the circumstances surrounding such as loss or theft. Loss or theft of the ActiveKEY will result in forfeiture of the deposit.
  - f. To follow all additional security procedures as specified by Fresno Multiple Listing Service (FMLS).
  - g. BROKER/ASSOCIATE acknowledges that the ActiveKEY remains updated as long as it has 10 minutes of continuous cellular phone access a day. Any update code required, will only be given to the Keyholder as long as that Keyholder is in good standing with the FMLS.
6. BROKER/ASSOCIATE understands that the ActiveKEY and related equipment are being leased from Fresno Multiple Listing Service (FMLS) under the terms of this agreement. Failure to return all, or damaged equipment (Re. marking, etching, defacing), will result in a forfeited deposit and additional charges to replace the product to its original state. Replacement fees are as follows:  
ActiveKEY - \$249.00
7. IDEMNIFICATION – BROKER/ASSOCIATE covenants and agrees to indemnify and hold the Fresno Multiple Listing Service (FMLS) harmless from any and all liability, obligations, or demands against Fresno Multiple Listing Service (FMLS) as a result of BROKER'S/ASSOCIATE'S loss or use of the ActiveKEY including, but not limited to, any and all liabilities, including attorney's fees, incurred by Fresno Multiple Listing Service (FMLS) as a result of damage or injury to premises arising out of the use by BROKER/ASSOCIATE or by any other person of the ActiveKEY.
8. REIMBURSEMENT – BROKER/ASSOCIATE agrees to reimburse Fresno Multiple Listing Service (FMLS) for any and all expenses incurred by Fresno Multiple Listing Service's (FMLS's) attempting to recover the ActiveKEY from BROKER/ASSOCIATE as a result of BROKER'S/ASSOCIATE'S failure to surrender the ActiveKEY in accordance with this agreement. In the event the Fresno Multiple Listing Service (FMLS) commences legal proceedings against BROKER/ASSOCIATE to recover the ActiveKEY or to enforce or interpret any of the provisions of this agreement, BROKER/ASSOCIATE agrees to pay all costs incurred by Fresno Multiple Listing Service (FMLS) together with reasonable attorney's fees as determined by the court at trial and on appeal, if any.
9. BROKER'S RESPONSIBILITY-BROKER confirms that BROKER is both a licensed real estate broker and an active member of the organization named herein. Further, BROKER confirms that ASSOCIATE is in fact associated with BROKER in an active effort to sell real estate through the same business office that ASSOCIATE does have a real estate license, and that BROKER is jointly and severally liable with ASSOCIATE.
10. FORFEITURE and DEPOSIT/DEFAULT – Failure to abide by all provisions of this lease shall result in forfeiture. Forfeiture of the ActiveKEY deposit shall be in addition to and not in lieu of any other remedy available to the Fresno Multiple Listing Service (FMLS).
11. By signing this agreement, all parties agree to abide by the MLS Rules and Regulations, as from time to time amended, included but not limited to the above mentioned rules.

\_\_\_\_\_  
ASSOCIATE'S SIGNATURE

\_\_\_\_\_  
BROKER of Record's Signature

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
BROKER'S COMPANY

\_\_\_\_\_  
By  
FMLS Staff

\_\_\_\_\_  
BROKER'S License Number

\_\_\_\_\_  
Date