

Affiliate Membership Application



☐ New Member
☐ Reactivate

☐ Terminate
☐ Rep Change

☐ Other: _____

Company Information

Company Name: _____ Type of Company: _____

Company Address: _____ City: _____ State: _____

Office Phone: _____ Office Fax: _____

Office Email Address: _____ Webpage: _____

Main Contact: _____ Phone: _____

Company Representatives

Name: _____ Email: _____ Phone: _____

Name: _____ Email: _____ Phone: _____

Name: _____ Email: _____ Phone: _____

Additional Company Representatives

Name: _____ Email: _____ Phone: _____

Name: _____ Email: _____ Phone: _____

Name: _____ Email: _____ Phone: _____

Please Indicate the Committees You Would Like to Participate on (Optional)

Government Affairs Committee
Awards Committee
Social Committee

Community Involvement
Affiliate Committee

Applicant Signature _____ Date: _____

UCAR Office Use Only

Received By: _____ Date: _____ Fees Amount Paid: \$ _____

Fee Received: YES/NO RAMCO: _____ NAR ID: _____



AFFILIATE KEY APPLICATION

Utah Central Association of REALTORS®

Updated 1-10-2017

APPLICANT'S NAME: _____

EMAIL: _____

BUSINESS NAME: _____

PHONE: _____

PERSONAL ADDRESS: _____ CITY _____ ZIP _____

BUSINESS ADDRESS: _____ CITY _____ ZIP _____

This document must be completed, signed, and submitted to the Utah Central Association of REALTORS® in order to be considered for access to the Supra Security Service, access is conditioned on the contents of this application. For each section, check the appropriate statement as it applies to you and when applicable, enter the requested data on the line provided.

SECTION 1

Failure to accurately answer ALL questions may result in the revocation of conditionally approved service.

1. Do you have knowledge of any complaint, investigation, or disciplinary action ☐ Yes ☐ No
CURRENTLY ongoing or pending against you by a regulatory or licensing body?

2. Have you been convicted of, or pled guilty or nolo contendere to a felony, class A ☐ Yes ☐ No
misdemeanor, class B misdemeanor, or comparable criminal offense? A traffic offense
can be prosecuted as a felony, class A misdemeanor, class B misdemeanor, or
comparable criminal offense. Where this is the case disclosure is required.

3. Have you resolved a felony, class A misdemeanor, class B misdemeanor, or ☐ Yes ☐ No
comparable criminal offense through a plea in abeyance, diversion agreement,
withheld judgment, or other method whereby a charge was held in suspense during a
period of time in which you were on probation or were obligated to comply with
conditions outlined by a court? A traffic offense can be prosecuted as a felony,
class A misdemeanor, class B misdemeanor, or comparable criminal offense. Where
this is the case disclosure is required.

4. Currently, are you aware of any investigation(s), indictments(s), or criminal charge(s) ☐ Yes ☐ No
for any crime in any jurisdiction which are pending against you?

5. Have you been subject to court martial or discharged other than honorably from any branch of the armed services? ☐ Yes ☐ No

6. Have you been required to register as a sex offender? ☐ Yes ☐ No

7. Have you had a judgment entered against you in a civil court or in a bankruptcy court on the basis of fraud, misrepresentation, or deceit? ☐ Yes ☐ No

8. Have you been found in contempt of court? ☐ Yes ☐ No

*If you have answered yes to any of the above questions, please provide a written explanation on a separate page attached to this application.

SECTION 2

I certify under penalty of perjury that:

- ☐ I am a United States citizen with a social security number; or
- ☐ I am a qualified alien under 8 U.S.C. 1641:

SECTION 3

I certify under penalty that I am legally present in the United States and that:

- ☐ I have a valid driver license, as follows:
Driver license state of issue _____
Driver license number _____; or
- ☐ I have a valid state identification card, as follows:
Identification card state of issue _____
Identification card number _____.

SECTION 4

PROOF OF INSURANCE

By signing this document I certify that I have a general liability insurance policy with a minimum of \$1,000,000 of coverage and workmen's compensation insurance in accordance with Utah law.

- ☐ I have attached proof of the above mentioned insurance to this application.

An Affiliate member, who is not licensed by the State and thereby not required as a matter of law to notify a state licensing agency of any past criminal convictions, shall notify UCAR of the following by sending UCAR a signed statement within 10 business days of a conviction of, or the entry of a plea in abeyance to:

1. a felony; or
2. a misdemeanor involving financial services or a financial services-related business, fraud, a false statement or omission, theft or wrongful taking of property, bribery, perjury, counterfeiting, or extortion; and
3. Evidence of the resolution of a felony or misdemeanor described above.

I hereby certify that I have read and understood this document, and that the information I have provided is true and accurate. Additionally, I understand and agree this conditional use is granted only for access to properties for which I have been contracted to provide Home Inspection services. Furthermore, I certify I am at least 18 years of age at the time of application and I have a minimum of a High School diploma or its equivalent.

NAME: _____

SIGNATURE: _____

DATE: _____

SECTION 5

BACKGROUND CHECK REQUIRED

In connection with my application to receive access or continued access to the Supra Key and lock box system, I hereby agree to obtain and furnish for review, the results of a background check from the security company required by UCAR. Specifically, a report that provides details of a criminal history background check in order to ascertain any and all relevant information which may be pertinent to my approval to receive a Board Key.

If information received from the background check shows that I have failed to accurately disclose my criminal history or that I have a criminal record, I understand that any access to the Supra Key and Keybox system may be withheld or automatically revoked in accordance with UCAR policies.

STEPS TO COMPLETE BACKGROUND CHECK

1. Go To: www.specgroup.org **Warning!** will not work on IOS devices (iPhones, iPads)
2. Find Quick links click on "Background Check Form"
3. Complete form. Please select 'Board Member'.
4. Organization dropdown box please select "Utah Central Association of Realtors".
5. Continue to completion, \$15 fee will be collected at submission

I do hereby release the Utah Central Association of REALTORS®, their employees and Directors from any damages resulting from furnishing such information.

APPLICANT NAME:

Please Print Your Name Here

APPLICANT SIGNATURE:

DATE:

Signature

UCAR Office Use Only

Received By: _____ Date: _____ Approved: Yes/ No NAR ID: _____

UCAR KEYHOLDER AGREEMENT

Supra ActiveKEY or eKEY Lease Agreement

This Sub-Lease/License "Agreement" made this date _____ by and between the Utah Central Association of REALTORS® (UCAR), and _____ herein referred to as "Holder" covering the following:

Key Serial Number: _____

Please check below:

- ☐ Affiliate : *as an affiliate you must provide proof*
a. *pass Background check at website www.specgroup.org*

- ☐ Assistant to REALTOR® (name of agent) _____
****Assistant keys will only open shackles****

LEASE and LICENSE:

THIS KEYHOLDER AGREEMENT ("Agreement") is entered into as of the date set forth in the signature block above, by and between the keyholder referenced in the signature block ("Keyholder"), a member of **Utah County Association of REALTORS®** ("Organization"), and GE Security, Inc., a Delaware corporation, and its successors and assigns and any designees ("GE"). Keyholder and GE agree as follows:

1. LICENSE

- a. **eKEY Professional Software.** Keyholder has selected the eKEY Professional Software. GE grants to Keyholder, a limited non-exclusive, non-transferable, revocable license for the Term to use such software. The eKEY Professional Software enables Keyholder to obtain a current update code; to open and perform other iBox functions; to download, view, sort, and query multiple listing service data and agent roster data; and to upload, download, view, sort, and query property showing data. The eKEY Professional Software is used with certain electronic devices including certain personal digital assistants and certain cellular telephones ("PDA/Phone") that are approved by GE. During the Term, GE may in its sole discretion add approved PDAs/Phones. GE does not provide any warranty of the performance or availability of any PDA/Phone. Such combination of a PDA/Phone, and the eKEY Professional Software is referred to collectively as the "eKEY".
- b. **Network; KIM Database.** GE grants to Keyholder a limited non-exclusive, non-transferable, revocable license for the Term to use GE's computer network accessible to Keyholder through third-party telecommunication and internet services (the "Network"), which is necessary for the use and operation of the eKEY and for access to GE's Keyholder/Keybox Information Manager database ("KIM Database").
 - i. **Connection Through eKEY.** Keyholder will connect with the Network and the KIM Database through GE's synchronization software ("eSYNC Software"), which includes the following synchronization methods:
 1. **Wireless Sync:** Enables Keyholder to link her or his eKEY with the Network and the KIM Database through a wireless connection, provided that Keyholder's PDA/Phone has been loaded with eSYNC Software and the PDA/Phone has been data service-enabled.
 2. **PC Internet Sync:** Enables Keyholder to link her or his eKEY with the Network and the KIM Database through a personal computer running Windows® 98 or subsequent Windows® operating system and a PDA/Phone, provided that both the personal computer and PDA/Phone have been loaded with eSYNC Software and are connected by USB or other GE-specified connection.

2. TERM OF SERVICE

- a. **Service.** The software incorporated in the eKEY, and eSYNC Software (collectively, "Software"); the equipment incorporated in the iBoxes ("Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable User's Guide, which will be provided to Keyholder electronically and is incorporated herein by reference.

- b. **Term.** This Agreement (including the licenses and leases granted above) shall commence on the date set forth above and terminate on **March 17, 2019** (the "Term"), unless terminated sooner or extended in accordance with the terms of this Agreement. **KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 11. KEYHOLDER SHALL ALSO BE ENTITLED TO CHANGE SERVICES BY TERMINATING THIS AGREEMENT AND ENTERING INTO A NEW AGREEMENT IN ACCORDANCE WITH SECTION 5.**

3. **FEES**

- a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO UCAR A FEE FOR THE RIGHT TO USE THE SERVICE (THE "SYSTEM FEE"). FEES ARE SUBJECT TO ALL APPLICABLE TAX AND ANY ANNUAL ADJUSTMENT.**
- b. Keyholder shall be required to pay the initial System Fee when entering into this Agreement on the date set forth above plus the Activation Fee applicable under Section 3(d) below. **Yearly lease fees are due by 5:00 pm on December 15th. Yearly fees must be paid no later than 5:00 pm on January 15th to avoid having your key service suspended. A \$25 reactivation fee will be required to reactivate service after January 15th.**
- c. If Keyholder subscribes to a multiple listing service ("MLS") and the MLS discontinues providing MLS data for any reason, the System Fee paid by Keyholder for use of the eKEY Professional Software shall not be reduced.
- d. Keyholder shall be required to pay a **twenty five dollar (\$25.00)** activation fee.
- e. If Keyholder desires to close, terminate, or cancel the Credit/Debit Account, Keyholder shall be required to notify GE in writing and deliver to GE a new Credit/Debit Account authorization forty-five (45) days before taking any such action. All changes to the Credit/Debit Account should be sent to such address specified by GE. Otherwise, Keyholder shall not close, terminate, cancel, overdraw, overcharge or otherwise impair GE's rights to automatic charges or debits to the Credit/Debit Account during the Term of this Agreement.
- f. Keyholder agrees to pay to GE a late fee of \$25.00 for any System Fee that is not received by GE within five (5) days after the date such payment is due. Keyholder also agrees to pay to GE a fee of \$25.00 for any Keyholder payment that is returned unpaid or for insufficient funds or credit.
- g. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO GE SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE 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 OF THE SERVICE OR FOR ANY LOSS OR DAMAGE.

4. **TITLE AND USE OF SERVICE**

- a. Keyholder acknowledges and agrees that the Service (excluding iBoxes, if applicable) is and shall at all times remain the property of GE. The Software and any upgrades or revisions thereto, and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of GE.
- b. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide. **Keyholder further agrees that it is necessary to maintain the security of the Key he/she has selected and the personal identification number utilized in connection with his/her Key, in order to prevent the use of the Key by unauthorized persons. The Keyholder shall keep the key in a safe place, shall not in any manner attach the pin code to the Key, shall not divulge his/her key PIN code to anyone, shall not allow any other person to use his/her Key for any reason at any time. The Keyholder will not assign, transfer, pledge, change this Lease Agreement, sublet, lease or permit the Key to be used by anyone other than the Keyholder. A violation of any of these terms and conditions will result in consequences:**
- i. Upon the first offense, the Keyholder will be fined \$500
 - ii. Upon the second offense, the Keyholder will be fined an additional \$500
 - iii. Upon the third offense, the Keyholder will be fined an additional \$500
 - iv. Upon the fourth offense, use of the key will be revoked for one year and use of the key will only be offered as a rental with a fee of \$50 per day.

- c. The Keyholder will use the Key only for the purpose of gaining authorized entry into real estate property on which a Supra iBox has been installed. The keyholder will secure authorization from the listing agent, owner and/or tenant of any property listed for sale prior to the entry of property. Extreme care will be taken by the Keyholder to ensure that all doors to the listed property are locked and the iBox keytray is securely closed. Keyholder acknowledges that neither the Service nor any GE product used in connection with the Service (including the Equipment and the Software) is a security system. The Service is a marketing convenience key-control system, and as such, any loss of a Key or disclosure of the personal identification number utilized in connection with the Key may compromise the integrity of the Service.

5. **CHANGE OF SERVICE**

- a. Keyholder shall be entitled to change at any time the Service by terminating this Agreement in accordance with Section 11 and entering into a new keyholder agreement with GE.
- b. Keyholder understands that in order to make the Service available to Keyholder, Organization and GE have entered into a Master Agreement, which provides the terms under which GE will provide the Service to Organization and Keyholder. **Keyholder agrees that if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service may no longer be available to Keyholder as determined by GE, in which case this Agreement shall terminate in accordance with Section 11 below. Keyholder further agrees that if the Master Agreement is amended by Organization and GE for any reason during the Term of this Agreement, the Service may be modified or upgraded, in which case the terms of this Agreement may be amended (including without limitation, an increase or other change in the System Fee and other fees set forth in Section 3 above) upon written notice to Keyholder by GE.** Except as the rights and obligations of Keyholder and GE under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and GE with respect to the Service are governed solely by the terms and conditions of this Agreement.
- c. GE may discontinue any item of Equipment or Software used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If GE discontinues any item of Equipment or Software, the any item of Equipment and Software provided to Keyholder hereunder shall continue to be completely compatible with and shall function with the Service.

6. **WARRANTY** All items of Software manufactured by GE and used in connection with the Service are warranted against defects in workmanship and/or materials, to be fit for their intended purpose, and to conform in all material respects to their written specifications for the Term of the Agreement. GE shall, without charge, repair or replace such defective or nonconforming Software for the Term of the Agreement. Keyholder must return at her or his sole cost and expense any defective or nonconforming Software under warranty to GE or at GE's request, to Organization. This warranty does not extend to any loss, damage, or destruction caused by accident, abuse, neglect or misuse.

7. **RISK OF LOSS; RETURN OF EQUIPMENT AND SOFTWARE**

- a. No loss, damage or destruction to any Software or to any other item included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.
- d. At the expiration of the Term or earlier termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall return all software media provided by GE, which remains in Keyholder's possession, and shall delete all Software from all of Keyholder's personal computers and PDA/Phones.

8. **REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

- a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against GE relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless GE, and its directors, officers, 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 attorneys' 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 GE in such proceeding.

- b. **GE shall not 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. Keyholder will not (i) use or gain access to the source code for the Software; (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 or copies thereof to any third party.
- d. To provide GE with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment and/or Software and/or Service within ten (10) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

9. **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 within five (5) days after the date that such payment is due, including without limitation, insufficient available credit or funds in the Credit/Debit Account; or
 - ii. Keyholder's breach of any other obligation under this Agreement, which is not cured within ten (10) days after written notice by GE;
 - iii. The closure, termination, or cancellation by Keyholder of the Credit/Debit Account without (1) prior written notification to GE and (2) delivery of a newly executed authorization form to GE as required by Section 3(i) of this Agreement; or
 - iv. The commencement of either a voluntary or involuntary 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; or
 - v. If Keyholder allows any other person to use her or his eKEY, or discloses her or his personal identification number to any other person or attaches or writes her or his personal identification number on the Equipment.
- b. An Event of Default by GE under this Agreement will occur upon the termination for any reason of the Master Agreement.

10. **RIGHTS AND REMEDIES**

- a. Upon the occurrence of an Event of Default by Keyholder, GE 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. Deactivate Keyholder's access to the Service or any component of the Service; and/or
 - ii. Terminate this Agreement and the licenses and leases granted hereunder; and/or
 - iii. Require the return of any items included with the Service; and/or \
 - iv. Require the deletion of all Software from all of Keyholder's personal computers and PDA/Phones; and/or
 - v. Charge against the Credit/Debit Account or bill the Keyholder for any outstanding amounts owed under this Agreement; and/or
 - vi. Take any and all actions necessary 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 attorneys' 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 GE in connection with the exercise of its rights and remedies under this Agreement. Upon the occurrence of an Event of Default by GE, all of Keyholder's obligations under this Agreement shall terminate, except Keyholder shall be required to return

all software media provided by GE which remains in Keyholder's possession; to delete all Software from all of Keyholder's personal computers and PDA/Phones; and to pay GE any outstanding amounts owed under this Agreement.

- b. If GE deactivates 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 the Service reactivated. In order to 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 attorneys' fees incurred by GE in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, GE shall reactivate the Service within twenty-four (24) hours.
- c. In the event that GE 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 attorneys fees incurred by GE in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service, Equipment and Software 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.
- d. GE'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. GE's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

11. TERMINATION

- a. Keyholder may terminate this Agreement at any time by returning all software media provided by GE which remains in Keyholder's possession; deleting all Software from all of Keyholder's personal computers and PDA/Phones; and paying GE any amounts owing prior to such termination, including any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees, which would have become owing after the date of termination of this Agreement are released and discharged by GE.
- b. GE may terminate this Agreement upon termination of the Services Agreement for any reason, including without limitation, a default by Organization under the Services Agreement. Upon termination, Keyholder shall be obligated to satisfy the obligations set forth above in Section 11(a). c. Any unused portion of any System Fee for use of the Service previously paid shall be forfeited by Keyholder and Keyholder shall not be entitled to a refund.

12. **ARBITRATION; LITIGATION** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Portland, Oregon; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. 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 attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action and in any appeals.

13. **NOTICES** All notices shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being noticed at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail; or one (1) day after the day deposited with an overnight delivery service.

14. **GENERAL PROVISIONS**

- a. This Agreement constitutes the entire agreement between GE and Keyholder relating to the license of the Software, Network, and KIM Database; and use of the Service.
- b. Provided that Keyholder has returned to GE all keys previously leased by GE to Keyholder, all prior leases between GE and Keyholder for such keys are hereby terminated effective as of the parties' execution of this Agreement.
- c. This Agreement shall be effective and binding upon the parties hereto 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. The electronic signature of GE shall constitute an original signature for purposes of this Agreement and shall be valid and enforceable by Keyholder.
- d. Except as provided in Section 5(b), this Agreement may only be amended or modified through a written agreement signed by GE and Keyholder.
- e. GE may at any time assign or transfer its interests in this Agreement to any party; provided, however, that any such assignment by GE shall not act to eliminate any right or remedy that Keyholder may have against GE or its successors or assigns during the Term of this Agreement. Keyholder may not at any time assign or transfer its interests in this Agreement to any other party.
- f. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- g. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- h. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- i. This Agreement shall be governed by the laws of the State of Utah.

When participation in the service is terminated or the Holder decides to no longer hold a Key, the ActiveKEY must be returned within 30 days to UCAR. Non-return of this ActiveKEY will result in a \$250 charge to the Holder. If payment is not received or ActiveKEY is not returned Holder will be taken to collections.

I have read this lease agreement and as the Holder of the Supra key, I understand and agree with its terms and conditions. I also understand that no condition of this lease can be waived except by written consent of UCAR.

Signature

Date

Office Use Only~~

Received by: _____

Date: _____

Serial Number of Supra key issued: _____

Lock Box Security Requirements (Policy Statement)

The Utah Central Association of Realtors® operates a key and lock box system for its members through a third party vendor. In the interest of maintaining the security and integrity of such system for UCAR members and their clients, UCAR adopts this policy statement relating to the distribution, use and monitoring of keys and lock boxes. This policy statement supplements the key lease agreement each member signs prior to receiving a key and/or lock box.

(1) UCAR may refuse to sell or lease lock box keys or lock boxes, or may terminate or suspend existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor which, in the sole determination of the Board of Directors or the Executive Committee, relates to the person's honesty, his/her real estate business, or otherwise puts clients, customers or real estate professionals at risk.

(2) UCAR may refuse to sell or lease lock box keys or lock boxes, or may terminate or suspend the right of lock box keyholders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the sole determination of the Board of Directors or the Executive Committee, relates to the person's honesty, his/her real estate business, or otherwise puts clients, customers or other real estate professionals at risk.

The Board of Directors or Executive Committee, in making such determinations may consider the following factors ("Factors"):

- the nature and seriousness of the crime
- the relationship of the crime to the purposes for limiting lock box access
- the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- the extent and nature of past criminal activity
- time since criminal activity was engaged in
- evidence of rehabilitation while incarcerated or following release and
- evidence of present fitness and any resolution of a felony or misdemeanor

(3) UCAR may, at its discretion, lease keys to Affiliate members who are actively engaged in a recognized field of real estate practice or in related fields (i.e., home inspection, photography, etc). In such instances, the key lease agreement shall be signed by the keyholder. If the prospective keyholder has not undergone a background check as a prerequisite to conducting his/her business, UCAR reserves the right to require such check, in addition to proof of liability insurance and attendance in UCAR approved Code of Ethics training, and any other requirement that UCAR may from time to time adopt. Continued background checks may be done on a regular basis as determined by UCAR. In the event an Affiliate member with a Key misuses the Key in any way as determined by the Board of Directors or Executive Committee, such Key privileges may be revoked, a fine levied or other sanction issued as deemed appropriate.

(4) Background Check Results - With reference to section 3 above, if a current or prospective Affiliate member's background check reveals any crime involving moral turpitude or relates to the person's honesty or integrity (regardless of whether the

criminal offense is related to real estate), the Board of Directors or Executive Committee may, in their sole discretion, refuse to offer membership and key privileges to such person or revoke such membership and key privileges.

More specifically, any (1) felony conviction within the last 5 years from the date of application, and/or (2) any criminal conviction of an offense involving theft or fraud within the last 3 years, will preclude any prospective member from Board membership and key privileges. Any other criminal history not involving (1) or (2) above shall be reviewed and evaluated by UCAR using the Factors listed in subsection 2 above.

(DRAFT 9/22/16)

Affiliate Reporting Requirements

An Affiliate member, who is not licensed by the State and thereby not required as a matter of law to notify a state licensing agency of any past criminal convictions, shall notify UCAR of the following by sending UCAR a signed statement within 10 business days of a conviction of, or the entry of a plea in abeyance to:

1. a felony; or
2. a misdemeanor involving financial services or a financial services-related business, fraud, a false statement or omission, theft or wrongful taking of property, bribery, perjury, counterfeiting, or extortion; and
3. Evidence of the resolution of a felony or misdemeanor described above.

(DRAFT 9/22/16)