



# **KEYBOX SERVICE RULES**

## **Amended and Restated**

**September 15, 2011**

**May 24, 2018**

**October 18, 2018**

**January 18, 2024**

**June 20, 2024**

**February 19, 2026**

## **KEYBOX SERVICE RULES**

1. **Key Use Eligibility for System Use.** This KeyBox service is a service of the Greater Hartford Association of REALTORS<sup>®</sup>, Inc. (GHAR). Every licensed Real Estate Agent and licensed or certified appraiser shall be eligible for KeyBox System privileges. Affiliate Members of the Greater Hartford Association of REALTORS<sup>®</sup> whose business activity requires access to listed properties, such as, appraisers, home inspectors, etc. may be eligible for KeyBox System privileges at the sole discretion of GHAR. These persons shall be eligible for KeyBox Service and/or to lease or purchase KeyBoxes provided:
  - a) The Keyholder or KeyBox lessee executes an eKEY Software Sub-Lease/License Agreement (KEY Agreement) and the iBOX Sub-Lease Agreement (the Agreements), if applicable, with the Greater Hartford Association of REALTORS<sup>®</sup>, Inc.
  - b) The Broker of Record to which the Keyholder or KeyBox lessee is licensed co-signs the Agreements with GHAR.
  - c) The Keyholder or KeyBox lessee continues to comply with all Rules relating to KeyBox Service.
  - d) The Keyholder or KeyBox lessee remains eligible by maintaining an active license with DCP.
  - e) The Keyholder or KeyBox lessee shall pay the annual System Fee any other applicable fees when due as established by the Board of Directors and amended from time to time.
  - f) Notwithstanding the above, Affiliate Members are **not** eligible to lease or purchase KeyBoxes.
2. **Key Use.** Key service may not be used under any circumstances by anyone other than the Keyholder, including but not limited to, lending, borrowing, or sharing Keys.
3. **Accountability.** KeyBox lessees must account for their leased KeyBoxes at the time of any inventory conducted by GHAR or at any time requested by GHAR.

KeyBox lessees who cease to be eligible for KeyBox Service privileges shall return all leased KeyBoxes in their possession to GHAR. Failure to return leased KeyBoxes will subject the Keyholder and/or the Keyholder's Broker of Record to fines, penalties and equipment replacement fees and they will be held responsible for all costs incurred by GHAR to secure the KeyBox system as a result of the failure to return any KeyBoxes.

4. **Written Authority.** A KeyBox shall not be placed on a property without written authority from the seller(s).

5. **Listing Broker's Permission.** No Keyholder may enter a property without the listing broker's permission. Such permission may be granted by the listing broker by specifying permission to use the KeyBox through the multiple listing service or may be obtained directly from the listing broker's firm. Affiliate Keyholders may only enter a property with either the sellers' or listing broker's permission.

Keyholders must adhere to showing instructions set forth by the listing agent. Such instructions may be obtained directly from the listing broker's firm or through the showing instructions listed in the multiple listing service for each property.

6. **Right to Limit Access.** GHAR reserves the right to refuse to issue a Key or to limit access to KeyBoxes if, in its sole discretion, it determines the security of the system would be compromised by issuing such Keys or by granting access to KeyBoxes. GHAR may refuse to lease keys, may terminate existing Key Service Agreements, and may refuse to activate or reactivate any Key Service held by an individual convicted of a felony or misdemeanor if the crime, in the sole determination of GHAR, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

GHAR may suspend the right of a Keyholder to use the Key Service following their arrest and prior to their conviction for any felony or misdemeanor which, in the sole determination of GHAR, relates to the real estate business or which puts or may put clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include, but are not limited to:

- a) The nature and seriousness of the crime
  - b) The relationship of the crime to the purposes for limiting KeyBox access
  - c) The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
  - d) The extent and nature of past criminal activity
  - e) Time since criminal activity was engaged in
  - f) Evidence of rehabilitation while incarcerated or following release, and
  - g) Evidence of present fitness.
7. **Unauthorized Use of Keys and KeyBoxes.** Keyholders are provided Key Service and KeyBoxes for the sole purpose of performing real estate agency services, such as, to view properties for sale, conduct property appraisals, property inspections or other appropriate and essential property services which require access to a listed property. Use of the Key Service to gain or provide access to a property other than to perform such services shall constitute a violation of these rules.
  8. **Managed Access Specific Provisions.** If you intend to grant keybox access to an individual who does not otherwise have access, you must obtain, or must have obtained explicit consent to do so from the owner of the property to which the keybox grants access. Proof of the property owner's consent to allow such access must be retained by you and provided upon request.

9. **Service Charges.** Keyholders shall pay fees and administrative costs, including appropriate sales tax, as established by the Board of Directors and amended from time to time. Key Service and KeyBox lease fees shall be non-refundable. Prepaid service fees shall not be refundable once the service period has commenced.
10. **KeyBox Leases/Purchases:** KeyBoxes may be leased by executing an iBOX Sub-Lease Agreement co-signed by the Broker of Record, complying with these rules, and paying all applicable fees as noted in Section 8 above. KeyBoxes may be purchased by any active keyholder except Affiliate Members (see 1.f)
11. **Key Service.** Key Service may be obtained by executing an eKEY Agreement co-signed by the Broker of Record if applicable, complying with these rules, and paying all applicable fees as noted in Section 8 above.
12. **Replacement Fees.** If a leased KeyBox is lost, stolen or unaccounted for, an amount equal to the then current replacement cost must be paid. Any KeyBox lessee no longer affiliated with a Broker of Record must immediately return all KeyBoxes to GHAR. Failure to return any KeyBoxes shall result in the assessment of replacement fees as established by GHAR. Returned KeyBoxes which are not in good working order may subject the Keyholder to replacement and/or repair fees.
13. **Defective Equipment and Repairs.** A KeyBox which fails to function may be replaced or repaired by returning the KeyBox to GHAR and by payment of any repair, shipping and/or other applicable costs. Defective or leased KeyBoxes shall be replaced by GHAR at no charge.
14. **Transfers.** When a Keyholder transfers to another Broker of Record, the new sponsoring Broker of Record, if applicable, must sign a form to assume responsibility for the Key Service and KeyBoxes leased to the Keyholder.
15. **Rules Violations.** Failure to abide by these rules, or failure to abide by the Agreements, may result in immediate loss or restriction of KeyBox Service privileges, if GHAR, in its sole discretion, determines that such failure may compromise the security of the system in any way. Such failure may also result in disciplinary action, including imposition of up to \$2,500 in fines per violation, in addition to any other penalties permitted under the Agreements or applicable law.
  - a) **Payment of Service Charges.** For failure to pay any service charge, fee, fine or other charges by the end of the grace period, service to the delinquent Keyholder shall be suspended until all outstanding obligations are paid in full. The grace period shall be fifteen (15) calendar days after the due date of any invoice for service charges.
  - b) **Reactivation.** Any Keyholder whose services have been suspended or terminated for nonpayment of fees may reactivate service provided that payment is made for all fees applicable and all past due amounts owed plus any reinstatement fees.

When a Keyholder affiliates with a new firm and wishes to reactivate KeyBox services, the Keyholder shall execute a new eKey Service Agreement, and, if applicable, execute a new iBOX Sub-Lease Agreement, co-signed by the Broker of Record if applicable.

- c) **Other Rules Enforcement.** For failure to comply with any other rule, the provisions of Section 15 shall apply.

## 16. ENFORCEMENT OF RULES

- a) **Consideration of Alleged Violation.** GHAR staff shall give consideration to all written complaints having to do with a violation of these Rules.
  
- b) **Violations of Rules.**
  - i. If the alleged offense is a clear violation of these Rules it may be administratively considered and determined, and an automatic assessment may be imposed. The recipient of said sanction may request a hearing by a hearing panel of the Board of Directors of the Association in accordance with the Bylaws of the Association within twenty (20) days following receipt of the decision and sanction.
  - ii. If the alleged offense is not a clear violation of these Rules, the matter will be referred to the Board of Directors for consideration.
  
- c) **Automatic Assessments.** GHAR has established a schedule of assessments for certain rules violations and has directed staff to issue assessments for the specified rules violations. A schedule of rules violation assessments is contained in Attachment A.
  
- d) **Other Sanctions.** The Board of Directors may impose the following sanction(s) for rules violations not considered an automatic assessment:
  - i. For all violations - A fine not to exceed \$2,500.
  - ii. For repeated violations, the Directors may consider more stringent sanctions at their discretion, including suspension or termination of KeyBox Service privileges, after a hearing with the Keyholder.

- 17. **Amendments.** These rules may be amended from time to time by the Board of Directors of GHAR.

## ATTACHMENT A

### RULE VIOLATION

### ASSESSMENT

Section 2. Key Use. Lending, borrowing, or sharing Keys.	\$1,000 per occurrence.
Section 3. Failure to comply with inventory request.	\$100.
Section 3. Refusal to demonstrate possession of a Keybox(s).	\$250 per Keybox.
Section 3. Failure to report a lost, stolen, or unaccounted Keybox(s).	\$500 per Keybox.
Section 4. Failure to obtain written authority to place a KeyBox on a property.	\$100 per occurrence.
Section 5. Failure to obtain listing broker's permission to enter a property.	\$1,000 per occurrence.
Section 5. Failure to adhere to listing broker's showing instructions to enter a property.	\$1,000 per occurrence.
Section 7. Use of a Key in an unauthorized manner.	\$1,000 per occurrence.
Section 8. Failure to obtain seller's permission to grant access	\$1,000 per occurrence.