

# MULTIPLE LISTING SERVICE OF CHEYENNE RULES AND REGULATIONS

(Revised: September 13, 2018)

## ADDENDUM E –KEY LEASE FORM

This lease agreement made this date \_\_\_\_\_ by and between Cooperative Listing Service of Cheyenne, Inc.(Cheyenne MLS), and \_\_\_\_\_ herein referred to as lessee (who may be a Participant or a non principal broker, sales licensee, or licensed or certified appraiser), and \_\_\_\_\_ herein referred to as co-lessee (the Participant/Responsible Broker).

- 1 - Cheyenne MLS hereby leases to lessee & co-lessee and lessee & co-lessee hereby leases from Cheyenne MLS at will, a SentriCard (Key), which provides access to MLS supplied lockboxes, and SentriLock key readers (wireless and wired).
- 2 - The leased Key is and shall at all times, be and remain, the sole and exclusive property of the Cheyenne MLS. The lessee and/or co-lessee shall have no right, title or interest therein.
- 3 - Lessee and/or co-lessee agrees to pay Cheyenne MLS a monthly lease fee. as determined, and as amended from time to time by the Board of Directors of the Service, and specified in Addendum A of the Rules and Regulations of the Service.
- 4 - A deposit of \$25 and administration fee of \$5 shall be paid to Cheyenne MLS and is due from the lessee and/or co-lessee upon signing of this form. The deposit will be refunded when Key is returned to Cheyenne MLS.
- 5 - Replacement for a first lost/damaged key will cost \$55 (\$5 service fee / \$50 deposit), second or additional replacement keys will be \$80 (\$5 service fee / \$75 deposit). Replacement for a key reader will cost \$25.
- 6 - In the event of a lost Key, it shall be the joint obligation of the lessee and co-lessee to give notice within one (1) business day to the Cheyenne MLS concerning the circumstances of the lost or stolen Key. The key holder and the Participant must complete and deliver to the Cheyenne MLS a stolen/lost Key affidavit prior to and as a condition of the issuance of a replacement Key. If lessee and/or co-lessee finds and returns his/her previously lost or stolen Key, Cheyenne MLS shall refund the deposit.
- 7 - Lessee and/or co-lessee shall keep the Key in a safe place, shall not in any manner attach the identity number to the Key, shall not divulge his/her Key identity number to anyone, shall not duplicate or attempt to duplicate the Key.
- 8 - Lessee and/or co-lessee shall not assign, transfer, pledge, change this Lease Agreement, the Key or any interest therein or sublet or lend the Key, or **permit the Key to be used by anyone other than lessee and/or co-lessee.**
- 9 - Any changes must be registered with Cheyenne MLS. If lessee changes offices the Key must be returned to the Cheyenne MLS. A key agreement with the new office must be completed, signed and returned to the Cheyenne MLS office. Failure to return the key within 5 days will result in a fine of \$100 to the co-lessee.
- 10 - When participation in the MLS is terminated or lessee decides to no longer hold a Key, the Key and key readers must be returned within 2 days to Cheyenne MLS. If the key and key readers are not returned within 2 days, any funds on deposit will be forfeited to the Cheyenne MLS. Lessee's or co-lessee's failure to remain in good status with the Board/Cheyenne MLS or failure to adhere to any rules/regulations of the Board/Cheyenne MLS shall constitute a default of this Lease Agreement.
- 11 - Cheyenne MLS shall have the right to inspect the Key and key readers at any reasonable time upon giving key holder 72 hour notice. If, a Key or key reader is unaccounted for, or if a key holder refuses or is unable to demonstrate that the Key or key reader is within their physical control, then the Key and key readers will be considered unaccounted for and any funds on deposit will be forfeited to Cheyenne

MLS.

- 12 - All costs and expenses, including attorney’s fees, incurred by either party in exercising any of the terms, conditions, or provisions hereof, shall be awarded to the prevailing party.
- 13 - If any provision of this Lease Agreement is determined to be ineffective or invalid, all other provisions of this Lease Agreement shall remain effective and valid.
- 14 - Lessee and/or co-lessee shall indemnify Cheyenne MLS against, and hold Cheyenne MLS harmless from, any and all actions, suits, costs, expenses, damages and liabilities, including attorney’s fees, arising out of, connected with, or resulting from the Key or Key Readers.
- 15 - In the event the security of the lockbox system is compromised as a result of carelessness on the part of the lessee or co-lessee the lessee and/or co-lessee shall pay to Cheyenne MLS as liquidated damages, and not as a penalty, the sum of \$5,000 or amount of actual damages, whichever is less. This provision shall only apply to misuse of the Key as determined by the Cheyenne MLS or failure to return it upon demand.
- 16 - No covenant or condition of this Lease Agreement can be waived, except by written consent of Cheyenne MLS.
- 17 - Section 15 of the Cooperative Listing Service of Cheyenne, Inc. Rules and Regulations are hereby incorporated into this Key Lease Agreement.
- 18 - Failure to abide by rules relating to the lockbox system as set forth in section 15.0 or failure to abide by the key lease agreement may result in discipline as provided in section 9 of these rules, in addition to:
  - a written reprimand,
  - a fine of up to \$5,000, and/or
  - loss of or restriction on all lockbox and key privileges.
- 19 - Have you been convicted of a felony?  Yes  No  
 If "yes," please provide details as an attachment.  
 If “yes” access to lockboxes will not be granted until:
  - Participant/Subscriber provides three (3) letters of recommendation from members of the Cheyenne MLS
  - And Participant/Subscriber will be interviewed by a panel of five (5) members of the MLS Board of Directors within 30 days of completing key lease agreement.

***Lessee and co-lessee hereby agree that he/she has read, understands and is bound by this agreement, the Rules and Regulations of the Cooperative Listing Service of Cheyenne, Inc., and the vendor’s operating instructions.***

*The information listed below is used if lessee forgets their PIN number and must phone the Cheyenne MLS or vendor technical support for assistance. For security reasons the staff must be able to verify who is calling. If lessee elects not to provide the confidential information, they must appear in person at the Cheyenne MLS office to receive their PIN number.*

**Unique password** (to be used in case you call in for access info): \_\_\_\_\_

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Participant or Managing Broker (co-lessee)

\_\_\_\_\_  
Dated