



REALTOR® ASSOCIATION
of Sarasota and Manatee
Reach Further.™

LOCKBOX SERVICE RULES

AS AMENDED:

MAY 9, 2018

June 13, 2018

September 16, 2020

Lockbox Service Rules and Regulations

September 16, 2020

The REALTOR® Association of Sarasota and Manatee (RASM) provides a Lockbox Service as a member service to Association members and other authorized Keyholders. The Association has an exclusive contract with SUPRA, a lockbox vendor who provides the Lockbox Service, which meets the minimum-security requirements specified by the National Association of REALTORS®.

eKEY software (collectively KEYS) are leased to authorized Keyholders by SUPRA. The lease remains in full effect and fees continue, whether service is terminated or not, until all leased equipment has been returned to the Association. No member shall be required to lease a KEY.

When used to open the key container of a Lockbox, the KEY records and transmits information to the Service. Keyholders have access to SupraWeb, where they can update their information, pay invoices, access showing reports, and other functions as provided by SUPRA.

A Lockbox is not intended or designed as a security device, but as a convenience to facilitate the showing of listed property. **A listing broker/agent shall have written authorization of the owner to install or use a Lockbox. Nothing shall prevent the owner's right to refuse to have a Lockbox on the property.**

Section 1. Definitions

- A. Keyholder: Those individuals as specified in Section 3 who have executed a lease agreement.
- B. KEYS: electronic devices used to open Lockboxes. The eKEY is an electronic KEY access software installed on the Keyholder's personal smartphone or mobile device.
- C. Lockbox: a container which may be affixed to a property to allow authorized users access to listed property. KEYS communicate through Bluetooth technology to release the key container for access to the property. At the same time, a record is made and transmitted to the Supra system.
- D. Lockbox Service: a key control system used to facilitate the showing of listed property.
- E. PIN: a Personal Identification Number assigned to Keyholder for use in connection with the KEY device, in order to prevent the use of the KEY device by unauthorized persons.

Section 2. General Provisions

- A. Lockboxes are leased under terms of a Master Agreement between Supra and RASM. Lockboxes are assigned to Keyholders and may be transferred by the Keyholder to another Association member who is a Keyholder, using RASM's Transfer and Assumption of Rights and Obligations Pursuant to Supra Lockbox Usage.
- B. The Association may refuse to lease a KEY, may terminate an existing KEY lease, and may refuse to activate or reactivate any KEY held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances:
 - (a) The Association determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and
 - (b) The Association gives the individual an opportunity to provide the Association mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

- i) The individual's age at the time of the conviction(s);
- ii) Nature and seriousness of the crime;
- iii) Extent and nature of past criminal activity;
- iv) Time elapsed since criminal activity was engaged in;
- v) Rehabilitative efforts undertaken by the applicant since the conviction(s);
- vi) Facts and circumstances surrounding the conviction(s); and
- vii) Evidence of current fitness to practice real estate.

C. The Association may refuse to issue a KEY or may suspend an existing KEY held by a member following their arrest, and prior to a final determination on any such charge if the charge, in the sole discretion of the Board of Directors, relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk.

Members who are arrested and charged with a crime that relates to the real estate business or puts clients, customers, other real estate professionals or property at risk are required to self-report such incident to the Association's Professional Standards Administrator within **7 business days** of any such charge. By way of explanation and not limitation, such arrest charges may include any crime which involves any of the activities of a licensed broker or sales associate, fraud, dishonest dealing, moral turpitude or any felony crime. *The duty of a member to self-report applies regardless whether such charge occurred in Florida or in any other jurisdiction.* Notice to the Association at a minimum must be in writing, set forth the arrest charges in sufficient detail, the date of occurrence, the jurisdiction where the charges were rendered or the court address where the matter has been filed, and must be signed and dated by the member. The member shall confirm receipt of this Notice by the Association. The Association may at its option create or provide a member with a self-reporting form for this purpose.

In exercising the Association's option to refuse issuance of a KEY or to suspend an existing KEY as provided in Section 2. B and C above, the Association has no duty or affirmative obligation to monitor, examine or inspect the public records to determine if a crime has been committed nor does the Association have any responsibility to or liability for conducting any background check to determine at any time if a crime has been committed by a KEY holder.

Section 3. Keyholder Lease

Upon execution of a Keyholder Agreement, the following individuals are eligible to be issued a KEY: a REALTOR® member of RASM, or any local REALTOR® association in any state under universal access to services; any non-principal broker, sales licensee, or licensed or certified appraiser affiliated with a REALTOR®; and Business Partner members of RASM (Primary or Auxiliary) who are licensed to perform pest control or home inspections, subject to requirements listed below.

The firm performing pest control or home inspections must hold Business Partner membership in RASM. The owner or officer must be a Keyholder before others in the firm are eligible. Each individual who wishes access to the Lockbox Service must become an authorized Keyholder. Sharing of KEYS is prohibited. The owner or an officer must sign a form authorizing a licensed individual affiliated with the firm to become a Keyholder, accepting full responsibility for the actions of the Keyholder so authorized. The owner or officer must annually verify the Keyholders in its firm, and must notify RASM in writing within 48 hours if a

Keyholder leaves the firm or no longer wishes to use the Lockbox Service, returning all equipment.

All Keyholders, whether RASM members or not, shall agree, as a condition of issuance, to be bound by the rules and procedures.

Section 4. Security

Each Keyholder may possess only ONE KEY at a time. KEYS have update codes that expire daily to prohibit use of the KEY until a new update code is obtained. Update codes are issued only to authorized Keyholders in good standing with the Association and in full compliance with all obligations related to the service.

Notwithstanding the foregoing, the REALTOR® principal or broker of record of a firm or office may lease an additional KEY, which may be used to issue, on a temporary basis, to an authorized Keyholder in the same office in the event their KEY becomes non-functional outside normal business hours or under circumstances where a replacement KEY is not reasonably available from RASM. When a KEY is issued on a temporary basis, it shall be the responsibility of the REALTOR® principal or the broker of record to advise RASM in writing, within forty-eight (48) hours, that the KEY has been issued, to whom, and the date and time of issuance. It shall also be the responsibility of the REALTOR® principal or broker of record to advise RASM in writing within forty-eight (48) hours after possession of the previously issued KEY has been reassumed.

Keyholder must keep the KEY in their possession or in a safe place at all times to prevent use by unauthorized persons, and:

- A. Shall not allow the PIN for the KEY to be disclosed in any way to any third party, nor attach the PIN to the KEY.
- B. Shall not share, loan, or give the KEY to any other person, nor permit any other person to use the KEY, whether or not such other person is a real estate broker or salesperson.
- C. Shall not use a KEY to access a property without first obtaining authority to enter the property from the property owner or responsible agent. The fact that a property has a Lockbox does not authorize Keyholder to enter or show property.
- D. Shall return the property key(s) to the Lockbox container and ensure that Lockbox is secure prior to leaving the property.
- E. Shall never give keys to the property to anyone at any time, including another agent.
- F. Shall notify the Association immediately in writing, and in any event, within 48 hours, of a loss or theft of the KEY or any Lockboxes, and all the circumstances surrounding such loss or theft. Prior to issuance of a replacement KEY, Keyholder must complete and deliver to RASM, a stolen KEY affidavit.
- G. Shall remove eKEY software from their smartphone within 48 hours of decision to discontinue use of KEY or of termination of membership or Lockbox Service. Fees for the Lockbox Service continue until RASM is notified and any equipment is returned to RASM.
- H. Shall participate in an annual audit by either presenting the eKEY at the Association during the audit, or by providing a written statement, signed by Keyholder and the Designated REALTOR®, broker of record, or in the case of a business partner member, by a principal, partner, or corporate officer of Keyholder's firm, attesting that the KEY is currently in possession of the Keyholder.

Section 5. Failure to Comply and Violation

Failure to comply with any of the terms herein or terms of the Keyholder Agreement will be considered a violation of membership duties under the Association's Bylaws, and may constitute grounds for termination of the Keyholder Agreement, deactivation of the KEY, and/or imposition of fines under these provisions. Upon being notified of allegations of

misuse, unless violations of the Code of Ethics are involved, the Association shall give notice of the alleged misuse, citing fines and/or sanctions as outlined herein. The Keyholder must, within 10 days, either comply with the sanction as directed or file a written request for a hearing before a panel of the Professional Standards Committee with the RASM Professional Standards administrator. Such hearing will follow the procedures outlined in the Code of Ethics and Arbitration Manual, including the right to appeal the panel's decision.

Section 6. Fines and Penalties

Sanctions will be imposed in accordance with the schedule herein, as amended from time to time. If allegations of misuse of more than one rule are reported in one complaint, each instance shall be fined and/or sanctioned separately. The first violation of any rule shall be sanctioned as a first offense. Subsequent violations of the same rule shall be sanctioned as a second offense, then a third offense (of the same rule). The total fine in any one complaint shall not exceed \$15,000.

Keyholders will have ten (10) days from transmittal of notification of alleged violation in which to either pay the fine(s) or deliver a written request for a hearing before a hearing panel of the Professional Standards Committee. Failure to pay the fine or request a hearing within that time shall result in deactivation of the Lockbox Service until fine is paid or a hearing requested.

In cases where Lockbox Service is deactivated permanently, all Shareholder Associations in Stellar MLS will be notified.

Schedule of Sanctions

September 16, 2020

Rule 2C. Failure to self-report being arrested and charged with a crime related to the real estate business.	1 st Offense	\$1,000 fine and 6-month deactivation of Service
	2 nd Offense	Permanent termination of Lockbox Service
Rule 4A. Allowing the PIN for the KEY to be disclosed in any way to any third party or attaching it to the KEY.	1 st Offense	\$100 fine
	2 nd Offense	\$500 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4B. Sharing, loaning, or giving the KEY to any other person or permitting any other person to use the KEY, whether or not they are a real estate broker or salesperson.	1 st Offense	\$500 fine and 30-day deactivation of Service
	2 nd Offense	\$1,000 fine and 6-month deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4C. Using a KEY to access a property without first obtaining authority to enter the property from the property owner or responsible agent.	1 st Offense	\$100 fine
	2 nd Offense	\$500 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4D. Failing to return the property key(s) to the Lockbox container and/or failing to ensure the Lockbox is secure before leaving the property.	1 st Offense	\$500 fine and 30-day deactivation of Service
	2 nd Offense	\$1,000 fine and 6-month deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4E. Giving property keys to anyone at any time, including another agent.	1 st Offense	\$100 fine
	2 nd Offense	\$500 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4F. Failing to report the loss or theft of a KEY or any Lockboxes immediately in writing, but no later than 48 hours.	1 st Offense	\$100 fine
	2 nd Offense	\$500 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4G. Failing to remove software from smartphone within 48 hours of decision to discontinue use of KEY or of termination of membership or Lockbox Service.	1 st Offense	\$100 fine
	2 nd Offense	\$500 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Rule 4H. Failing to comply with the terms of the annual KEY audit.	1 st Offense	Deactivation of Service for 30 days or until compliance with audit, whichever occurs first
	2 nd Offense	\$100 fine and continued deactivation of Service for up to an additional 30 days or until compliance with audit
	3 rd Offense	Permanent termination of Lockbox Service



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Lockbox Service Self-Reporting Document

The Lockbox Service Rules of the REALTOR® Association of Sarasota and Manatee require a member who has been arrested to report such event to the Association for the Board to determine in its sole opinion if the charge involves a crime that relates to the real estate business or puts clients, customers, other real estate professionals or property at risk. The duty to report applies to any noted arrest charge in any jurisdiction, not just Florida, and must be in writing and provide sufficient information about the charge(s) for the Board to Directors to determine if it is appropriate to refuse a KEY or to suspend use of an existing KEY. Failure to timely and accurately report any arrest as provided in the Rule (See Section 2 C of the Lockbox Rule) may also result in additional sanctions or a complaint for violation of a membership duty. The Form below is to assist a Member in meeting this reporting obligation.

1. Last Name (Surname), First Name, Middle Name:		2. Date of Birth:	
3. Address:	4. City:	5. State:	6. Zip:
7. Telephone:	8. E-Mail:		9. RASM Membership #:
10. For each <u>arrest</u> in any jurisdiction please state the following:			
a. Name of court:			
b. Address of court:			
c. Case number:			
d. Date of arrest:			
e. Name of crime:			
a. Name of court:			
b. Address of court:			
c. Case number:			
d. Date of arrest:			
e. Name of crime:			
<i>If the arrest charges exceed two in number attach additional information under separate cover.</i>			