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**KEYCARD USAGE AGREEMENT**

IT IS HEREBY AGREED AMONG THE New Castle County Board of REALTORS® (ISSUER),

\_\_\_\_\_ (PRINCIPAL) of \_\_\_\_\_  
 (Firm and Branch)

And Principal's/ASSOCIATE \_\_\_\_\_ (CARDHOLDER) WITNESSETH:

1. **KEYCARD RECEIPT.** KEYCARD HOLDER hereby acknowledges receipt of (check one) \_\_ Active Key \_\_ eKey,
2. **TITLE TO KEYCARD.** Keycard is the property of SUPRA.
3. **RULES AND REGULATIONS.** These portions of the New Castle County Board of REALTORS® and Trend's Rules and Regulations pertaining to Keycards, Keyboxes, and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. PRINCIPAL and KEYCARD HOLDER agree to comply with provisions contained therein as they relate to Keyboxes and Keycards. A violation of the Trend and New Castle County Board of REALTORS® Rules and Regulations shall constitute a violation of this agreement, which may result in a fine, deactivation of PIN, or both.
4. **SYSTEM FEE.** PRINCIPAL agrees that PRINCIPAL will be assessed a monthly system fee for KEYCARD HOLDER. Such fee shall be reasonably adjusted on an annual basis to enable the NCCBOR to cover expenses of loan payments and the equipment, software, administration, and maintenance of the system.
5. **TRANSFER.** If KEYCARD HOLDER transfers from one firm to another, KEYCARD HOLDER will be entitled to continue hereunder, provided the new PRINCIPAL provides the NCCBOR with the DREC transfer form. A fee, if any, may be assessed and must be paid by PRINCIPAL or KEY HOLDER for such transfer of responsibility. Until the KEYCARD HOLDER'S new principal sends the transfer form, the PRINCIPAL signing this agreement remains responsible for that KEYCARD HOLDER as the PRINCIPAL in this agreement. The PRINCIPAL will continue to be responsible for what KEYCARD HOLDER did or failed to do with the Active Key prior to the new PRINCIPAL sending the form.
6. **TERMINATION OF PRINCIPAL/ KEYCARD HOLDER.** PRINCIPAL and KEYCARD HOLDER acknowledge that in the event KEYCARD HOLDER or PRINCIPAL is terminated as a member in good standing with the New Castle County Board of REALTORS®, or KEYCARD HOLDER'S association with PRINCIPAL is terminated for any reason, Keycard will be deactivated.
7. **SECURITY OF KEYCARD.** KEYCARD HOLDER agrees to:
  - a. Keep the card in KEYCARD HOLDER'S possession or in a safe place at all times.
  - b. Not have the PIN attached to or written on the ActiveKey or eKey.
  - c. Not loan the ActiveKey or eKey to any person, for any purpose whatsoever, nor permit the card to be used for any purpose by any other person.
  - d. Not duplicate the ActiveKey nor allow any other person to do so.
  - e. Immediately notify ISSUER of the loss or theft of an ActiveKey and the circumstances surrounding such loss or theft.
  - f. Follow all additional security procedures specified by the ISSUER.
8. **INSPECTION/ KEYCARD AUDIT.** ISSUER shall have the rights to inspect the KEYCARD HOLDER'S key all reasonable times and places. KEYCARD HOLDER agrees to submit the key for inspection at ISSUER'S office not less than 48 hours after receipt of written notice, or at any other time upon oral request if ISSUER believes that the integrity and security of the system is in jeopardy. Failure to comply with the terms of this paragraph shall result in deactivation of KEYCARD HOLDER'S PIN. PRINCIPAL shall assist in inspections or audits of keys and KEYCARD HOLDERS as requested by ISSUER.
9. **INDEMNIFICATION/ RELEASE.** KEYCARD HOLDER covenants and agrees to indemnify and hold ISSUER harmless from any and all liability, obligations, or demands against ISSUER as a result of KEYCARD HOLDER'S use of the ActiveKey including, but not limited to, any and all liabilities, including attorney's fees, incurred by ISSUER as a result of damage or injury to premises or persons arising out of the use by KEYCARD HOLDER or by any other person of the ActiveKey. PRINCIPAL and KEYCARD HOLDER release ISSUER from any and all claims, liability, loss or damage of any kind caused by or resulting from use, malfunctions or loss of use, of the Keyboxes or Keycard caused by the actions, failure to act or negligence of ISSUER.
10. **REIMBURSEMENT.** KEYCARD HOLDER agrees to reimburse ISSUER for any and all expenses incurred by ISSUER in the event that the Keybox System must be re-secured due to negligence on the part of KEYCARD HOLDER.
11. **PRINCIPAL'S RESPONSIBILITY.** PRINCIPAL confirms that he/she is an owner, partner, or corporate officer of above named firm, has the authority to sign this agreement for the firm, and that PRINCIPAL or their designee is a member of the new Castle County Board of REALTORS®. Furthermore, PRINCIPAL confirms that KEYCARD HOLDER is associated with the firm named above, and that PRINCIPAL is jointly and severally liable with KEYCARD HOLDER for all duties, responsibilities, and undertakings of KEYCARD HOLDER under this agreement, provided, however this agreement shall not be construed to make KEYCARD HOLDER an employee of PRINCIPAL.
12. **AUTHORIZATION.** KEYCARD HOLDER will secure authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Keybox on such property. Such authorization shall disclose that the Keybox is not designed or intended as a security device and shall at least those disclosures and agreements required by the rules of the New Castle County Board of REALTORS® and TREND.
13. **NO ASSIGNMENT.** This agreement may not be assigned by KEYCARD HOLDER.

**INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE SIGNED THIS AGREEMENT TO BE EFFECTIVE ON THE DATE SIGNED BY ISSUER.**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Principal's Name (please print)

\_\_\_\_\_  
 Key Holder's Name (please print)

\_\_\_\_\_  
 Principal's Signature

\_\_\_\_\_  
 Key Holder's Signature

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Issuer, NCCBOR Executive Vice President Signature

\_\_\_\_\_  
 Firm Address