

THIS COOPERATIVE AGREEMENT is entered as of _____ by and between _____
(date)

DisplayKEY Serial Number:_____ PIN:_____ Office Number:_____

A. KEYHOLDER acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of ORGANIZATION and/or its MLS system. The KEYHOLDER is responsible to obtain, read and remain fully aware of all Rules and Regulations of the ORGANIZATION and the MLS pertaining to Lockboxes, Keys and the System, including all future amendments thereto. KEYHOLDER covenants and agrees to comply with all of the provisions contained in this Agreement. The violation of this Agreement or the said Rules and Regulations by the KEYHOLDER shall be a default of this Agreement. KEYHOLDER acknowledges that it is necessary to maintain the security of the Equipment and the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. KEYHOLDER further acknowledges that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and the KEYHOLDER agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

B. In the Administration Agreement and the Organization Lease, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to ORGANIZATION. If Supra discontinues any item of Equipment, the ORGANIZATION shall use its best efforts to have the Equipment leased hereunder continue to be completely compatible with and to function with the Service. If the Equipment leased hereunder is lost, destroyed or damaged, ORGANIZATION may replace that Equipment with refurbished Equipment ("Replacement") which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

2. TITLE AND USE: KEYHOLDER hereby acknowledges and agrees that the Service, including all its components, and the Equipment, are and shall at all times remain the property of Supra. All additions, attachments, components, and the Equipment, are and shall at all times remain the property of Supra. All additions, attachments, replacement parts and repairs to the Equipment, and any Replacements shall become part of the Equipment and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of Supra.

3. PAYMENTS: If a Cooperative Supra key is lost, stolen, or replaced, a new Cooperative Agreement must be filled out with the new replacement Supra key number, and KEYHOLDER shall be required to pay ORGANIZATION a key Activation fee.

4. REPRESENTATIONS AND COVENANTS: KEYHOLDER covenants and agrees:

- A.** If KEYHOLDER misuses the Service or any component thereof, including without limitations, use of the Service in violation of the User's Guide, and a third party brings an action against ORGANIZATION relating to such misuse, KEYHOLDER agrees to indemnify, defend and hold harmless ORGANIZATION and Supra, and their respective 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 ORGANIZATION or Supra in such proceeding.
- B.** That neither ORGANIZATION nor Supra shall 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.** The KEYHOLDER will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, decompile,



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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 ORGANIZATION and Supra with written notice of any legal proceeding or arbitration in which KEYHOLDER is named as a defendant and that alleges defects in the Equipment or the Lockboxes within five (5) days after KEYHOLDER receives written notice of such action.

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

DEFAULT

- E.** Each of the following events shall be an Event of Default by KEYHOLDER under this Cooperative Agreement:

- i. The commencement of either an involuntary or voluntary 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; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Cooperative Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

- F.** An Event of Default by ORGANIZATION shall proceed under Section 7 below.

- 5. ARBITRATION; LITIGATION:** Any controversy or claim arising out of or relating to this Cooperative 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 Contra Costa County, California; 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 Cooperative Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorneys' 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 therefrom or reviews thereof.

- 6. NOTICES:** All notices hereunder 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 Cooperative 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, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

IN WITNESS WHEREOF, ORGANIZATION AND KEYHOLDER have caused this Cooperative Agreement to be duly executed as of the date set forth in the preamble to this Cooperative Agreement.

KEYHOLDER:

Print Name: _____

Sign Name: _____

Date: _____

ORGANIZATION:

Sheiren R. Diaz
Contra Costa Association of REALTORS®
Chief Executive Officer



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COOPERATIVE KEY AGREEMENT FORM

KEYHOLDER INFORMATION

Name: _____
(last) (first) (middle)

Home Address: _____
(street) (city) (state) (zip code)

BRE Number & Expiration: _____ Email: _____ Phone: _____

Office Name: _____ Office Phone: _____

Office Address: _____
(street) (city) (state) (zip code)

Broker Name: _____ Broker Signature: _____

COOPERATING KEY PRORATION OPTIONS

Agreement term July 1 - June 30

Start Month	Expiring Date Options	
January, February, March	<input type="checkbox"/> 3/31 same year	<input type="checkbox"/> 6/30 same year
April, May, June	<input type="checkbox"/> 6/30 same year	<input type="checkbox"/> 12/31 same year
July, August, September	<input type="checkbox"/> 9/30 same year	<input type="checkbox"/> 12/31 same year <input type="checkbox"/> 6/30 next year
October, November, December	<input type="checkbox"/> 12/31 same year	<input type="checkbox"/> 6/30 next year

Key Service Term _____ to _____
Today's Date Service not automatically renewed

Key Serial Number: _____ 4-digit PIN: _____ Primary MLS: _____

OPTIONAL: Any applicable Co-op Key fees may be listed here:

The Co-op Keyholder is bound by the existing Key Lease Agreement through the Primary Key Issuer.

My signature below acknowledges I have received a copy of the MLS Rules and Regulations, including Key Rules and agree to abide by such rules. I also agree as a condition to delivery of the key and right to access listings and property through the use of the key, I will comply with all of the MLS Rules and Regulations of any Multiple Listing Service or Association through which a property is listed and accessed by me or anyone using my key, irrespective as to whether such use is authorized or not. I understand and acknowledge, in addition to any remedy available to an Association or MLS at law or equity, my key access may be terminated without notice or hearing if substantial grounds exist for the Association or MLS in which an issue of compliance arises to determine there has been a breach of this agreement or violation of any provision of the applicable MLS Rules and Regulations.

Keyholder Name

Keyholder Signature

Date