



**GREATER HARTFORD ASSOCIATION OF REALTORS®
KEYBOX SYSTEM SUB-LEASE AGREEMENT**



THIS SUB-LEASE AGREEMENT ("Lease") is entered as of _____, 200_____, by and between _____ ("KEYHOLDER"), and the Greater Hartford Association of REALTORS® ("GHAR") covering the following equipment: DisplayKEY (Serial # _____) and DisplayKEY Cradle (Serial # _____).

KEYHOLDER AND GHAR agree as follows:

GHAR hereby leases to KEYHOLDER, and KEYHOLDER hereby leases from GHAR, the equipment described above (which may be new or refurbished), which includes the DisplayKEY and the DisplayKEY Cradle (collectively, the "Equipment"). In addition, GHAR hereby grants to KEYHOLDER (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which GHAR licenses from Supra, Division of GE Interlogix, Inc. ("Supra"), which is necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 1(b) below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software GHAR licenses from Supra (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide's published by Supra, which will be provided to KEYHOLDER and is incorporated herein by reference.

This Lease shall commence on the date set forth above and have a term ("Term") until **November 16, 2009**, unless terminated earlier or extended pursuant to the provisions of this Lease.

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 GHAR and/or its MLS system. By executing this Lease, 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 KEYHOLDER agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

KEYHOLDER acknowledges that, in order to make the Service available to KEYHOLDER, GHAR and Supra entered into a Services and Administration Agreement effective as of November 17, 2003 (the "Administration Agreement") and also a Organization Lease effective as of November 17, 2003 (the "Organization Lease"), that provide, among other things, the terms under which Supra will provide the Service to GHAR. **KEYHOLDER understands that, if either the Administration Agreement or Organization Lease are terminated for any reason during the Term of this Lease, the Service will no longer be available to KEYHOLDER and this Lease will terminate in accordance with Section 10 below. KEYHOLDER further acknowledges and agrees that, under the terms of the Administration Agreement and of Organization Lease, GHAR may elect a different Service or choose to upgrade the Service at any time during the Term of this Lease, which may result in an increase of the System Fee (as defined in Section 2 below) and/or the termination of this Lease.** Except as the rights and obligations of KEYHOLDER and GHAR under this Lease may be affected as described in the two preceding sentences, the rights and obligations between KEYHOLDER and GHAR with respect to the Service are governed solely by the terms and conditions of this Lease. KEYHOLDER acknowledges that failure of GHAR to perform its obligations under the Administration Agreement and/or Organization Lease may detrimentally affect KEYHOLDER's use of the Service.

In the Administration Agreement and 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 GHAR. If Supra discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased hereunder is lost, destroyed or damaged, GHAR 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.

1. 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, 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.

2. ANNUAL SYSTEM LEASE FEE KEYHOLDER hereby agrees to pay an Annual System Lease Fee together with any and all applicable Connecticut sales tax and other tax to GHAR as determined on an annual basis by GHAR. The fee for the first year, together with other authorized charges, are payable upon execution of this Agreement. Each subsequent year's fee is due and payable on or before July 1st of each year. Such annual fee may be reasonably adjusted unilaterally in the sole discretion of GHAR Board of Directors on an annual basis to enable GHAR to cover the expense of servicing its lease payments and to adequately cover expenses of administrating the system. Failure to pay the Annual System Lease Fee within fifteen days of its due date shall constitute default and will result in the deactivation of KEYHOLDER's Key and require the return of the such equipment covered by previous Agreements. The Annual System Lease Fee, once paid for any given year, shall not be refundable, in whole or in part once the service period has commenced.

3. TRANSFER If KEYHOLDER transfers from one Designated REALTOR® (DR) to another DR, KEYHOLDER will be entitled to continue hereunder, provided the new DR executes in writing within five days, a transfer of assumption of DR's responsibilities on a form provided by GHAR. GHAR may assess a processing fee for such transfers, which must be paid by KEYHOLDER promptly. Failure to return the completed transfer form or pay any applicable transfer fee to GHAR within five days shall constitute default of this Agreement by KEYHOLDER.

4. STATUS If DR fails to maintain DR status in a REALTOR® association or KEYHOLDER fails to maintain affiliation with a DR, the Key will be deactivated and KEYHOLDER must immediately return the equipment in his/her possession to GHAR.

5. SECURITY OF KEY KEYHOLDER agrees:

- a. To keep the Key in KEYHOLDER's possession or in a safe place at all times.
- b. To not attach the secret code number to the Key and to maintain the security and confidentiality of such secret code numbers.
- c. To not loan the Key to any person, whether or not a Real Estate licensee, for any purpose whatsoever, or to permit the Key to be used by any other person, unless permitted under GHAR rules.
- d. To not assign, transfer or pledge this Agreement or the Key.
- e. To immediately notify GHAR in writing of the loss, destruction or theft of the Key and circumstances surrounding such loss, destruction or theft.
- f. To follow all additional security procedures as specified in writing by GHAR from time to time.

6. RISK OF LOSS; RETURN OF EQUIPMENT

If the Key is ever lost or stolen, KEYHOLDER and DR each have the obligation to notify GHAR immediately of such fact and GHAR shall have the right to immediately deactivate such Key and take any other steps it deems necessary to secure the AE III System. If KEYHOLDER then requires a replacement Key, KEYHOLDER shall lease a replacement Key exclusively from GHAR at the then current price.

No loss, damage or destruction to the Equipment shall relieve KEYHOLDER of any obligation under this Lease, except to the extent any such loss, damage or destruction is directly caused by the negligence of GHAR. The cost for replacing any Equipment that is lost, damaged or destroyed and the damages to be paid by KEYHOLDER for failing to return the Equipment upon termination of this Lease is set forth below. Replacements may be refurbished Equipment.

DisplayKEY	DisplayKEY Cradle
\$150.00	\$99.00

At the expiration of the Term, KEYHOLDER, at KEYHOLDER's expense and risk, shall immediately return or cause the return to GHAR to such location as GHAR shall specify, all of the Equipment with all Software and any components included within the Service that have been leased to KEYHOLDER pursuant to this Lease. The Equipment and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. DEFAULT KEYHOLDER acknowledges that in the event of Keyholder default, GHAR shall have the right to deactivate and require the return of KEYHOLDER's Key immediately at the time of any of the following events:

- a. Termination of DR's Membership in a REALTOR® Association.
- b. Termination of KEYHOLDER's affiliation with a Designated REALTOR® for any reason, unless a transfer of assumption of Designated REALTOR®'s responsibilities is submitted to GHAR, in accordance with Section 3 of this Agreement.
- c. Failure to comply with a Key audit by GHAR.
- d. Failure to comply with any provision of this Agreement, including, without limitation, the rules and policies incorporated herein by reference.
- e. KEYHOLDER's failure to pay, for any reason, any amount required under this Lease within fifteen (15) days after the date that such payment is due; or
- f. An Event of Default by GHAR under this Lease will occur upon the termination for any reason of the Administration Agreement and/or Organization Lease.

8. TERMINATION GHAR may terminate this Agreement immediately upon written notice to DR and KEYHOLDER in the event that KEYHOLDER or DR are in default under Section 7, above;

- a. Supra ceases to lease the Keys to GHAR or withdraws its authorization for GHAR to sublease the Keys; or
- b. GHAR terminates the AE III KeyBox System for any reason.

KEYHOLDER may terminate this Lease at any time by returning the Equipment to GHAR and paying GHAR any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment as set forth in Section 6 hereof and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees, which would have become owing after the date of termination of this Lease are released and discharged by GHAR.

GHAR may terminate this Lease upon termination of the Administration Agreement and/or Organization Lease for any reason, including without limitation, a default by GHAR under the Administration Agreement and/or Organization Lease or an upgrade of the Service by GHAR. Upon termination, KEYHOLDER shall be obligated to satisfy the obligations set forth above in Section 6.

In the event that KEYHOLDER fails to return all Equipment leased to KEYHOLDER upon termination of this Lease or at the expiration of the Term, KEYHOLDER acknowledges that it is impractical and difficult to assess actual damages to GHAR, and therefore agrees to pay to GHAR, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6 hereof.

Any unused portion of the System Fee for use of the Service previously paid shall be forfeited by KEYHOLDER and KEYHOLDER shall not be entitled to a refund.

9. INSPECTION/CARD AUDIT GHAR shall have the right to inspect the Key issued to KEYHOLDER at all reasonable times and places. KEYHOLDER agrees to submit the Key for inspection at GHAR's headquarters, when given not less than 48 hours written notice, or a verbal request, if it is believed that the integrity and security of the System are in jeopardy.

10. DESIGNATED REALTOR® RESPONSIBILITY DR confirms that DR is both a licensed Real Estate broker and a DR Member of a REALTOR® Association. DR also confirms:

- a. KEYHOLDER is in fact affiliated with DR.
- b. KEYHOLDER has a current real estate broker or salesperson license.
- c. In addition to DR's obligations under Section 4 of this Agreement, DR will notify GHAR in writing should

KEYHOLDER's affiliation with DR be terminated.

- d. DR shall supervise the duties and responsibilities of KEYHOLDER under this Agreement.

11. RULES AND REGULATIONS GHAR's KeyBox Service Rules and other regulations pertaining to Keys, KeyBoxes, and their use, and all rules, regulations and policies of GHAR relating to the operation of this keybox system are incorporated herein by reference, as they now exist and as they may be amended from time to time. DR and KEYHOLDER covenant and agree to comply with the provisions contained therein.

12. FAILURE TO COMPLY Failure to comply with the terms of this Agreement may result in disciplinary action by GHAR, a written complaint to the Real Estate Commission, and/or any appropriate law enforcement agencies.

13. REPRESENTATIONS AND COVENANTS KEYHOLDER covenants and agrees:

- a. If KEYHOLDER misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide and/or GHAR's Keybox Service Rules, and a third party brings an action against GHAR and/or Supra relating to such misuse, KEYHOLDER agrees to indemnify, defend and hold harmless GHAR and/or 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 GHAR and/or Supra in such proceeding.
- b. **That neither GHAR 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. That KEYHOLDER will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, decompile, 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 GHAR 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 KeyBoxes within five (5) days after KEYHOLDER receives written notice of such action.
- e. The obligations set forth in this Section shall survive termination of this Lease.

14. RIGHTS AND REMEDIES Upon the occurrence of an Event of Default by KEYHOLDER, GHAR may, at its sole option and without limitation or election as to other remedies available under this Lease or at law or in equity, exercise one or more of the following remedies:

- a. Terminate this Lease, deactivate the key and demand the return of any Equipment to GHAR;
- b. Terminate one or both of KEYHOLDER's sub-licenses to use the Network and to use the Software;
- c. Direct Supra to deactivate KEYHOLDER'S access to the Service or any component of the Service;
- d. Bill the KEYHOLDER for any outstanding amounts owed under this Lease, including any applicable liquidated damages for the failure to return the Equipment; and/or
- e. Take any and all actions necessary to collect all amounts currently due and owing under this Lease, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by GHAR in connection with the exercise of its rights and remedies under this Lease.

Upon the occurrence of an Event of Default by GHAR or termination of this Lease, all of KEYHOLDER's obligations under this Lease shall terminate, except that KEYHOLDER shall be required to return the Equipment to GHAR and to pay GHAR any outstanding amounts owed under this Lease, including any damages for the failure to return the Equipment.

If GHAR deactivates the Service because of a default by KEYHOLDER under this Lease, but does not otherwise terminate this Lease, KEYHOLDER will be entitled to seek to have the Service reactivated. In order to so, KEYHOLDER shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Lease and the reasonable costs and attorneys' fees incurred by GHAR in connection with collecting under this Lease. After confirmation of the curing of such defaults and the receipt of payment of such amounts, GHAR shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

In the event that GHAR institutes any action for the collection of amounts due and payable hereunder, KEYHOLDER shall pay, in addition to the amounts due and payable under this Lease, all reasonable costs and attorneys fees incurred by GHAR in connection with collecting under this Lease. KEYHOLDER expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

GHAR's failure or delay in exercising any right or remedy under this Lease shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. KEYHOLDER understands that GHAR's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

15. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Lease 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 West Hartford, Connecticut; 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 Lease 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 attorneys fees in such action and in any appeals therefrom or reviews thereof.

16. 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 Lease, 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.

17. WARRANTY The Equipment is warranted by Supra against defects in workmanship and/or materials, to be fit for its intended purpose and to conform in all material respects to its written specifications for the term of the Lease. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Lease. KEYHOLDER must return any defective system component under warranty to GHAR at KEYHOLDER's sole cost and expense and GHAR shall provide all repaired or replacement Equipment to KEYHOLDER. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. KEYHOLDER agrees to cooperate with GHAR and Supra by performing diagnostic tests provided to KEYHOLDER when KEYHOLDER initially seeks warranty service.

18. AMENDMENT. GHAR may unilaterally amend this Agreement to the extent any amendments are necessary or appropriate for compliance with applicable laws, the rules, regulations, or policies of GHAR or the NATIONAL ASSOCIATION OF REALTORS®, INC.

19. GENERAL PROVISIONS

This Agreement is not assignable by either DR or KEYHOLDER unless such assignment is permitted by GHAR in its sole discretion. This Agreement shall be binding upon the parties and their heirs, successors, permitted assigns and personal representatives; shall be interpreted under and governed by the laws of the State of Connecticut.

This Lease constitutes the entire agreement between GHAR and KEYHOLDER relating to the lease of Equipment and use of the Service. Provided that KEYHOLDER has returned to GHAR all keys previously leased by GHAR to KEYHOLDER, all prior leases between GHAR and KEYHOLDER for such keys are hereby terminated effective as of the parties' execution of this Lease. If applicable, the leases pertaining to keyboxes remains in effect.

This Lease shall be effective and binding upon the parties hereto when fully executed by both parties. This Lease may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

This Lease shall be amended or modified only by a written agreement signed by GHAR and KEYHOLDER.

Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

All agreements, representations and warranties contained in this Lease shall survive the expiration or other termination of this Lease.

If any provision of this Lease is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Lease.

This Lease shall be governed by the laws of the State of Connecticut.

This Lease shall be binding upon and inure to the benefit of GHAR, and its successors and assigns, and KEYHOLDER and its permitted successors and assigns.

IN WITNESS WHEREOF, GHAR and KEYHOLDER have caused this Lease to be duly executed as of the date set forth in the preamble to this Lease.

Executed at _____, Connecticut, this ____ day of _____, 20____.

MEMBER # _____ Key No. _____ Craddle No. _____

Print KEYHOLDER's Name

Print DR's Name

KEYHOLDER's Signature

DR's Signature (required)

Firm Name and Address

KEYHOLDER's Driver's License No. _____ KEYHOLDER's Home Phone No. _____

KEYHOLDER's Home Address _____

Greater Hartford Association of REALTORS®, Inc.

By: _____
Authorized GHAR Representative