

**COMMON LOCKBOX RULES FOR THE
SAINT LOUIS AREA REGIONAL ELECTRONIC LOCKBOX SYSTEM**

(Effective September 1, 2020)

The St. Louis Area Regional Electronic Keybox System is a service of the St. Louis REALTORS®, the St. Charles REALTORS®, the Southern Gateway Association of REALTORS®, the Franklin County Board of REALTORS®, the East Central Board of REALTORS®, and the Mineral Area Board of REALTORS®. This System is offered as a member service to Association members. The Association has an exclusive contract with SUPRA, a lockbox vendor, which meets the minimum lockbox system security requirements specified by the National Association of REALTORS®. The Participating Associations have adopted the following mutually agreed upon rules and regulations to be observed, administered and enforced by the Associations.

Section 1. Definitions

- a. **Association or Participating Association:** This refers to those Associations of REALTORS® who participate in the System, including the St. Louis REALTORS®, St. Charles REALTORS®, Southern Gateway Association of REALTORS®, Franklin County Board of REALTORS®, East Central Board of REALTORS®, and Mineral Area Board of REALTORS®.
- b. **Keyholder:** Those individuals as specified in Section 2 who have executed a lease agreement. Keyholders have access to SupraWeb, where they can update their information, pay invoices, access showing reports, and other functions as provided by SUPRA.
- c. **KEY:** This is an electronic device used to open Lockboxes. There are three types of KEYS leased to authorized Keyholders by Supra. The XpressKEY and ActiveKEY are standalone wireless devices that send and receive updates automatically from the Service. The eKEY is a electronic KEY access software installed on the Keyholder's personal smartphone or mobile device which also automatically sends and receives updates from the Service. When used to open the key container of a Lockbox, the KEY records and transmits information to the Service. KEYS may not be sold or transferred.
- d. **Lockbox:** A container which may be affixed to a property to allow authorized users access to listed property. KEYS communicate through infrared or Bluetooth technology to release the key container thus allowing access to the property. At the same time, a record as to who's KEY accessed the key container and when the access occurred is made and transmitted to the Supra system. A Lockbox is not intended or designed as a security device, but as a convenience to facilitate the showing of listed property.
- e. **MLS:** Multiple Listing Service (i.e., MARIS)
- f. **Oversight Board:** There shall be an Oversight Board consisting of one member

(Oversight Board Member) from each Participating Association. The Oversight Board Member shall be the current Executive (AE) of each Participating Association. The purpose of the Oversight Board shall be to make recommendations to the Participating Associations relative to system vendors, rules and rules enforcement and operational matters. Additionally, the Oversight Board shall review and evaluate certain matters involving background checks of Keyholders, claims or allegations of illegal activity by Keyholders, and the self-reporting of illegal activity by Keyholders and shall make a determination whether to suspend the Service, deny access to the Service, or take some other appropriate action based on their review and evaluation.

- g. **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.
- h. **Service:** A lockbox service offered by of the Associations participating in the System to provide a KEY controlled system to facilitate the showing of listed property.
- i. **System:** The St. Louis Area Regional Electronic Lockbox System.

Section 2. Keyholders

- a. Any REALTOR® or REALTOR-Associate® member shall be eligible to hold a KEY subject to approval of their application and their execution of a lease agreement.
- b. Any REALTOR® or REALTOR-Associate® member that is not a member of a participating Association may receive services through one of the participating Associations, which will be identified as their local participating Association. Such individual is eligible to hold a KEY subject to payment of fees and execution of a lease agreement with their participating Association without having to become a REALTOR® or REALTOR-Associate® member of that participating Association.
- c. No member of a participating Association is required to participate in the Service. Licensed real estate agents whose licenses are with referral companies or are with non-member firms may NOT participate in the Service.
- d. Affiliate members of an Association, actively engaged in a recognized field of real estate practice requiring inspection of listed property or access to listed property in accordance with Section 3, may lease a KEY, subject to approval of their application and their execution of a lease agreement. The lease agreement shall be signed by the applicant, principal, partner or corporate officer of the Keyholder's firm and, if applicable, the sales associate/broker for whom the applicant works. All parties who sign the lease agreement on behalf of an individual who is affiliated with a brokerage or other company shall be responsible for any non-conforming actions, misuse of equipment or the Service, or any outstanding fees.

Section 3. Affiliates

- a. Qualified Affiliate members who are not licensed by the state in which they work shall require satisfactory completion of a state and/or federal criminal background check at their expense. A Qualified Affiliate's eligibility to enter into a Keyholder lease agreement shall be subject to the review and approval of the criminal background check approved by the Association's board of directors. Associations may refuse to sell or lease lockbox keys, may terminate existing key lease agreements, 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 in accordance with Section 8. The Association may, at its discretion, conduct a state and/or federal criminal background check at any time while such Qualified Affiliate is a Keyholder to determine continued eligibility.
- b. For the purpose of this Section, qualified Affiliate members are those Affiliates who are engaged in a recognized field of real estate requiring inspection of property or access to listed properties. These Affiliates shall include, but not be limited to:
 - A. Unlicensed personal assistants and administrative/clerical staff who are under the direct supervision of a REALTOR® member of a participating Association.
 - B. Radon Inspectors
 - C. Home Inspectors
 - D. Photographers
 - E. Home Stagers
 - F. Pest Control Companies
- c. The Affiliate shall certify that they are engaged in a recognized field of real estate as outlined above, and that the KEY will be used solely for purposes related to the Affiliate's business as specified in the Affiliate application.
- d. It shall be a violation for any Affiliate Keyholder to use the electronic key to gain access to a property, or to allow any other person to gain access to a property, without first having obtained specific permission for the access from the listing agent or brokerage. Violation of this rule may result in a fine and/or termination of KEY services as outlined in Section 16.
- e. All Affiliate Keyholders must hold a valid license if their industry requires licensure in the state in which they work. Licensed Affiliate Keyholders may be required to provide proof of licensure along with proof of continued licensure. This requirement would apply to any current or future Affiliate Keyholders.
- e. Any Affiliate Keyholder who fails to fulfill their licensing requirements; or has such license suspended, terminated or revoked, will lose their Keyholder privileges immediately. Affiliate Keyholder grants the Association permission to verify continued licensure where applicable and shall cooperate with the Association in obtaining such verification.
- f. All Affiliate members who desire to become Keyholders must receive instruction on

the proper use of the System from the issuing Association prior to being issued a KEY.

Section 4. Change of Status

The status of an Affiliate Keyholder is non-transferable. Non-Affiliate Keyholders may transfer to a different participating firm, however, they shall notify the Association of record within five (5) days of the change as recorded with the Missouri Real Estate Commission. Failure to do so could result in a loss of system privileges.

Section 5. Seller Authorization Required

Keyboxes may not be placed on a property without the written authority of the seller. This authority may be established in the listing contract or in a separate document created for that purpose. Members participating in the System are not required to place a Keybox on a listed property but are encouraged to do so.

Section 6. Showing Authorization Required

- a. Keyholders shall follow the showing instructions published in the MLS, an electronic showing system, or as provided by the listing brokerage. Keyholders may not use their KEY to access a Keybox without first receiving confirmation from a showing scheduling system or the listing company unless instructed otherwise, in writing by the listing agent or brokerage. If the property is vacant and the listing brokerage has indicated in the MLS that the property is vacant and has pre-authorized access (e.g., "No Appointment Necessary" or "Show at Will") in the MLS, then the Keyholder may proceed to the property without an appointment and use the KEY to obtain entrance through the Keybox. A Keyholder may only access a Keybox to perform the duty allowed by the Keyholder's membership category as described in Section 2.
- b. Use of a KEY to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency, sub-agency, or other legally recognized brokerage relationship granted by the owner in the listing agreement or offer of cooperation by the Agent, or from an appraisal relationship with the owner or contract buyer, is specifically forbidden.
- c. Keyholders shall not remove contents of the Keybox for purposes other than showing the home and shall promptly return the contents to the Keybox upon exiting the property. The Keybox and/or contents shall not be removed from the property without prior written consent of the listing agent.
- d. Unauthorized access to a property or Keybox is strictly prohibited. In the event there is evidence that an unauthorized access violation has occurred, punitive action may be issued as outlined in Section 16 of these rules.
- e. Violations of this section will result in penalties as outlined in Section 16 of these rules.

Section 7. Sharing of Devices

Keyholders shall not allow their KEY to be loaned, given or used by other persons at any time except as otherwise allowed under this Section. Violations of this rule will result in significant penalties as outlined in Section 16 of these rules.

- a. The only exception to the prohibition on sharing of KEYS is the temporary loaning of a KEY to another authorized Keyholder as a result of the electronic failure (not including battery failure) of a Keyholder's KEY. In this instance, both KEY holders must be affiliated with the same brokerage or company. The Keyholder temporarily borrowing a KEY from another due to the failure of that Keyholder's KEY must notify the Association in writing within 48 hours outlining the circumstances surrounding the sharing of the Key including the electronic failure and that a KEY was borrowed from [name of Association member] who is affiliated with the same brokerage or company. If the electronic failure involved an XpressKEY or ActiveKEY the defective KEY must be returned to the Association for replacement within 48 hours. **UNDER NO CIRCUMSTANCES SHALL THIS EXCEPTION BE CONSTRUED TO ALLOW THE SHARING OF KEYS WITH A NON-KEYHOLDER.**
- b. A Designated REALTOR® principal or an office's broker of record may purchase or lease an additional KEY to be issued on a temporary basis to other Keyholders 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 the issuing Association. When a KEY is issued on a temporary basis, it shall be the responsibility of the REALTOR® or broker of record to advise the Association immediately in writing that the KEY has been issued, to whom, the date and time of issuance. It shall also be the responsibility of the REALTOR® principal or the broker of record to advise the Association in writing immediately after possession of the previously issued KEY has been reassumed.

Section 8. Safeguarding the Device, KEYS and Important Service Rules

- a. Keyholders acknowledge and agree to adhere to the following rules:
 1. Keyholders shall not allow the PIN for the KEY to be disclosed in any way to any third party, nor store the PIN number with their KEY, in or on the KEY pouch or cover/protective device, or where it would be accessible if the KEY were lost or stolen.
 2. Keyholders shall not share, loan, or give the KEY to any other person, nor permit any other person to use the KEY, regardless of whether the other person is a real estate broker or salesperson, except when done so in compliance with Section 7.
 3. Keyholders shall not use a KEY to access a property without first obtaining authority to enter the property from the property owner or listing agent or brokerage.
 4. Keyholders shall return the property key(s) to the Lockbox container and ensure that Lockbox is secure prior to leaving the property.
 5. Keyholders shall never give keys to the property obtained from the Service to anyone at any time, including another Keyholder.
 6. Keyholders shall notify the Association immediately in writing, and in any event, within 48 hours, of a loss or theft of the KEY, and all the circumstances

surrounding such loss or theft. Prior to issuance of a replacement KEY, Keyholder must complete and deliver to the Association, a stolen KEY affidavit.

7. ActiveKEY or XpressKEY Keyholders shall return their KEY to the Association within five (5) days of the decision to discontinue use of KEY or of termination of membership or Service. Fees for the Service shall continue until the Association is notified and any equipment is returned to the Association.

- b. Violation of any portion of this Section could result in a fine and/or suspension from use of the Service for a specified period of time as outlined in Section 16.

Section 9. Refusal and Suspension of System Privileges

- a. Associations, through the Oversight Board, may refuse to sell or lease lockbox keys, may terminate existing key lease agreements, 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:

1. The Oversight Board 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

2. The Oversight Board gives the individual an opportunity to provide an explanation and the association must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:

A. The individual's age at the time of the conviction(s)

B. Nature and seriousness of the crime

C. Extent and nature of past criminal activity

D. Time elapsed since criminal activity was engaged in

E. Rehabilitative efforts undertaken by the applicant since the conviction(s)

F. Facts and circumstances surrounding the conviction(s) and

G. Evidence of current fitness to practice real estate

- b. Any Association that refuses to sell or lease KEYS, terminates an existing KEY lease agreement and or refuses to activate or reactivate any KEY held by an individual convicted of a felony or misdemeanor shall notify all other Associations immediately.

- c. All Keyholders shall have an affirmative duty to self-report certain violations of law or allegations thereof (including arrests, convictions, or the filing of legal charges against Keyholder) to their local Association within one (1) week of such arrest, conviction, or legal charge(s) being filed. Failure to do so could result in penalties as outlined in Section 16 of these procedures and/or under applicable Missouri law. This requirement shall apply to all arrests, convictions, or legal charges related to those specifically enumerated in RSMo. §339.100 (2), (5) & RSMo. §339.110. Notice to the Association at a minimum must be in writing and set forth in detail the date of occurrence, the jurisdiction in which the arrest, conviction, or charge(s) occurred (including contact information for the appropriate court or police department), and must be signed and dated by the member. The Association has created a self-reporting form for this purpose. The member shall confirm receipt of Notice by the Association. Failure to do so could result in penalties as outlined in Section 16 of these procedures.”

Section 10. Removal of Keybox from Property

- a. The listing broker shall remove the Keybox from the property within 48 hours after the listing expires, results in a closed sale or property rental, or whenever directed to do so by the Association.
- b. Associations have the right to confiscate any electronic Keybox that they must arrange to be removed from a listing. Associations also have the right to charge time, penalty, and travel fees related to removal or exchange of Keyboxes from a property.

Section 11. Missing KEYS and Unsecured Property

If a Keyholder accesses a Keybox and finds the property KEY missing, or the property is unlocked or damaged, the Keyholder is required to notify the listing brokerage immediately.

Section 12. Complaints

Complaints about violations of the Service rules must be made in writing to the Keyholder’s Association within one hundred eighty (180) days after the facts constituting the matter complained of could have been known in the exercise of reasonable diligence or within one hundred eighty (180) days after the conclusion of the transaction or event, whichever is later.

Section 13. Compliance and Enforcement

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 the appropriate 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 Association’s Professional Standards Committee. 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 14. Fines and Penalties

- a. Sanctions will be imposed in accordance with Section 16, 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).
- b. 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 Service until fine is paid or a hearing requested.
- c. If a matter is referred to a hearing and the hearing panel concludes that an alleged violation did in fact occur, the corresponding fine associated with that violation must be paid within ten (10) days after receipt of the final action. Failure to pay any owed fines within the required time-frame will result in the suspension of that Keyholder's service until the fine has been paid to the Association.

Section 15. Payment of Damages

A Keyholder and/or responsible person/entity, shall be required to pay damages to offset all of the costs in re-establishing the security of the overall System if it is determined the security has been compromised through the negligence or fault of the Keyholder.

**Section 16 (Schedule of Sanctions)
Violation of Lockbox System Rules and Regulations**

Section 8: (a)1. 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	\$500 fine
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Section 8: (a)2 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, unless in compliance with Section 5.	1 st Offense	\$500 fine
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Section 8: (a)3 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	\$500 fine
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent deactivation of Lockbox Service
Section 8: (a)4 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
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Section 8: (a)5 Giving property keys to anyone at any time, including another agent.	1 st Offense	\$500 fine
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Section 8: (a)6 Failing to report the loss or theft of a KEY immediately in writing, but no later than 48 hours.	1 st Offense	\$500 fine
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of Lockbox Service
Section 9: (c) Failure to self-report, in writing, a criminal conviction to the Association.	1 st Offense	\$1,000 fine and possible suspension or termination of Lockbox Service.

Participating Association contact information:

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Southern Gateway Association of REALTORS®

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