

**“IMPORTANT: REALTOR® and Affiliate Members of Columbus REALTORS®, MLS ONLY subscribers, and other persons authorized to access listed properties are responsible to know and follow all lockbox, eKey, and electronic Key Box rules (below). Failure to abide by Columbus REALTORS® lockbox and eKey/Key Box requirements will result in Fines and may also violate MLS Rules, NAR Code of Ethics, and Ohio License Law.”**

Columbus REALTORS®

## **Lockbox, eKey, and Electronic Key Box Rules**

(Revised March, 2022)

The minimum responsibilities of REALTORS® and Affiliate members of Columbus REALTORS® are consumer safety and protection of property. We therefore view the following rules as essential to the business and practice of real estate.

### 1. Definitions:

- 1-1. “Lockboxes” shall refer to on-site non-electronic devices that allow access to the key to a property. Lockboxes are opened manually such as by means of a combination or key.
- 1-2. “eKey” and “Key Box” shall refer to the electronic entry system utilized by Columbus REALTORS® including electronic Key Boxes purchased from Columbus REALTORS® and accessed by means of an application on the Keyholder’s smart phone. The company currently utilized is Supra.
- 1-3. “Lockbox and Electronic Key Box Rules” shall be applicable to use of eKeys/Key Boxes and to broker/agent/Seller-provided non-electronic lockboxes, unless specifically stipulated in individual rules below.
- 1-4. “Keyholder” shall refer to the REALTOR® or associate member or authorized non-licensed assistant who has been granted written permission to enter the property using a lockbox or the eKey/electronic Key Box system, via Seller’s signature on the Listing Contract or Seller’s signature on another form.

### 2. Responsibilities of the Grievance Committee

- 2-1. In the interest of consumer safety, all allegations of violation of the Lockbox and Key Box Rules will be reviewed by the Grievance Committee.
- 2-2. Complaints will be filed in writing using the Lockbox/Key Box Complaint form, accompanied by copies of the activity printout from the Broker’s Showing Log and electronic Key Box Log (if applicable); lockbox complaints must be accompanied by clear, strong, and convincing evidence of a violation of the Lockbox and Key Box Rules.
- 2-3. The Grievance Committee will be responsible to levy fines against Keyholders for violations of the Lockbox and Key Box Rules, with fines to be paid within 10 days of notification of the Keyholder as indicated:
  - 1<sup>st</sup> Offense – Maximum fine of \$1,000, letter of warning to be placed in the file of the Keyholder for a period of one year, and requirement to take training by Columbus REALTORS® in use of the lockbox/electronic Key Box system.

- 2<sup>nd</sup> Offense - Maximum fine of \$2,500, letter of reprimand in the file for three years, requirement to take core law course, and training by Columbus REALTORS® in use of lockbox/electronic Key Box system.
- 3<sup>rd</sup> Offense- Maximum fine of \$15,000, file to be updated, and requirement of core law course and Columbus REALTORS® training in use of lockbox/electronic Key Box system.

Should violators fail to pay their fine and/or attend classes as indicated, member's services shall suspend until paid/attended.

- 2-4. Appeals of Lockbox/Key Box Fines must be filed within 10 days after Keyholder's notification of fine. Appeal must be filed in writing with evidentiary exhibits attached. Written appeals will be reviewed by the Grievance Committee at their next monthly meeting. Keyholder will be notified of Grievance Committee decision and any fine will be due and payable to Columbus REALTORS® within 10 days after this notification.
- 2-5. Should the Grievance Committee find that a lockbox/Key Box Violation may also violate the NAR Code of Ethics, the committee shall refer the matter for an ethics hearing by the Professional Standards Committee. The Grievance Committee may also refer matters to MLS for possible violation of MLS Policy.
- 2-6. If a Keyholder is found to have violated the Lockbox and Key Box Rules the Grievance Committee may assess the same fines to the Broker as are assessed to the agent.
- 2-7. The Grievance Committee shall update the Lockbox and Key Box Rules as necessary; revisions shall be subject to approval by the Board of Directors.

### 3. Duties of Listing Agent / Broker:

- 3-1. Seller Authority is required in writing before placement of lockbox/Key Box on property.
- 3-2. Lockbox/Key Box placement and use will be governed by Condominium/HOA rules, if applicable. For example, listing agent's card and the unit number may be required on the box, and the box placed in a particular location.
- 3-3. Permission to access a lockbox/Key Box must be granted in writing by Seller to buyers' agents and others through their REALTOR® or Affiliate membership in Columbus REALTORS® or the MLS, and granted to other licensed/unlicensed persons by the Seller/seller's broker.
- 3-4. Principal brokers/designated REALTORS® are responsible to actively supervise and educate their licensed agents and other users under their supervision regarding use of lockboxes/eKey/Key Boxes.
- 3-5. Employers of licensed/unlicensed employees are responsible to actively supervise and educate their licensed/unlicensed employees who have access to lockboxes/eKeys/Key Boxes.
- 3-6. Listing agents/brokers are responsible for confidential nature of their electronic Key Box Shackle Code. Code is not to be shared with anyone.

- 3-7. Listing agents/brokers are responsible for confidential nature of the combination for combination lockboxes. Combinations are to be shared only with authorized persons per written agreement with Sellers.
- 3-8. Lockboxes and Key Boxes are to be removed from the property within 96 hours after closing, possession, termination, or expiration of listing, whichever is later, or as agreed in writing.
  - 3-9.1 Owner of the lockbox or Key Box may be charged a fine or removal fee at the discretion of the Grievance Committee.

4. Mandatory Showing Responsibilities:

Extreme care is to be taken to guard the safety of the Seller and their family, and Seller's property and privacy.

- 4-1. Keyholder shall access the lockbox/Key Box only with authorization and only for the purpose of sale or lease of the property at which a lockbox/Key Box has been placed; Keyholder may grant access to home inspector, appraiser, or contractor, etc. as authorized by the Seller.
- 4-2. Keyholders wishing to show a listed property MUST contact the listing agent/broker/designated showing service to schedule an appointment, whether the property is vacant or occupied. Appointments must also be made to show land/lot properties. This is for the protection of the Keyholder and customers as well as for the privacy and protection of the Seller and their property.
- 4-3. Showings are approved for a specific showing agent at a specific time. It is a violation for another agent to show the property without approval of the listing agent/broker/showing service.
  - 4-3.1 In the event that a showing agent is unable to attend a showing the original showing agent must notify the listing agent/broker/showing service and receive permission to substitute a named agent. This rule applies to vacant as well as occupied properties.
  - 4-3.2 In the event that a showing agent is running behind and is unable to keep their appointment to show a property, they may not simply show the property at a later time of their choosing. Showing agent must notify the listing agent/broker/showing service and arrange a new appointment. This rule applies to vacant as well as occupied properties.
- 4-4. Any Keyholder who makes, or instructs their representative to make, an appointment to enter a listed property shall be responsible to open the property upon arrival and to secure the property when leaving.
- 4-5. Keyholder shall remain with those persons for whom they have gained access throughout the duration of those persons' time in the property.
- 4-6. Keyholder is responsible to secure the property and replace the key in the lockbox/Key Box upon completion of their showing.
- 4-7. Keyholder will not allow a second Keyholder or buyers' agent to access the property without the second Keyholder/agent using their own code to access the key. This is for the security of the Seller and to guard the liability of each Keyholder.

- 4-8. Keyholder (combination lockbox only) shall not divulge the combination of the lockbox to a customer or any other person without explicit written approval of the listing agent/broker/Seller.
- 4-9. Keyholder will admit only their customers to the property during the appointed showing time reserved, unless overlapping showings have been approved by the Seller. Keyholder is to allow no walk-ups, neighbors, passers-by, delivery persons, or other individuals to access to the property during a private showing without prior written consent of the Sellers.
- 4-10. Keyholder is to follow, and ensure their customers follow, any Showing Instructions of listing agent/broker, located in the MLS Showing Instructions, A2A Remarks, showing service instructions, or otherwise relayed by the listing agent/broker. Examples of common instructions: booties to be worn; masks to be worn; no children permitted; only decision makers permitted; do not let cat out; turn off lights at end of showing; leave business card on table; no overlapping showings; "Coming Soon"/no-show period in effect dates.
- 4-11. Extreme care shall be taken by Keyholder to ensure that all doors and windows to the listed property and the lockbox/Key Box are securely locked upon their exit.
- 4-12. Under no circumstances may Keyholder depart a property leaving non-licensed customers in the property for any amount of time.

I hereby acknowledge that I have read and fully understand my responsibilities under the Columbus REALTORS® Lockbox and Key Box Rules.

\_\_\_\_\_ Key Holder Signature \_\_\_\_\_ Date  
\_\_\_\_\_ Key Holder Printed Name