

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

(Effective September 1, 2020, revised March 22, 2023)

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®, Mineral Area Board of REALTORS®, and South Central Board 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:** 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®, Mineral Area Board of REALTORS®, and South Central Board of REALTORS®.
- b. **Keyholder:** Those individuals specified in Section 2 who have executed a lease agreement. Keyholders have access to a web-based portal known as SupraWeb, where they can update their information, pay invoices, access showing reports, and other functions as provided by SUPRA.
- c. **Key:** The eKEY is an electronic Key access software leased by Supra to authorized Keyholders and is used to open Keyboxes. The eKey software is installed on the Keyholder's smartphone or mobile device and automatically sends and receives updates to and from the Service. When used to open the key container of a Keybox, the Key records and transmits information to the Service. Keys may not be sold or transferred.
- d. **Keybox:** A container that may be affixed to a property to allow authorized users access to listed property. Keys communicate through Bluetooth technology to release the key container, thus allowing access to the keys to the property. At the same time, a record of the Keyholder who accessed the Keybox and the date/time access occurred is transmitted to the Supra system. A Keybox 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 the current Association Executive (AE) of each Participating Association unless otherwise appointed by a 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 cases, as outlined in Section 9,

involving background checks of Keyholders, claims or allegations of illegal activity by Keyholders, and the self-reporting of the illicit activity by Keyholders, and shall be responsible for making 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 to prevent the use of the Key device by unauthorized persons.
- h. **Service:** A Keybox service offered by 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 Keybox System. This System is offered as a service to Association members as well as non-member REALTORS®. The Association has an exclusive contract with SUPRA, a Keybox vendor, which meets the minimum Keybox system security requirements specified by the National Association of REALTORS® (NAR).
- j. **System Administrator:** St. Louis REALTORS® shall serve as System Administrator whose duties shall entail drafting and updating of system rules, identification of suitable peripheral vendors as needed (e.g., firm for background checks), coordination of regional meetings, serving as a central point of contact with Supra, contract negotiations, and legal counsel).

Section 2. Keyholders

- a. Any REALTOR® or REALTOR-Associate® member shall be eligible to hold a Key subject to the approval of their application and 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 Participating Association. Such an individual is eligible to hold a Key subject to payment of fees and execution of a lease agreement with their Participating Association without becoming a REALTOR® or REALTOR-Associate® member of that Participating Association.
- c. No member of an Association is required to participate in the Service. Licensed real estate agents whose licenses are affiliated with referral companies or are not affiliated with a REALTOR® firm 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 the listed property in accordance with Section 3, may lease a Key, subject to the approval of their application and 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 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 the satisfactory completion of a state and 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 as approved by the Participating Association. Associations may refuse to sell or lease Keys, terminate existing Key lease agreements, and refuse to activate or reactivate any Key held by an individual convicted of a crime within the past seven (7) years under Section 98. A Participating Association may issue a Key based on a criminal background check resulting in a "PASS". However, a Key may NOT be issued to an Affiliate with a criminal background check resulting in a "FAIL" or "PERMANENT HOLD" unless, after thorough vetting, a majority of the Oversight Board members give their consent. In arriving at a decision, the Oversight Board shall consider factors outlined in Section 9(a)(2) below. Additionally, any Participating Association receiving notice under Section 8(c) below shall call the matter to the attention of the Oversight Board which shall immediately consider the matter and make a determination as to the continued use of the System by the Keyholder in question.
 1. A qualified Affiliate who allows their key service to lapse and petitions to reinstate their key service shall not be required to undergo the criminal background check as long as their service has lapsed for no more than 30 days. Any qualified Affiliate whose key service has lapsed for more than 30 days shall be required to undergo the criminal background check.
 2. The Association may, at its discretion, conduct a state and federal criminal background check at any time while such qualified Affiliate is a Keyholder to determine continued eligibility.
- b. For 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 qualified Affiliates shall include, but not be limited to:
 1. Unlicensed personal assistants and administrative/clerical staff under the direct supervision of a REALTOR® member of a Participating Association.
 2. Radon Inspectors
 3. Home Inspectors
 4. Photographers
 5. Home Stagers
 6. 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 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 entry 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 17.
- e. All Affiliate Keyholders must hold a valid license if their industry requires licensure in the state where they work. Licensed Affiliate Keyholders may be required to provide proof of licensure and 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, is under an immediate obligation to notify their Participating Association of this fact and 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 before 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, in that case, 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 expressly 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 contents shall not be removed from the property without the prior written consent of the listing agent.
- d. Unauthorized access to a property or Keybox is strictly prohibited. If there is evidence that an unauthorized access violation has occurred, punitive action may be issued as outlined in Section 17 of these rules.
- e. Violations of this section will result in penalties as outlined in Section 17 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 17 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 failure of a Keyholder's Key. In this instance, both Keyholders 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 failure and that a Key was borrowed from [name of Association member] who is affiliated with the same brokerage or company. **UNDER NO CIRCUMSTANCES SHALL THIS EXCEPTION BE CONSTRUED TO ALLOW THE SHARING OF KEYS WITH ANYONE OTHER THAN AN AUTHORIZED KEYHOLDER.**

Section 8. Safeguarding the Listed Property and Keybox System

- 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.
 - 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 Keybox container and ensure that Keybox and property 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. If a Key is lost or stolen and there is reason to suspect the PIN has also been compromised and the keyholder is unable to deactivate the device remotely, the keyholder shall notify the Association in writing as soon as normal business hours allow. Prior to issuance of a replacement Key, Keyholder must complete and deliver to the Association, a stolen Key affidavit.
- 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 17.

Section 9. Refusal and Suspension of System Privileges

- a. Associations, through the Oversight Board, may refuse to sell or lease 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. The nature and seriousness of the crime
 - C. The extent and nature of the past criminal activity
 - D. The time elapsed since the criminal activity was engaged in
 - E. The rehabilitative efforts were undertaken by the applicant since the conviction(s)
 - F. The facts and circumstances surrounding the conviction(s) and
 - G. The evidence of current fitness to practice real estate
- b. Any Association that refuses to lease Keys, terminates an existing Key lease agreement and 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 17 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 17 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 the 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 unsecured or damaged, the Keyholder is required to notify the listing brokerage immediately.

Section 12. Complaints

Complaints alleging 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 imposition of fines under these provisions. Upon receiving notification of allegations of misuse, the Association shall give notice of the alleged abuse, citing the appropriate fines and/or sanctions as outlined herein. The Keyholder must, within ten (10) days, either comply with the sanction as directed or file a written request for a hearing. Without notice to the contrary, it shall be assumed that any such hearing will

follow the procedures outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual, including the right to appeal the panel's decision.

Upon request for a hearing as outlined above, an Association may elect to have another Participating Association, or the Missouri REALTORS®, adjudicate the matter. In such instance, the referring Association shall agree to be bound by the adjudicating body's decision and enforce any discipline imposed against its Keyholder. Any discipline resulting in a loss of system privileges shall be communicated to all other Participating Associations immediately.

Complaints citing alleged Code of Ethics violations shall be filed with the applicable Association through that process reserved for reporting violations of the Code of Ethics.

Section 14. Fines and Penalties

- a. Sanctions will be imposed by Section 17, 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 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 the transmittal of notification of the alleged violation to either pay the fine(s) or deliver a written request for a hearing before a hearing panel of their peers. Failure to pay the fine or request a hearing within that time shall result in the deactivation of the Service until the fine is paid or a hearing is requested.
- c. If a matter is referred to a hearing and the hearing panel concludes that an alleged violation did 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 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. Amendments to these Rules

Amendments to these rules shall be made upon approval by a majority of Participating Associations.

**Section 17 (Schedule of Sanctions)
Violation of Keybox 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 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 7.	1 st Offense	\$500 fine
	2 nd Offense	\$1,000 fine and 30-day deactivation of Service
	3 rd Offense	Permanent termination of 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 Service
Section 8: (a)4 Failing to return the property key(s) to the Keybox container and failing to ensure the Keybox 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 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 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 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 Service.

Participating Association contact information:

St. Louis REALTORS®

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