

## LOCKBOX LEASE AGREEMENT

This Lockbox Lease Agreement (the "Lease") is made and effective as of the day payment is submitted (the "Effective Date") by and between the real estate agent (the "Agent") who owns the MLS linked lockbox (the "Lockbox"), and the Property owner or their agent who wishes to rent the Lockbox (the "Home Owner"). The Agent and the Home Owner may be referred to individually as a "Party" or collectively as the "Parties.". Any references to "Property" refer to the location of the property where the Lockbox is to be installed.

### RECITALS

**WHEREAS**, the Agent is the owner of that certain fully-functioning MLS Linked Lockbox; and

**WHEREAS**, the Home Owner wishes to lease the Lockbox from the Agent in accordance with the terms and conditions of the Lease; and

**WHEREAS**, the Agent wants to lease the Lockbox to the Home Owner in accordance with the terms and conditions of the Lease; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Lease; and

**WHEREAS**, the Home Owner has or will have an MLS Listing for Property where Lockbox is to be located;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

#### 1. LEASE OF LOCKBOX.

Effective as of the Effective Date, Agent agrees to lease Lockbox to Home Owner, and Home Owner agrees to lease Lockbox from the Agent.

#### 2. TERM.

The rental term (the "Term") shall be from the Effective Date until the earlier time at which either of the following occur:

- (a) a period of 12 months has passed, or
- (b) the termination of the associated MLS Listing for Property.

### **3. PAYMENT.**

As consideration for the Lease, the Home Owner agrees to make a onetime payment in advance to the Agent on the Effective Date in the amount noted on the credit card authorization form, which is hereby incorporated by reference and a part of this agreement. Payment of the Rent does not give the Home Owner any equity interest in the Lockbox.

### **4. DEPOSIT.**

The upfront deposit paid for the Lockbox, the amount of which is noted on the credit card authorization form, shall be the maximum dollar amount the Home Owner shall be liable for should the Lockbox be damaged or failed to be returned. Upon Home Owner's return of the Lockbox in similar condition as received, minus any expected wear, Agent shall refund the full deposit amount paid by Home Owner within three (3) business days. Any disputes regarding the deduction of any amount from the deposit by Agent shall be decided solely by [homecoin.com](http://homecoin.com).

### **5. OWNERSHP.**

Except for Home Owner's rights of use under this Lease, the Lockbox is and shall at all times be and remain the exclusive personal property of the Agent, even if installed in or attached to real property owned by the Home Owner, The Home Owner shall have no right, title, or interest in or to the Lockbox except as expressly set forth in this Lease.

### **6. CARE, USE, AND MAINTENANCE OF LOCKBOX.**

- (a) The Home Owner shall keep the Lockbox in good condition and make all necessary repairs and replacements at its own cost and expense.
- (b) The Home Owner agrees that the Lockbox will be used solely for the purpose of selling or renting their Property.
- (c) The Home Owner and its employees shall use reasonable care in maintaining the Lockbox, and in compliance with all federal, state, and local laws.
- (d) Home Owner agrees to keep and use the Lockbox only at Property. The Home Owner agrees not to remove the Lockbox from this location without the Agent's prior written consent.
- (e) Home Owner shall not make any alterations or additions to the Lockbox without the Agent's prior written consent.

- (f) The Home Owner shall notify the Agent promptly of any loss, theft, or destruction of all or any part of the Lockbox, or of any damage beyond repair to the Lockbox, and shall make the Lockbox or any wreckage available to the Agent for disposal.
- (g) The Home Owner shall not assign, sublease, or transfer the Lockbox without the Agent's prior written consent.
- (h) The Home Owner is responsible for taking all reasonable precautions once the Lockbox is installed so as to avoid damage to the Lockbox.

## **7. REQUEST FOR SERVICE:**

To request assistance with the Lockbox at any time, the Home Owner should contact the agent at the email address or phone number noted for the Agent in the applicable section of [homecoin.com](http://homecoin.com) where the Lockbox was initially rented.

## **8. AGENT'S REPRESENTATIONS AND WARRANTIES.**

The Agent hereby represents and warrants to the Home Owner as follows:

- (a) THE AGENT HAS THE RIGHT TO LEASE THE LOCKBOX, AS PROVIDED IN THIS LEASE, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.
- (b) During the Term and subject to the terms and provisions hereof, the Agent shall not interrupt the Home Owner's possession and use of the Lockbox if the Home Owner performs and observes all the conditions set forth herein.

## **9. HOME OWNER'S REPRESENTATIONS AND WARRANTIES.**

The Home Owner hereby represents and warrants to the Agent as follows:

- (a) If, after the Effective Date, the Lockbox does not operate properly, or is unsatisfactory for any reason, the Home Owner shall immediately contact the Agent.
- (b) The execution, delivery, and performance of this Lease do not violate any law or governmental rule, regulation, or order applicable to the Home Owner.
- (c) The Home Owner has received appropriate permission from all property occupants and owners to place Lockbox on Property.

## **10. LIABILITY FOR LOSS AND DAMAGE.**

If the Lockbox is damaged or lost while in the Home Owner's possession (regardless if it is due to a third-party, act of God (including bad weather, war, terrorism, or other event outside of Home Owner's control)), or the Home Owner themselves, the Home Owner shall be responsible for such damage or loss and shall pay to the Agent the value of the lost or damaged Lockbox, up to a maximum of the deposit amount paid by the Home Owner. Time limits are suspended in the event of a force majeure event, with the only requirement being that the party which is obligated to take action notify the Agent/Home Owner of such a force majeure event. Once the force majeure event has passed the time limits will resume as normal.

## **11. DEFAULT.**

The occurrence of any of the following events (each an "Event of Default") shall constitute a default of this Lease:

- (a) The breach or violation by the Home Owner of any term, covenant, promise, agreement, representation, or warranty of this Lease;
- (b) Subjection of any of the Home Owner's property to any seizure, assignment, or sale for or by any creditor or government agency.

## **12. RIGHTS OF AGENT ON DEFAULT.**

On the occurrence of any Event of Default, the Agent shall have the right, without notice or demand, to terminate this Lease and take possession of the Lockbox, in addition to any other rights afforded to the Agent by law. The Home Owner shall not be released from paying damages sustained by the Agent on such termination. If on any termination of this Lease the Home Owner fails or refuses to deliver the Lockbox to the Agent within the allotted timeframe, the Agent shall have the right to retake possession of the Lockbox without legal process. The Home Owner releases any claim or right of action for trespass or damages caused by the Agent's repossession. The Home Owner expressly waives all further rights to possession of the Lockbox and all claims for injury suffered through or loss caused by the repossession. The Home Owner shall pay all expenses, including attorneys' fees, the Agent incurs to enforce this Lease. All of the Agent's remedies are cumulative and may be exercised concurrently or separately.

## **13. INDEMNITY.**

The Home Owner shall indemnify the Agent against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by the Agent in any way connected to the Home Owner's use or possession of



the Lockbox during the Term. Home Owner has been advised that making a key available via Lockbox could expose people and property to grave danger due to misuse or theft.

#### **14. DELIVERY AND INSTALLATION OF LOCKBOX**

Lockbox shall be delivered by Agent to Home Owner via parcel service (e.g. UPS, USPS, FedEx, etc), or other acceptable means to both Parties, at the expense of Agent. Lockbox shall be in delivered in the following condition:

- (a) Fully-functional, with at least 40% battery life remaining;
- (b) With the Lockbox shackle released so the Agent may securely attach the Lockbox to a fixed location, such as a door handle;
- (c) With the Lockbox key compartment opened so the Home Owner may insert a key and securely close the key compartment;
- (d) Linked correctly to the local MLS so the Home Owner may request from the Agent a copy of all agent entries and exits.

**IMPORTANT NOTE TO HOME OWNER: Lockbox MUST ONLY BE ATTACHED TO A FIXED LOCATION WHERE IT CAN BE REMOVED BY YOU WITHOUT REQUIRING THE AGENT TO BE PRESENT.** The ideal location to attach to is a door knob that can be taken off upon sale so the Lockbox removed without damage. **DO NOT attach the Lockbox to pipes or similar objects that will require destruction of Lockbox in order to remove.**

It is the responsibility of the Home Owner to insert key into key compartment and securely close the key compartment. **ONCE A KEY COMPARTMENT IS CLOSED, HOME OWNER WILL NO LONGER BE ABLE TO ACCESS THE CONTENTS WITHOUT RETURNING THE LOCKBOX TO AGENT OR OTHERWISE HAVING ANOTHER AGENT OPEN THE KEY COMPARTMENT.** Should the Lockbox need to be returned to Agent to reopen key compartment due to error on behalf of the Home Owner, Home Owner agrees to pay all shipping costs.

Note that certain Homeowner Association's (HOAs) and other bodies governing the complex/area where Home Owner's Property is located may have restrictions on the placement of Lockboxes. Home Owner has been advised to check with all local authorities prior to entering into this Lease.

#### **15. AGENT ENTRY REPORTS**

During the Term, Home Owner shall be entitled to request from Agent up to three (3) free agent entry reports, which detail all recorded real estate agent entries into Property.



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Home Owner shall request such entry reports in the “Manage” step of the “Lockbox Rental” section on [homecoin.com](http://homecoin.com). Agent shall provide any report within 24 hours of Home Owner submitting the request. Home Owner is advised that real estate agent entry data is often delayed by days due to technological limitations of the Lockbox. Once all free agent entry reports have been used, additional reports may be purchased for five dollars (\$5) each.

#### **16. RETURN OF LOCKBOX.**

At the end of the Term, unless the Home Owner opts to renew the Lease prior to the lease expiration, the Home Owner shall be obligated to return the original Lockbox to the Agent. Home Owner agrees to ship the Lockbox to the Agent within three (3) business days following the end of the Term. The Home Owner agrees to forfeit the deposit amount paid for failing to return the original Lockbox within the allotted timeframe.

**THE MLS MAY FINE AGENT IF LOCKBOX REMAINS ON PROPERTY AFTER THE LISTING HAS BEEN CANCELLED, EXPIRED, OR ESCROW HAS BEEN CLOSED. IN THE EVENT A FINE IS INCURRED BY AGENT AS A RESULT OF HOME OWNER'S FAILURE TO REMOVE THE LOCKBOX, HOME OWNER AGREES TO REIMBURSE AGENT IN THE AMOUNT OF THE FINE. TYPICAL MLS RULES REQUIRE REMOVAL OF LOCKBOX WITHIN 1-3 DAYS (DEPENDING ON MLS). MLS FINES CAN RANGE FROM \$100-\$1000.**

Lockbox shall be returned via parcel service (e.g. UPS, USPS, FedEx, etc.) or other acceptable means to both Parties, at the expense of Home Owner. Upon receipt of Lockbox by Agent, any key(s) found inside the Lockbox shall be disposed of **UNLESS** Home Owner also provides with the Lockbox a self-addressed, stamped envelope with appropriate postage for the return of said key(s).

#### **17. AGENT'S RIGHT OF INSPECTION.**

The Agent shall have the right, on prior written notice to the Home Owner, to inspect the Lockbox during the Home Owner's normal business hours.

#### **18. SUCCESSORS AND ASSIGNS.**

All references in this Lease to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

#### **19. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Lease, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Lease shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **20. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing to the respective Party as follows:

To the Agent or Home Owner: Via email

#### **21. GOVERNING LAW.**

This Lease shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Lease or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. Any dispute arising under or in connection with these terms and conditions or related to any matter which is the subject of this lease shall be subject to the exclusive jurisdiction of the state and/or federal courts located in San Diego, California.

#### **22. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Lease is deemed accepted by all parties upon rental payment being accepted by the Agent.

#### **23. SEVERABILITY.**

Whenever possible, each provision of this Lease, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Lease will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.



**24. ENTIRE LEASE.**

This Lease, together with any and all other subsequently added schedules and exhibits, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties.

**25. HEADINGS.**

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.