



**2010 Membership Dues**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

**Association Dues are pro-rated for time of membership:**

|                              | January   | February  | March     | April     | May       | June      | July      | August    | September | October  | November  | December  |
|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|
| <b>Local Dues</b>            | \$ 250.00 | \$ 229.17 | \$ 208.84 | \$ 187.50 | \$ 166.68 | \$ 145.85 | \$125.02  | \$ 104.19 | \$ 83.36  | \$ 62.53 | \$ 41.70  | \$ 20.87  |
| <b>C.A.R. C.A.R. Process</b> | \$ 135.00 | \$ 123.75 | \$ 112.50 | \$ 101.25 | \$ 90.00  | \$ 78.75  | \$ 67.50  | \$ 56.25  | \$ 45.00  | \$ 33.75 | \$ 22.50  | \$ 11.25  |
| <b>N.A.R.</b>                | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00  | \$ 30.00 | \$ 30.00  | \$ 30.00  |
| <b>N.A.R.</b>                | \$ 115.00 | \$ 108.00 | \$ 101.67 | \$ 95.00  | \$ 88.33  | \$ 81.67  | \$ 75.00  | \$ 68.33  | \$ 61.67  | \$ 55.00 | \$ 48.33  | \$ 41.57  |
| <b>Subtotal</b>              | \$ 530    | \$ 490.92 | \$ 453.01 | \$ 413.75 | \$ 375.01 | \$336.27  | \$ 297.52 | \$ 258.77 | \$ 220.03 | \$181.28 | \$ 142.53 | \$ 103.69 |
| <b>Optional</b>              |           |           |           |           |           |           |           |           |           |          |           |           |
| <b>R.A.F.</b>                | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00  | \$ 49.00 | \$ 49.00  | 49.00     |
| <b>H.A.F.</b>                | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00  | \$ 10.00 | \$ 10.00  | \$ 10.00  |
| <b>Total</b>                 | \$ 589.00 | \$ 549.92 | \$ 512.01 | \$ 472.75 | \$ 434.01 | \$395.27  | \$ 356.52 | \$317.77  | \$ 279.03 | \$240.28 | \$201.53  | \$162.69  |

**Multiple Listing Service Dues are pro-rated for time of membership:**

(Optional)

|                   | January   | February  | March     | April     | May       | June      | July     | August    | September | October  | November | December |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|----------|----------|----------|
| <b>Local Dues</b> | \$ 250.00 | \$ 229.17 | \$ 208.84 | \$ 187.50 | \$ 166.68 | \$ 145.85 | \$125.02 | \$ 104.19 | \$ 83.36  | \$ 62.53 | \$ 41.70 | \$ 20.87 |

Local Dues \$ \_\_\_\_\_

**New Office Processing Fee** (includes Broker) One time fee \$ 300.00 \$ \_\_\_\_\_

**New Agent Processing Fee** (Member/MLS: Associate other than Broker) One time fee \$ 100.00 \$ \_\_\_\_\_

**Broker and/or Salesperson Fee** (MLS system access) \$42.00 per month X \_\_\_\_\_ months = \$ \_\_\_\_\_

**ActiveKEY processing** One time Fee \$ 25.00 \$ \_\_\_\_\_

**ActiveKEY** One Time fee \$ 85.00 \$ \_\_\_\_\_

**ActiveKEY Access Fee** \$13.00 per month X \_\_\_\_\_ months = \$ \_\_\_\_\_

**MLS Subtotal** \$ \_\_\_\_\_

**Refundable ActiveKey Deposit** (Pay with Separate Check) \$100.00 One time refundable fee \$ \_\_\_\_\_

TOTAL DUES and DEPOSITS Due at time of Membership

MEMBER DUES: \$ \_\_\_\_\_

PAYMENT METHOD - CHECK# \_\_\_\_\_

SETUP & MLS DUES: \$ \_\_\_\_\_

VISA/MASTERCARD \_\_\_\_\_ Date \_\_\_\_\_

SUBTOTAL \$ \_\_\_\_\_

**Refundable ActiveKEY deposit separate check #** \_\_\_\_\_

**Refundable Deposit** \$ \_\_\_\_\_

**TOTAL FEES:** \$ \_\_\_\_\_

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office

\_\_\_\_\_  
Contact Number



## Profile Sheet—Information input into the MLS System

User Name (9 characters or less): \_\_\_\_\_  
*(Please do not use Social Security Number as your username or password)*

Password (8 characters or less): \_\_\_\_\_  
*(Use something familiar, this will be your login information into the MLS system and SentiLock System.)*

Office Broker Name: \_\_\_\_\_

Office Name: \_\_\_\_\_

Office Mailing Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Agent Type: *Circle One*

REALTOR; Designated REALTOR; Secretary; Affiliate; MLS Only; Appraisers-Affiliates; Web Development.

Name: \_\_\_\_\_  
First Last Middle Initial

E-mail Address: \_\_\_\_\_

Web Page: \_\_\_\_\_

Home Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone-Main: \_\_\_\_\_ Fax: \_\_\_\_\_ Home: \_\_\_\_\_  
*(Printed in MLS system & public roster)*

DRE License ID: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

Spouse's First Name: \_\_\_\_\_ *(For Board Info Only)*

Preferred Mailing Address: *Circle One*      Office      Home      No Mail

Birth Date: \_\_\_\_\_ SS# \_\_\_\_\_



**CALIFORNIA ASSOCIATION OF REALTORS  
APPLICATION FOR REALTOR® AND/OR MLS MEMBERSHIP  
Yosemite Gateway Association of REALTORS®**

**TYPE OF APPLICATION**

1. I apply for the following categories of membership (check all applicable boxes):

- |  |   |   |                          |
|--|---|---|--------------------------|
| <input type="checkbox"/> Principal REALTOR®_ | <input type="checkbox"/> MLS Broker Participant | <input type="checkbox"/> Non-principal REALTOR® | <input type="checkbox"/> |
| MLS Appraiser Participant                    | <input type="checkbox"/> REALTOR-ASSOCIATE®     | <input type="checkbox"/> MLS Subscriber         | <input type="checkbox"/> |
| Designated REALTOR®_                         | <input type="checkbox"/> Affiliate Member       | <input type="checkbox"/> Other: _____           |                          |

**GENERAL INFORMATION**

2. Name (as it appears on your license): \_\_\_\_\_
3. Nickname: \_\_\_\_\_
4. Firm Name: \_\_\_\_\_
5. Firm Address: \_\_\_\_\_  
(street) (city) (state) (zip code)
6. Firm Telephone Number: \_\_\_\_\_ Firm Fax Number: \_\_\_\_\_
7. List all others dba's: \_\_\_\_\_
8. Home Address: \_\_\_\_\_  
(street) (city) (state) (zip code)
9. Home Telephone Number: \_\_\_\_\_ Home Fax Number: \_\_\_\_\_
10. Which do you want as the primary mailing address?  Firm  Home
11. E-Mail Address: \_\_\_\_\_ Birth Date (M/D/Y): \_\_\_\_/\_\_\_\_/\_\_\_\_
12. Social Security # : \_\_\_\_\_ Drivers License # : \_\_\_\_\_
13. DRE License # : \_\_\_\_\_ OREA Appraisers License # : \_\_\_\_\_  
Type:  Broker Type:  Certified General  Salesperson  Certified Residential  Corporate  Licensed  
Expiration Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
14. Professional Designations:  GRI  CRS Other(s) (please specify) : \_\_\_\_\_
15. Primary Specialty:  Residential Brokerage  Property management  
 Commercial/Industrial Brokerage  Appraising  Farm and Land Brokerage  Mortgage Financing  
 Building and Development  Other(s) (please specify): \_\_\_\_\_
16. List all Boards/Associations of REALTORS® and MLS to which you CURRENTLY BELONG:
- Participant or Subscriber: \_\_\_\_\_
- \_\_\_\_\_
- List all Boards/Associations of REALTORS® and MLS to which you PREVIOUSLY BELONGED:
- Participant or Subscriber: \_\_\_\_\_

17. Persons other than principals, partners, corporate officers or branch office managers of real estate or appraisal firms must remain employed by or affiliated with a Designated REALTOR® to be eligible for REALTOR® or REALTOR®-ASSOCIATE\_ membership. Persons others than principals, partners, corporate officers or branch office managers of real estate or appraisal firms who hold a valid California real estate license must remain employed by or affiliated with a MLS Broker Participant or MLS Appraiser Participant of the MLS in order to join as a MLS Subscriber. If applicable, please complete below:

Name of Designated REALTOR®: \_\_\_\_\_

Designated REALTOR® DRE License #: \_\_\_\_\_

Name of MLS Broker or Appraiser Participant: \_\_\_\_\_

MLS Broker or Appraiser Participant DRE or OREA License #: \_\_\_\_\_

18. **DESIGNATED REALTOR®/MLS BROKER AND APPRAISER PARTICIPANT APPLICANTS ONLY.** Designated REALTOR® and MLS Broker and Appraiser Participant applicants must provide the Board/Association a list of licensees employed by or affiliated with them and must also regularly update the Board/Association on any changes, additions, or deletions from the list. On a separate sheet or form, please list all licensees under your license, including their name, the type of license, and their DRE or OREA License number..

19. I am a (check the applicable boxes):  sole proprietor  general partner  corporate officer  branch office manager .

20. If you checked any box in question 18, you must answer the following:

a. Are you or your firm subject to any pending bankruptcy proceedings?  Yes  No

b. Have you or your firm been adjudged bankrupt within the last three (3) years?  Yes  No

If you answered yes to (a) or (b), you may be required to make cash payments for membership dues and MLS fees.

c. I certify that I have no record of official sanctions rendered by the courts or other lawful authorities within the past three (3) years for violations of:

(i) civil rights laws  Yes, I certify.  No, I cannot certify.

(ii) real estate licensing laws  Yes, I certify.  No, I cannot certify.

(iii) other laws prohibiting unprofessional conduct  Yes, I certify.  No, I cannot certify. If you could not certify any of the above, please attach additional sheets with all relevant details about the violation(s), including the date(s), type of violation(s), and a copy of the discipline, if any.

21. Have you ever been disciplined by any of the above Boards/Associations or MLS listed in question

Yes. If yes, attach copies of the discipline.  No.

22. Have you ever been disciplined by the DRE?  Yes. If yes, provide all relevant details and dates (or attach copies of discipline).  No.

### **GENERAL TERMS AND CONDITIONS OF MEMBERSHIP**

1. **Bylaws, policies and rules.** I agree to abide by the bylaws, policies and rules of the Board/Association, the bylaws, policies and rules of the California Association of Realtors®, and the constitution, bylaws, policies and rules of the National Association of REALTORS®, all as may from time to time be amended.
2. **Use of the term REALTOR® OR REALTOR-ASSOCIATE®.** I understand that the professional designations REALTOR® and REALTOR-ASSOCIATE® are federally registered trademarks of the National Association of REALTORS® (“N.A.R.”) and use of these designations are subject to N.A.R. rules and regulation. I agree that I cannot use these professional designations until this application is approved, all my membership requirements are completed, and I am notified of membership approval in one of these designations. I further agree that should I cease to be a REALTOR® or REALTOR-ASSOCIATE® in all certificates, signs, seals or any other medium.
3. **Orientation.** I understand that if the Board/Association or the MLS requires orientation, I must attend such orientation

- prior to becoming a member of the Board/Association or MLS.
4. **No refund.** I understand that my Board/Association membership dues and MLS fees are nonrefundable. In the event I fail to maintain eligibility for membership or for MLS Services for any reason, I understand I will not be entitled to a refund of my dues or fees.
  5. **Authorization to release and use information; waiver.** I authorize the Board/Association or its representatives to verify any information provided by me in this application by any method including contacting the California Department of Real Estate, my current or past responsible broker or designated REALTOR®, or any Board/Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Board/Association or MLS where I held, continue to hold, any type of membership to release all my membership or disciplinary records to this Board/Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) years; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending; (iv) pending arbitration requests (or hearings); and (v) unpaid arbitration awards or unpaid financial obligations. I understand that any information gathered under this authorization may be used in evaluating my application for membership and future disciplinary sanctions. I waive any legal claim or cause of action against the Board/Association, its agents, employees or members including, but not limited to, slander, libel or defamation of character, that may arise from any action taken to verify, evaluate or process this application or other use of the information authorized and released hereunder.
  6. **Additional terms and conditions for MLS applicants only.** I understand and agree that by becoming and remaining a broker participant or subscriber to the MLS, I agree to abide by the MLS rules, as from time to time amended, including but not limited to the following:
    - A. I agree not to use the MLS data for any purpose other than to market property or support market valuations or appraisals as specifically set forth in the rules.
    - B. I agree not to reproduce any portion of the active listings except as provided in the MLS rules.
    - C. I agree not to download MLS data except as provided in the MLS rules.
    - D. I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS rules to access any computer receiving MLS information. I agree not to transmit the information to any participants, subscribers and clerical users not authorized to access the system by the rules. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS rules.
    - E. I agree I will not give or sell my password to any person or make it available to any person. I further understand that the California Penal Code and the United States Code prohibits unauthorized access to computer data bases. I agree not to allow such unauthorized access by use of either any of my equipment or pass codes.
    - F. I understand that clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical users classification. I further understand that any violation by a clerical user employed by me, under contract with me or used by me is my responsibility and can result in discipline and ultimate termination of MLS services.
    - G. The security of homeowners depends on the security of the lockbox system. I will not lend or make available my lockbox key to any person, even if an authorized MLS user. I further understand that the Board can incur costs in securing the system if I fail to take adequate measures to protect my key and lockbox and that I may be held responsible for these costs.
    - H. I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violation of any MLS rule may result in discipline, fine and ultimate termination of the service. In addition to that, my actions may cause damage to Board/Association which owns the MLS and the Board may pursue its legal remedies against me to recover such damages.
  7. **REALTOR®, REALTOR-ASSOCIATE® and MLS applicants only; Arbitration Agreement.** A condition of membership in the Board/Association as a REALTOR® or REALTOR-ASSOCIATE® and participant in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) or REALTOR-ASSOCIATE® member, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other REALTOR® or REALTOR-ASSOCIATE® members of this Board/Association; (ii) with any member of the California or National Association of REALTORS®; and (iii) any client provided the client agrees to binding arbitration at the Board/Association. As a MLS

Broker or Appraiser Participant or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) other MLS participants and subscribers; or (ii) any other MLS Broker or Appraiser Participant or MLS Subscriber of another Board/Association MLS which shares a common database with this Board/Association MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Board/Association facilities and in accordance with the Board/Association rules and procedures for arbitration.

**SIGNATURE**

**I certify that I have read and agree to the terms and conditions of this application and that all information given in this application is true and correct.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Designated REALTOR®

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of MLS Participant

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Received by YGAOR

\_\_\_\_\_  
Date



**Multiple Listing Rules & Regulations Agreement**

I, \_\_\_\_\_, have received, and will read, the

Yosemite Gateway Association of REALTORS® MLS Rules & Regulations.

I also agree to abide by such Rules and Regulations, as a Subscriber of the YGAOR  
MLS System.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Yosemite Gateway Association of REALTORS® Multiple Listing Service

# CERTIFICATE OF NON-USE

Name of Broker Participant: \_\_\_\_\_

As a participant (broker), by signing hereunder you are certifying that any **non-paying** Real Estate licensee or Licensed or Certified Appraisers **will not** use the Yosemite Gateway Multiple Listing Service or the Yosemite Gateway Multiple Listing Service compilation in any way. In the event a non-paying real estate licensee or appraiser is found in violation of this Non-Use Certificate, the participant (broker) shall be subject to fees dating back to the date of the certification. The participant (broker) and subscriber (agent) may also be subject to any other sanction imposed for the violation of the Yosemite Gateway Multiple Listing Service Rules including ultimately losing participation rights and access to the Service.

---

Broker's Signature

Printed Name

Date

IF YOU NEED A COPY OF THIS SUB-LEASE FOR YOUR RECORDS, PLEASE MAKE A COPY.  
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE. READ THEM BEFORE SIGNING BELOW.

### ActiveKEY Sub-Lease Agreement

This Sub-Lease Agreement ("Lease") is entered as of \_\_\_\_\_, 20\_\_\_\_, by and between  
\_\_\_\_\_ ("Keyholder"), and **Yosemite Gateway**

**Association of REALTORS®, Inc.** ("Organization") covering the following equipment:

ActiveKEY (Serial # \_\_\_\_\_).

Keyholder and Organization agree as follows:

#### **1. LEASE AGREEMENT**

a. Organization leases to Keyholder, and Keyholder leases from Organization, the equipment described above (which may be new or refurbished), which includes the ActiveKEY (the "ActiveKEY") and, if applicable, the iBox(es) collectively, the "Equipment." In addition, Organization grants to Keyholder (i) a limited non-exclusive, nontransferable sub-license to use the network, the use of which Organization licenses from GE Security, Inc. ("GE"), 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 Organization licenses from GE (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 GE which will be provided to Keyholder and is incorporated herein by reference.

b. This Lease shall commence on the date set forth above and have a term ("Term") until October 22, 2015, unless terminated earlier or extended pursuant to the provisions of this Lease.

c. Keyholder agrees to 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 Organization and/or its MLS system. By executing this Lease, Keyholder agrees 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 agrees that neither the Service, nor any other GE 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.

d. Keyholder understands that, in order to make the Service available to Keyholder, Organization and GE entered into a Master Agreement that provides the terms under which GE will provide the Service to Organization. Keyholder understands that, if the Master Agreement is 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 agrees that, under the terms of the Master Agreement, Organization 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 3(a) below) and/or the termination of this Lease. Except as the rights and obligations of Keyholder and Organization under this Lease may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Lease. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

e. In the Master Agreement, GE 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 Organization. If GE 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 is lost, destroyed or damaged, Organization 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.

#### **2. TITLE AND USE**

The Service, including all its components, and the Equipment, are and shall at all times remain the property of GE. 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 GE. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of GE.

### **3. PAYMENTS**

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the Organization a refundable Key deposit of \$100.00 upon entering this Agreement. c. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization. d. The Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

### **4. RISK OF LOSS; RETURN OF ACTIVEKEY**

a. 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 Organization. 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.

#### **ActiveKEY**

**\$350.00**

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

### **5. 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 a third party brings an action against Organization and/or GE relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or GE, 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 Organization and/or GE in such proceeding.

b. That neither Organization nor GE 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, de-compile, 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 Organization and GE with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action. The obligations set forth in this Section shall survive termination of this Lease.

### **6. DEFAULT**

a. Each of the following events shall be an Event of Default by Keyholder under this Lease:

i. 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

ii. The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Lease if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Lease will occur upon the termination for any reason of the Master Agreement.

## **7. RIGHTS AND REMEDIES**

- a. Upon the occurrence of an Event of Default by Keyholder, Organization 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:
- i. Terminate this Lease and demand the return of any Equipment to Organization;
  - ii. Terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software;
  - iii. Direct GE to deactivate Keyholder's access to the Service or any component of the Service;
  - iv. 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
  - v. 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 Organization in connection with the exercise of its rights and remedies under this Lease.
- b. Upon the occurrence of an Event of Default by Organization 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 Organization and to pay Organization any outstanding amounts owed under this Lease, including any damages for the failure to return the Equipment.
- c. If Organization 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 Organization in connection with collecting under this Lease. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct GE to reactivate the Equipment within twenty-four (24) hours.
- d. In the event that Organization 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 Organization 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.
- e. Organization'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. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

**8. 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 Oakhurst, California; 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 attorney's 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 attorney's fees in such action or any appeals.

**9. 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.

## **10. TERMINATION**

- a. Keyholder may terminate this Lease at any time by returning the Equipment to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment as set forth in Section 4 (a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Lease are released and discharged by Organization.
- b. Organization may terminate this Lease upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by

Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 10(a).

c. 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 Organization, and therefore agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 4(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

**11. WARRANTY** The Equipment is warranted by GE 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. GE 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 Organization at Keyholder's sole cost and expense and Organization 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 Organization and GE by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

**12. GENERAL PROVISIONS**

a. This Lease constitutes the entire agreement between Organization and Keyholder relating to the lease of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Lease.

c. This Lease shall be effective and binding 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.

d. This Lease shall be amended only by a written agreement signed by the parties.

e. 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.

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

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

h. This Lease shall be governed by the laws of the State of California.

i. This Lease shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns. IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the date set forth in the preamble.

KEYHOLDER:

ORGANIZATION:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company  
Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State,  
Zip: \_\_\_\_\_

e-mail  
Address: \_\_\_\_\_

Phone  
Number: \_\_\_\_\_