

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

SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT ("Lease") is entered as of _____, 20_____, by and between _____ ("KEYHOLDER"), and Santa Clara County Association of REALTORS® ("ORGANIZATION") covering the following equipment:

DisplayKEY (Serial # _____).

KEYHOLDER AND ORGANIZATION agree as follows:

1. LEASE AGREEMENT

a. ORGANIZATION hereby leases to KEYHOLDER, and KEYHOLDER hereby leases from ORGANIZATION, the equipment described above (which may be new or refurbished), which includes the DisplayKEY and the DisplayKEY Cradle (collectively, the "Equipment"). In addition, ORGANIZATION hereby grants to KEYHOLDER: (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which ORGANIZATION licenses from Supra, a division of GE Security, Inc. ("Supra"), 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 Supra (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 Supra, 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 **March 31, 2012**, unless terminated earlier or extended pursuant to the provisions of this Lease.

c. KEYHOLDER acknowledges and agrees that she or he must 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 acknowledges that it is necessary 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 acknowledges that neither the Service, nor any other Supra 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 acknowledges that, in order to make the Service available to KEYHOLDER, ORGANIZATION and Supra entered into a Services and Administration Agreement (the "Administration Agreement") and also an Organization Lease (the "Organization Lease"), that provide, among other things, the terms under which Supra will provide the Service to ORGANIZATION. **KEYHOLDER understands that, if either the Administration Agreement or the Organization Lease are 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 further acknowledges and agrees that, under the terms of the Administration Agreement and of the Organization Lease, 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 acknowledges that failure of ORGANIZATION to perform its obligations under the Administration Agreement and/or the Organization Lease may detrimentally affect KEYHOLDER'S use of the Service.

e. In the Administration Agreement and the Organization Lease, Supra 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 Supra 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 hereunder 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 KEYHOLDER hereby acknowledges and agrees that the Service, including all its components, and the Equipment, are and shall at all times remain the property of Supra. 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 Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of Supra.

3. PAYMENTS

a. **DURING THE TERM OF THIS LEASE, KEYHOLDER SHALL PAY TO ORGANIZATION AN ANNUAL FEE OF \$125.00 FOR THE LEASE AND USE OF THE DisplayKEY, PLUS APPLICABLE TAX (THE "SYSTEM FEE"). KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LEASE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 10.**

b. The System Fee set forth in Section 3(a) above shall be reviewed annually.

c. KEYHOLDER shall be required to pay when entering into this Lease, the full amount of the annual System Fee if the key issuance occurs before **April 1** of the relevant year, 75% of the annual System Fee if the key issuance occurs thereafter but before **July 1** of the relevant year, 50% of the annual System Fee if the key issuance occurs thereafter but before **October 1** of the relevant year, or 25% of the annual System Fee if the key issuance occurs thereafter but before the next annual System Fee is due on **January 1** of the relevant year.

d. If KEYHOLDER begins leasing a DisplayKEY after **March 31, 2006** (the "Initial Period" as defined in the Administration Agreement), KEYHOLDER shall be required to pay ORGANIZATION the applicable key activation fee as follows:

Year of Administration Agreement	Activation Fee	Year of Administration Agreement	Activation Fee	Year of Administration Agreement	Activation Fee
1	\$50.00	3	\$70.00	5	\$90.00
2	\$60.00	4	\$80.00	6	\$100.00

e. KEYHOLDER agrees to pay to ORGANIZATION a late fee of \$25.00 for any System Fee that is not received by ORGANIZATION within fifteen (15) days after the date such payment is due. KEYHOLDER also agrees to pay to ORGANIZATION a fee of \$25.00 for any KEYHOLDER check that is returned for insufficient funds.

f. KEYHOLDER agrees to pay ORGANIZATION \$125.00 Security Deposit, which will be returned to KEYHOLDER upon termination as defined in Section 10; and return of equipment (DisplayKEY and Cradle) to ORGANIZATION by KEYHOLDER. In the event that KEYHOLDER fails to return all Equipment or claim the Security Deposit within six (6) months after termination the deposit shall revert to ORGANIZATION.

g. 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 EQUIPMENT

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.

DisplayKEY	DisplayKEY Cradle
\$150.00	\$99.00

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 Equipment with all Software and any components included within the Service that have been leased to KEYHOLDER pursuant to this Lease. The Equipment 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 relating to such misuse, KEYHOLDER agrees to indemnify, defend and hold harmless ORGANIZATION and Supra, 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 or Supra in such proceeding.

b. **That neither ORGANIZATION nor Supra shall not 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, decompile, 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 Supra with written notice of any legal proceeding or arbitration in which KEYHOLDER is named as a defendant and that alleges defects in the Equipment or the KeyBoxes 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 Administration Agreement and/or the Organization Lease.

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 Supra 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 Supra 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. KEYHOLDER understands that 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 San Jose, 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 attorneys 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 attorneys fees in such action and in any appeals therefrom or reviews thereof.

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 within (180) days of termination 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 which would have become owing after the date of termination of this Lease are released and discharged by ORGANIZATION. If the KEYHOLDER fails to return Equipment in workable condition within the (180) days after termination, the deposit will be forfeited.

b. ORGANIZATION may terminate this Lease upon termination of the Administration Agreement and/or the Organization Lease for any reason, including without limitation, a default by ORGANIZATION under the Administration Agreement and/or the Organization Lease or an upgrade of the Service by ORGANIZATION. Upon termination, KEYHOLDER shall be obligated to satisfy the obligations set forth above 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) hereof.

d. Any unused portion of the System Fee for use of the Service previously paid shall be forfeited by KEYHOLDER and KEYHOLDER shall not be entitled to a refund.

11. WARRANTY The Equipment is warranted by Supra 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. Supra 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 Supra 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 hereby terminated effective as of the parties' execution of this Lease.

c. This Lease shall be effective and binding upon the parties hereto 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 or modified only by a written agreement signed by ORGANIZATION and KEYHOLDER.

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, ORGANIZATION and KEYHOLDER have caused this Lease to be duly executed as of the date set forth in the preamble to this Lease.

KEYHOLDER:

ORGANIZATION:

By: _____

By: **Gene Binsbacher, CEO**
Santa Clara County Association of REALTORS®

Print Name: _____

Company Name: _____

Street: _____

City, State, Zip: _____

E-mail Address: _____

Phone Number: _____