



# ALBUQUERQUE METROPOLITAN BOARD OF REALTORS®

## KEY BOX AUTHORIZATION AND DISCLAIMER OF LIABILITY

The undersigned Owner of the Property at \_\_\_\_\_, New Mexico, has listed the said property for sale/lease with the undersigned REALTOR® FIRM by executing a listing agreement.

Owner is hereby advised by REALTOR® FIRM and the undersigned Associate of REALTOR® FIRM that Owner has the sole option as to whether or not a "Key Box" shall be placed on the property during the term of the listing.

A "Key Box" is an integral part of a system whereby, not only the undersigned REALTOR® FIRM, but all other cooperating REALTORS® and their Associates, plus other MLS participants such as Appraisers and Home Warranty Inspectors, may gain access to the property. All REALTORS® and other MLS participants, their associates and employees, having access to the property Multiple Listing Service of the Albuquerque Metropolitan Board of REALTORS®, may have a key to the "Key Box" thereby allowing them access to the property for previewing, showing the property to prospective purchasers, inspecting, appraising or conducting such other activity as, may be necessary to market and/or sell/lease the property. A "Key Box" is a container placed on the property by the listing REALTOR® FIRM, in which the key to the property is placed. The "Key Box" itself is locked and opened by a "Key Box" Key. Whoever possesses a key to the "Key Box," whether such possession is authorized or unauthorized, has access to the home at any time, even in the owner's absence. The current "Key Box" system being used by the MLS of the Albuquerque Metropolitan Board of REALTORS® utilizes a recording device whereby every use of the "Key Box" records the number of the user. The REALTOR® FIRM placing the "Key Box" on the property can have it read to determine which individuals have used the "Key Box".

Owner is advised that, even though the use of the "Key Box" will probably increase the number of showings, the use of the "Key Box" involves risk of unauthorized entry to the property, theft or damage to the home and personal property therein, as well as the risk of personal injury to the occupants of the property.

Owner, with knowledge of the risks involved in the use of the "Key Box", hereby authorizes REALTOR® FIRM and Associate to place a "Key Box" on the home to facilitate the sale/lease of the property.

Owner agrees that neither REALTOR® FIRM, Associate of REALTOR® FIRM, other MLS Participants, nor the Albuquerque Metropolitan Board of REALTORS® shall be liable for any damages or claims arising out of the authorized or unauthorized use of the "Key Box" or its key and agrees to indemnify and hold harmless REALTOR® FIRM and Associate, other MLS Participants, and the Albuquerque Metropolitan Board of REALTORS® for any damages, claims or liability arising therefrom, including, but not limited to damages, claims or liability resulting from loss or damage to personal or real property or personal injury, costs, and attorney's fees. Owner hereby assumes the full risk of any such loss, damage or injury.

Owner agrees to maintain insurance covering personal injury and property damage to the aforesaid real or personal property and any person therein, and acknowledges and understands that his current homeowner's policy may not provide such coverage arising out of the use of a "Key Box" or a "Key Box" Key or may not provide such coverage on vacant premises.

Owner requests that the "Key Box" remain on the property for the term of the listing unless Owner notifies REALTOR® FIRM in writing prior to such a time that the "Key Box" is to be removed. REALTOR® FIRM agrees to remove the "Key Box" by 6:00p.m. of the next business day after the receipt of such notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Owner

Owner

REALTOR® FIRM

By

Associate

Address