

Published By



Mid-Atlantic Realty Services, Inc.
Hunter Professional Center
908 Washington Road, Suite B
Westminster, MD 21157

THIS ADDENDUM IS INTENDED SOLELY FOR THE USE OF SUBSCRIBERS TO THE MID-ATLANTIC REALTY SERVICES, INC. ELECTRONIC LOCK BOX SYSTEM AND ANY OTHER UNAUTHORIZED USE IS STRICTLY PROHIBITED.

LOCK BOX ADDENDUM TO LISTING AGREEMENT

Date: _____, 20____

Address of Property: _____

1. The Undersigned Owner recognizes that it is both desirable and advantageous to Owner and may expedite the sale or rental of their Property to have a key for the Property available in a convenient location on the Property so that brokers, their affiliated licensees and licensed or certified appraisers may gain access for the purposes of showing the Property to prospective buyers or renters and appraising the Property. The lock box is a storage type device commonly used for on-premises storage of keys. Upon execution of this Agreement, Broker will place a lock box on Owner's Property in which the key to Owner's premises will be stored.
2. It is understood by Owner that there is a possibility that a person may use the lock box in an unauthorized manner, enter the premises and unlawfully remove personal property therefrom or destroy or damage the premises or personal property located therein. Accordingly, Owner hereby agrees as follows:
 - (a) Owner acknowledges that Owner must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the premises.
 - (b) Owner acknowledges that it is not a requirement of Mid-Atlantic Realty Services, Inc. or Broker that Owner allows the use of a lock box. Owner acknowledges that Owner has elected to use a lock box for the reasons outlined in Paragraph 1 above.
 - (c) If a tenant/lessee occupies the Owner's Property where the lock box will be placed, Owner warrants that Owner has obtained the tenant/lessee's consent to the use of said lock box.
 - (d) Owner acknowledges that neither the listing Broker, any licensee or licensed or certified appraiser, Mid-Atlantic Realty Services, Inc., nor any Board/Association of REALTORS® served by Mid-Atlantic Realty Services, Inc. is an insurer against the loss of or damage to Owner's premises, personal property or valuables. Owner acknowledges that Owner has been advised of the need to verify the existence of insurance for real and personal property loss or damage, or to obtain such insurance through Owner's insurance agent.
3. Owner hereby authorizes the Broker named below to place or cause to have placed a lock box on Owner's Property. Owner authorizes Broker, Broker's licensees and licensed or certified appraisers, and other authorized users of Mid-Atlantic Realty Services, Inc., and their licensees, including Affiliates engaged in professional home and/or environmental inspections, and termite, well and/or septic inspections, contractors licensed to perform home improvements, who have been issued lock box keycards to use the said lock box for access to Owner's Property during the term of this Agreement. Owner, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.
4. Owner hereby acknowledges that the Broker named below; licensees affiliated with Broker; and authorized users of the lock box system of Mid-Atlantic Realty Services, Inc. are authorized, with Owner's consent, to permit third-party contractor(s), including, but not limited to, contractors providing professional home, structural or environmental (including radon), termite, well and/or septic inspections and appraisals, to access and gain entry to the property by providing a contractor access code, notwithstanding the fact that such contractor(s) may not be appraisers or affiliates of authorized users of the lock box system of Mid-Atlantic Realty Services, Inc.

Owner to initial acknowledgement:

_____ OWNER IS ADVISED THAT ACCESS TO THE PROPERTY BY THIRD-PARTY CONTRACTOR(S) MAY BE OBTAINED BY A CONTRACTOR ACCESS CODE. SUCH CONTRACTOR(S) ACCESS CODE SHALL ALLOW SUCH CONTRACTOR(S) TO GAIN ACCESS TO THE PROPERTY FOR AN INDEFINITE PERIOD SO LONG AS A LOCK BOX IS AFFIXED TO THE PROPERTY OR UNTIL SUCH TIME AS THE CONTRACTOR ACCESS CODE FEATURE IS DEACTIVATED BY THE LISTING BROKER/AGENT.

_____ OWNER IS FURTHER ADVISED THAT MID-ATLANTIC REALTY SERVICES, INC. RECOMMENDS THAT CONTRACTOR ACCESS CODES BE AUTHORIZED BY OWNER ONLY IF OWNER'S PROPERTY IS VACANT, UNOCCUPIED AND ALL PERSONAL PROPERTY HAS BEEN REMOVED FROM THE PROPERTY, AND THAT OWNER SHOULD BE EXTREMELY CAUTIOUS IN AUTHORIZING THE USE OF CONTRACTOR ACCESS CODES, SINCE SUCH CODES WILL ALLOW CERTAIN INDIVIDUALS TO ACCESS THE PROPERTY WITHOUT AN ELECTRONIC RECORD AS TO THE IDENTITY OF SUCH INDIVIDUAL ACCESSING OWNER'S PROPERTY.

Owner hereby: (Owner to initial applicable line):

____ 1) **AUTHORIZES** the use of a Contractor Access Code by contractor(s) who do not possess an electronic access card.

____ 2) **DOES NOT AUTHORIZE** the use of a Contractor Access Code by contractor(s) who do not possess an electronic access card.

5. In consideration of the agreement of the Broker named below to place or cause to be placed a lock box on the Property of the Owner, Owner hereby agrees that Owner shall hold harmless and indemnify Broker, any licensee or licensed or certified appraiser, Mid-Atlantic Realty Services, Inc., any Board/Association of REALTORS® served by Mid-Atlantic Realty Services, Inc. and their respective officers, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for any loss or damage sustained by Owner or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Owner, and Owner does hereby further assume all risks of loss or damage to the above described Property and premises, and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box system (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

6. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lock box on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

Receipt of a copy is hereby acknowledged by Owner.

WITNESS:

_____	Owner	_____	Date
_____	Owner	_____	Date
_____	Broker (Company Name)	_____	Date
	By: _____	_____	Date
	Broker or Authorized Representative		

TENANT: The Tenant and Owner have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said premises. The undersigned Tenant agrees to the above provisions and authorizes placement of a lock box on the premises.

Receipt of a copy is hereby acknowledged.

Date: _____
_____ Tenant

Lock Box Serial #: _____

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax and financial or other advice.

Carroll County Association of REALTORS®, Inc.
The Greater Baltimore Board of REALTORS®, Inc.

Harford County Association of REALTORS®, Inc.
Howard County Association of REALTORS®, Inc.

©Mid-Atlantic Realty Services, Inc. (Revised 12/09)