

**KEY BOX AMENDMENT AND SUPPLEMENT
TO EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
(FOR USE WITH 2021 TENNESSEE REALTORS® FORM RF-101 AND RF-102)**

Reference is hereby made to that certain Exclusive Right to Sell Listing Agreement (“Listing Contract”) dated _____ and entered into by and between the parties hereto with respect to real property and improvements located at _____ (“Property”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The third paragraph of Section 9 of Listing Contract (comprising lines 157-164 of 2021 Tennessee REALTORS® form RF-101 or comprising lines 155-162 of 2021 Tennessee REALTORS® form RF-102) shall be deleted in its entirety and the following substituted in its place:

Sellers authorize Broker and/or its affiliated real estate licensees to conduct or to allow cooperating brokers to conduct key-entry showings of or “open houses” at Property. Sellers also authorize Broker and/or its affiliated real estate licensees to place a Key Box, as described below, on Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of Property. Sellers represent and warrant that adequate insurance will be kept in force to protect Sellers in the event of any damage, losses, or claims arising out of use of a Key Box or in connection with such showings of or such open houses at Property. Sellers understand and agree that: (1) a Key Box is designed as a repository of a key to the improvements on Property, permitting access to the interior of those improvements by: (a) Broker and its affiliated real estate licensees; (b) cooperating brokers and their affiliated real estate licensees; and (c) if the “One Day Code” feature is activated, third parties who are not associated with Broker or cooperating brokers, such as painters and service technicians; (2) Broker advises and requests that Sellers safeguard or remove valuables now located on Property; (3) it is not a requirement of the Multiple Listing Service (“MLS”) or Broker that Sellers allow use of such a Key Box; (4) where a tenant/lessee occupies Property, the consent of tenant/lessee is required; and (5) neither Broker, any cooperating firm, MLS, the Memphis Area Association of REALTORS® (“MAAR”), nor any of the officers, directors, real estate licensees, employees, agents, or independent contractors of such entities shall be liable for loss or damage in connection with use of the Key Box. Sellers further understand that the “One Day Code” feature of the Key Box system allows Broker to program the Key Box so as to allow access to anyone who inputs a code on the keypad of the Key Box. Such code is only valid for approximately 24 hours, but it allows access without an electronic key card, and thus there is no record of who utilized the code.

2. a. If Sellers' initials appear here, this Subsection 2(a) is agreed to: _____

Sellers hereby authorize Broker, in its sole and absolute discretion, to activate the "One Day Code" feature of the Key Box on Property at any time(s) Broker chooses during the period when Broker has a Key Box at Property, and Broker may do so without advanced notice to any Seller.

2. b. If Sellers' initials appear here, this Subsection 2(b) is agreed to: _____

Sellers hereby authorize Broker, in its sole and absolute discretion, to activate the "One Day Code" feature of the Key Box on Property at any time(s) Broker chooses during the period when Broker has a Key Box at Property, so long as Broker makes reasonable effort to provide at least hours advance notice ("Advance Notice") to a Seller. By way of example and not limitation, Advance Notice shall be deemed to have occurred if Broker communicates that the "One Day Code" feature will be activated either by leaving a message at one of the contact telephone numbers (home, office, cell, etc.) provided by Sellers for communicating with a Seller or by sending an e-mail message or fax to an email address or fax number provided by a Seller for communicating with a Seller, and such Advance Notice shall be effective even if not actually received by any Seller.

2. c. If Sellers' initials appear here, this Subsection 2(c) is agreed to: _____

Sellers hereby authorize Broker to activate the "One Day Code" feature of the Key Box on Property only as expressly directed by a Seller.

- 3. Except as expressly amended herein, all terms and provisions of Listing Contract shall remain in full force and effect.
- 4. If there is only one seller of Property, the term "Sellers" as used herein shall be deemed to be singular.

SELLERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THIS AMENDMENT AND SUPPLEMENT, AND THAT THEY HAVE RECEIVED A COPY OF IT.

Dated: _____

BROKER (Real Estate Firm):

SELLERS:

Firm Name

(Signature)

By: _____

Print Name: _____

(Print Name and Title)

(Signature)

Print Name: _____