## **HOLD HARMLESS AND INDEMNITY AGREEMENT**

WHEREAS, the undersigned Agent (hereinafter "Agent") is an Agent of the undersigned Broker (hereinafter "Broker") and acknowledges the necessity for the use of lock boxes for the sale of properties listed under Broker; and

WHEREAS, CENTRAL ILLINOIS BOARD OF REALTORS (hereinafter "CIBR") is providing new Supra lock boxes for use by Brokers and Agents and has contracted for state-of-the-art lock boxes from Supra and which provide reporting and access, which requires the use of a smartphone or ActiveKey.

WHEREAS, Broker and CIBR recommend the use of the Supra lock box.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent **AGREES AS FOLLOWS:** 

- 1. That Agent is not required to use the Supra lockbox system. If Agent chooses not to use the Supra lockbox system for their listings under Broker, Agent agrees to otherwise follow standard acceptable practices to protect the seller and homeowner by the use of other lock boxes.
- 2. That Agent agrees to hold Broker and CIBR free, harmless and indemnified against any and all incidences, damages, losses, injuries, obligations, liabilities, theft, damage assessments and any other incidences, expenses or costs, including but not limited to reasonable attorney fees as incurred by Broker or CIBR in defense of any claim or action which may occur as a result of Agent's use of non-Supra lock boxes.
- 3. That Agent further agrees that in the event they fail to be responsible for any costs or expenditures as set forth in #2 above, or for any other expenses for said non-use of Supra lockboxes, and Broker and/or CIBR is in any way obligated to pay for any costs or expenditures as set forth in Paragraph 2, then Agent agrees and shall be required to immediately reimburse Broker and/or CIBR within five (5) days of notice of any said obligations which may be incurred or to be incurred and paid by Broker and/or CIBR.
- 4. That Agent further agrees that upon notice and failure to reimburse Broker and/or CIBR for costs or expenditures as set forth in #2 and 3 above, and Broker and/or CIBR fails to receive payment or reimbursement upon request, then and in that event, Agent agrees that any civil lawsuit proceedings shall occur in the County of Broker's main office and they submit themselves to said jurisdiction for purposes of any civil proceedings related to this Agreement. Agent further agrees to pay Broker and/or CIBR reasonable attorney fees of not less than 33.33% of the balance due at the time suit is instituted, plus court costs.

DATED this	_ day of
AGENT	
STATE OF ILLINOIS	
COUNTY OF	) ) SS.
SUBSCRIBED AND	SWORN to before me by the above-named Agent this day of
	Notary Public