



APPLICATION FOR REALTOR MEMBERSHIP

I hereby apply for REALTOR membership in the Permian Basin Board of REALTORS. I understand that my dues will be returned to me in the event of non-election and that the application fee is **nonrefundable**. I will attend orientation with **90 days** of Association's confirmation of membership. Failure to meet this requirement may result in having my membership terminated. In the event of my election, I agree to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS, which includes the duty to arbitrate (or to mediate if required by the association) and the Constitution, Bylaws and Rules and Regulations of the above names Association, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination of such Code, Constitutions, Bylaws and Rules and Regulations. I understand membership brings certain privileges and obligation that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as orientation, not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR.

*I hereby submit the following information for your consideration:

PERSONAL INFORMATION:

First Name: _____ Middle Name: _____

Last Name: _____ Suffix: _____

Nickname: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Personal Fax: _____

Email Address: _____

Secondary Email Address: _____

Real Estate License #: _____

Licensed/Certified Appraiser: YES NO Appraiser License #: _____



COMPANY INFORMATION:

Office Name: _____

Office Address: _____

Office Phone: _____

Office Fax: _____

Preferred Mailing/ Contact Information:

Initial Password for Association Site (if applicable): _____

Preferred Phone: Home Office Cell _____

Preferred Email: Primary Email Secondary Email _____

Preferred Mailing: Home Office Office Mail Alternate Member Mail Alternate

Mail Publications to: Home Office Office Mail Alternate Member Mail Alternate

Office Mailing Alternate:

Address: _____

City: _____ State: _____ Zip: _____

Member Mailing Alternate:

Address: _____

City: _____ State: _____ Zip: _____

APPLICANT INFORMATION:

Are you presently a member of any other Association of REALTORS? Yes No

If yes, name of the Association? _____

Type of membership held: _____

Have you previously held membership in any other Association of REALTORS? Yes No

If yes, name of Association: _____

Type of membership held: _____

Have you been found in violation of the Code of Ethics or other membership duties in any association of REALTORS in the past three (3) years or are there any such complaints pending? Yes No



If yes, please provide details:

If you are now or have ever been a REALTOR please indicate your NAR membership (NRDS) #:

Have you ever been refused membership in any other Association of REALTORS? Yes No

If yes, state the basis for each such refusal and detail the circumstance related to thereto:

OPTIONAL INFORMATION:

Date of Birth: _____

How long have you been with current real estate firm? _____

Previous real estate firm (if applicable): _____

Number of years engaged in the real estate business: _____

Field of Business (Specialties)? _____

Languages Spoken? _____



I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the PBBOR Association of REALTORS are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. **NO REFUNDS.**

By signing below I consent that the REALTOR Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email addresses or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications and I am waiving to receive all communications as part of my membership.

Date: _____

Signature: _____

INFORMATION TO BE SUPPLIED BY LOCAL ASSOCIATION:

Join Date: _____

Status: Active Provisional

Primary Local Association NRDS ID #: _____

Primary State Association NRDS ID #: _____

Office ID: _____

Office Contact (Designated REALTOR) _____

Office Contact Manager: _____

Number of Non- Member Licensees: _____

LICENSE AGREEMENT

STATE OF TEXAS

COUNTY OF _____

This agreement is being made and entered into by the undersigned party, referred to herein as "Participant," in conjunction with the application for or the existing Membership in the Multiple Listing Services, referred to herein as "MLS" of the Permian Basin Board of REALTORS, sometimes hereinafter referred to as Board or Association.

FOR AND IN CONSIDERATION of the privileges of membership in the MLS, the benefits to be derived by the undersigned Participant, and other valuable consideration, the receipt and sufficiency of which the Participant with this acknowledges, that upon membership of Participant in the MLS the undersigned Participant covenants and agrees as follows:

1. Participant acknowledges that Participant has read all of the Rules and Regulations of MLS, understands said Rules and Regulations and agrees to observe, comply and uphold said Rules and Regulations while Participant remains a participant in MLS.
2. The undersigned Participant agrees to indemnify, save and hold harmless the MLS, Board or Association and all other Participants of the MLS of and from any and all claims, causes of action, damages, losses, injuries, and costs (including attorney's fees) as a result of failure of Participant to comply with the terms and provisions of this License Agreement or of the Rules and Regulations of the MLS as amended from time to time. The indemnification provisions of this paragraph shall survive any resignation or termination of membership in the MLS, Board or Association by Participant.
3. Participant covenants and agrees that all information submitted to the MLS is the property of the Board or its licensees and is PROTECTED BY COPYRIGHT LAW. While PBBOR continues to own the databases, information and pictures in the main computer and any copy of the MLS databases in the distributive mode, the Participant will have certain rights to use the databases, information and pictures after Participant signs this License Agreement. Except as may be modified by a license addendum that may accompany this agreement, Participant's rights and obligations with respect to the use of the MLS software and databases are as follows:

Participant may:

1. use the software and database in the day-to-day practice of selling, listing, renting, managing or appraising real estate;
2. use the software and database for the preparation of market analysis and appraisals for specific clients;
3. use the software and database for the presentation of properties for sale or rent to a prospective purchaser and/or lessor; and

4. use the software and database for the preparation of statistical reports for Participant's office only.

Participant may not:

1. copy the entire database;
2. sublicense, sell, rent or lease any portion of the software and/or database or the information contained thereon;
3. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software or create derivative works from the software and/or databases;
4. transfer the database or portions of the database to another computer without written authorization, or to anyone who is not an authorized participant or user member of the Board; and
5. give, allow or create access to the software and/or databases to anyone who is not a member of the Board, except those persons and companies authorized and licensed by the Board in writing.

Notwithstanding the fact that any remedy available to Participant set forth herein fails in its central purpose, Participant agrees that the Board will not be liable to Participant or any of Participant's agents, personal assistants, secretaries, or personnel for any special, incidental, indirect or consequential damages including, but not limited to, any loss of revenues or profits based upon any claim, whether in contract or in tort, arising out of or related to this agreement or of Participant's use or inability to use the MLS system, software or databases, whether or not Participant had been advised of the possibility of such damages, and Participant agrees to release the Board from any such claims or causes of action and to hold the Board harmless from such claims.

Participant understands and agrees that the violation of this agreement by Participant or by anyone associated with or employed by Participant may result in a fine to be determined from time to time by the Directors of the Board and may result in the immediate termination of Participant, Participant's employees and anyone associated with Participant's access to the Board's software and databases, erasure of all MLS provided software and/or database files from any participant's and/or participant's user's computers. Should termination occur, Participant further agrees to immediately return to the Board all software, computer disks and database information in its possession or the possession of its employees or those associated with Participant. The parties hereto understand and agree that if Participant or anyone associated with or employed by Participant in any way misuses or attempts to use the information on the Board's software or databases in violation of this agreement or of the copyright protection granted to the Board, the Board shall have a right to immediately seek an injunction against Participant and anyone associated with or employed by Participant to immediately refrain them in the use of the software or database and to return all information obtained from this software and database to the Board. All parties hereto will understand and agree that determining the actual damages caused by Participant

for violation of this agreement would be difficult if not impossible for the Board and therefore a said injunction is the most appropriate remedy available to the Board to protect its interest in its property.

The laws of the State of Texas will govern this agreement. This agreement may only be modified by a license addendum that may accompany this agreement or by a written document that both the Participant and the President and Secretary of the Board have signed.

Executed the ____ day of _____, 20_____.

PARTICIPANT

COMPANY OF PARTICIPANT

Permian Basin Board of REALTORS

By: _____
President

By: _____
Secretary

AGENT ID# (License #) _____

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

ActiveKEY and eKEY Basic Software Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into on _____, 20__ by and between _____ ("Keyholder"), and Permian Basin Board of REALTORS®, Inc. ("Organization") covering the following:

ActiveKEY (Serial # _____) or
eKEY Basic Software (Serial # _____).

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE

a. **ActiveKEY.** If Keyholder has selected the ActiveKEY (the "ActiveKEY"), Organization leases to Keyholder, and Keyholder leases from Organization, the ActiveKEY (which may be new or refurbished). The equipment and software incorporated in the ActiveKEY enable the Keyholder to obtain a current update code for the ActiveKEY; to open and perform other iBox functions with the ActiveKEY; and to upload property-showing data with the ActiveKEY.

b. **eKEY Basic Software.** If Keyholder has selected the eKEY Basic Software (the "eKEY"), Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use such software. The eKEY enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions with the eKEY; and to upload property showing data with the eKEY. The eKEY Basic Software is used with certain electronic devices including certain personal digital assistants and certain cellular telephones ("PDA/Phone") approved by UTCFS. UTCFS does not provide any warranty of the performance of such PDA/Phones.

c. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("UTCFS"), which is necessary for the use and operation of the ActiveKEY or the eKEY (collectively, "Key") for the Term (as defined in Section 3 below) and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from UTCFS (the "Software") for the Term.

2. SERVICE

a. The Software, the equipment incorporated in the ActiveKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and UTCFS entered into a Master Agreement that provides the terms under which UTCFS will provide the Service to Organization. Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement. Except as the rights and obligations of Keyholder and Organization under this Agreement 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 Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, UTCFS 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 UTCFS discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased 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.

d. Keyholder agrees to 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 Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other UTCFS 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.

3. TERM This Agreement shall commence on the date set forth above and have a term ("Term") until April 24, 2018, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

a. DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. 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.

5. TITLE AND USE The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of UTCFS. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of UTCFS. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of UTCFS.

6. RISK OF LOSS; RETURN OF EQUIPMENT

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing 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 Agreement is: **ActiveKEY - \$249.00**. Replacements may be refurbished Equipment.

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, the ActiveKEY and all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The ActiveKEY and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. 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 and/or UTCFS relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or UTCFS, 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 and/or UTCFS in such proceeding.

b. That neither Organization nor UTCFS shall 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, de-compile, 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 UTCFS with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action. The obligations set forth in this Section shall survive termination of this Agreement.

8. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement 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 Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. 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 Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct UTCFS 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 Agreement, 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 Agreement, 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 Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct UTCFS 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 Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. 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 Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement 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 fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Midland, Texas; 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 Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's 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 attorney's fees in such action or any appeals.

11. 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 notified at its address set forth in the signature block of this Agreement, 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.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13. WARRANTY The Equipment and Software are warranted by UTCFS against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. UTCFS shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. 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 UTCFS by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement 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 terminated effective as of the parties' execution of this Agreement.

c. This Agreement 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. 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.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other

termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State of Texas.

h. This Agreement 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, the parties have caused this to be duly executed as of the date set forth in the preamble.

KEYHOLDER:

ORGANIZATION:

By: _____

By: _____

Print
Name: _____

Title: _____

Company
Name: _____

Street: _____

City, State
Zip: _____

e-mail
Address: _____

Phone
Number: _____