

**FREDERICK COUNTY ASSOCIATION OF REALTORS**

**SENTRILOCK LOCKBOX ACCESS CREDENTIALS USER AGREEMENT**

**AGENT MEMBER**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the  
FREDERICK COUNTY ASSOCIATION OF REALTORS® (hereinafter "FCAR"), AND

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(Name of Agent/Smart Card Holder and Brokerage Name)

the Agent/Lockbox Owner hereinafter referred to as ("Authorized User").

- 1. SMART CARD RECEIPT:** Authorized User acknowledges receipt of a SentiLock Smart Card from FCAR.
- 2. LICENSE TO USE:** Authorized User is hereby granted, subject to the terms and conditions of this Agreement, a personal, revocable, non-exclusive and non-transferable license, (which shall be revocable at will by SentiLock, LLC or FCAR) to the SentiLock System, the Smart Card (as long as they remain an active part of the System), and the Entry Codes in order to access properties in the geographic area currently served by FCAR, the BrightMLS, and those geographical areas served by another or other Board(s) or Association(s) of REALTORS®, including those Board(s) and Association(s) with which FCAR has entered into a written reciprocal electronic lock box agreement, and the multiple listing services owned and operated by such Board(s) or Association(s). Access by Authorized User, at all times, shall be made solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate Licensee. Authorized User shall use the Lockbox technology only for the purpose of gaining authorized entry into real property upon which a SentiLock box has been installed in those geographic areas as defined herein where the Authorized User is authorized to access the system.
- 3. CURRENT UPDATE:** Authorized User acknowledges that the Smart Card has an update code which expires at regular intervals determined by FCAR prohibiting further use of the Smart Card until a new update code is obtained by placing the Smart Card in a Smart Card Reader or by another authorized method. Upon such expiration, the Smart Card will not be able to access the System. Accordingly, during the term of this Agreement, the Authorized User shall be required, from time to time, to place Smart Card in Smart Card Reader to update Smart Card, transmit showing data and obtain system updates.
- 4. CARD EXCHANGE BY SENTRILOCK OR FCAR:** SentiLock, LLC may at its discretion require FCAR to replace the Smart Cards used by FCAR and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock, LLC shall make the exchange of Smart Cards at no cost to FCAR unless the exchange is necessary due to Customer negligence.
- 5. ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only for so long as all of the following conditions, at all times, are fully satisfied.
  - A.** The Authorized User shall be an Agent Member in good standing of FCAR or an Agent Member in good standing of another or other Board or Association of REALTORS®, including those Board(s) and Association(s) with which FCAR has entered into a written reciprocal electronic lockbox agreement.

The Authorized User represents and warrants to FCAR that (i) the Authorized User holds a valid real estate license as a salesperson, and/or associate broker, and/or broker; (ii) the Authorized User is licensed with, and is affiliated as an employee or as an independent contractor with the brokerage identified herein; (iii) the Authorized User is a REALTOR® in good standing of a local Board or Association of REALTORS®.

**B.** The Authorized User shall notify FCAR, in writing, of any change in his/her current company/office affiliation; and

**C.** It at any time the Authorized User is not in compliance with A or B above, then the Authorized User shall so notify FCAR, in writing, within twenty-four (24) hours after such event of noncompliance first occurs.

**D.** The Authorized User executed this agreement.

**E.** The Authorized User agrees to abide by the Rules and Regulations of FCAR and agrees to pay all required fees, fines, and reoccurring costs (if applicable) in connection with Authorized User's subscriptions to the lockbox services of FCAR; and

**F.** The Authorized User agrees that he/she shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Authorized Member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.

**6. TERM OF AGREEMENT:** The term of this agreement shall commence on the date of the execution of this Agreement and shall continue unless sooner terminated as herein provided. The term of this Agreement shall also terminate on the date the license hereby granted is revoked by FCAR or Sentrilock, LLC; or the Authorized User fails to satisfy any or all of the requirements of this Agreement.

In the event of termination pursuant to this Paragraph 6, the Authorized User shall return the Smart Card to the then current FCAR office within five (5) business days of receiving notice of said termination.

**7. REVOCATION OF LICENSE/RETURN OF SMART CARD:** The license to use Smart Card to access the SentiLock System under this Agreement is eligible to be terminated by FCAR or SentiLock, LLC and Authorized User's Smart Card shall be immediately deactivated upon the occurrence of any one or more of the following events of default:

**A.** Termination of Authorized User's membership with FCAR;

**B.** Failure to comply with any or all of the eligibility requirements as set forth in Paragraph 5 above;

**C.** Failure of the Authorized User to perform in accordance with any and/or all terms and conditions set forth in this Agreement, including, but not limited to, the provisions for security in Paragraph 8 below;

**D.** The non-payment of any fees or fines as established from time to time by FCAR and/or SentiLock, LLC, pursuant to Paragraph 13(1) of this Agreement;

**E.** Notification from FCAR that the system is being changed, altered, or terminated, in the sole and absolute discretion of FCAR, provided however, that FCAR shall first give ninety (90) days written notice of such change, alteration, or termination;

**F.** Any event deemed by FCAR, in its sole and absolute discretion, to affect the security of the System or any Smart Card or SentiLock Box;

**G.** Upon the arrest or conviction of Authorized User for any felony or misdemeanor crime, if the crime, in the sole and absolute determination of FCAR, relates to the real estate business or places customers, clients, or other real estate professionals at the risk of physical harm and/or property loss or damage;

**H.** In the event of the death of the Authorized User, heirs or personal representatives will surrender the Smart Card to FCAR.

**8. SECURITY OF SMART CARDS:** Authorized User acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees;

**A.** To keep the Smart Card in Authorized User's possession or in a safe place at all times;

- B. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her PIN;
- C. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON;
- D. To maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent;
- E. To not duplicate the Smart Card or allow any person to do so;
- F. To not sell, assign, distribute, provide access to, reverse engineer, decompile, modify, disclose or otherwise transfer or pledge the rights of the Smart Card;
- G. To immediately notify FCAR by telephone and in writing within twenty-four (24) hours of the loss or theft of a Smart Card. The Authorized User shall sign and deliver a statement to FCAR with respect to the circumstances surrounding the loss or theft. FCAR shall charge for the replacement of Smart Cards either lost or damaged;
- H. To strictly adhere to the terms and conditions of this Agreement and such additional rules, regulations, and security procedures as may be adopted by FCAR from time to time with respect to the Smart Card and any other aspect or technology that is a part of the System.

**9. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Authorized Users who:

- A. Have complied with this Agreement and the policies and procedures of FCAR with respect to the SentiLock System;
- B. Pay a fee and/or deposit if specified by the Rules and Regulations of FCAR, to replace a Smart Card lost, stolen, damaged, or defective.

**10. VIOLATIONS/DISCIPLINARY ACTION:** Authorized User agrees to abide by and be subject to the FCAR Rules and Regulations, as amended from time to time, and any and all disciplinary action as provided under such Rules and Regulations and/or for violation of any provision of this Agreement. In addition to any and all remedies under this Agreement, if Authorized User allows the use of the Smart Card by unauthorized persons or otherwise adversely affects the System security, Authorized User shall be subject to such fines and penalties as are established by FCAR pursuant to the applicable rules and regulations of FCAR, as amended from time to time, and in accordance with the established policies of the National Association of REALTORS®, Inc., as amended from time to time. Discipline may include a fine not to exceed \$15,000.00; a required attendance at a training non CE program conducted by FCAR at a designated time and location; suspension and/or termination of Smart Card privileges for a specified period of time or a permanent forfeiture of the Smart Card and the Participant or Authorized User's right to be issued a Smart Card and/or any combination of the described disciplinary actions.

**11. INDEMNIFICATION:** Authorized User, jointly and severally, agree to indemnify and hold FCAR, the Associations, and all of their respective officers, directors, employees, and agents, harmless from and against any and all liability, loss, costs, expenses, claims or demands whatsoever by or against FCAR resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage, death, or injury to property or persons arising out of entry by any person into or onto any premises by use of the SentiLock System. Authorized User hereby waives and releases any and all claims against FCAR and any of the Associations with an association with FCAR, their respective officers, directors, employees, and agents for any and all loss or damage resulting from the use, loss of, or inability to use the Smart Card, including any deactivation of the Smart Card by FCAR as herein provided. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

**12. REIMBURSEMENT:** Authorized User agrees to reimburse FCAR upon demand for any and all expenses incurred in attempting to enforce any or all terms and conditions of this Agreement against Authorized User as a result of Authorized User's failure to act in accordance with the terms and conditions of this Agreement. In the event FCAR shall commence legal proceedings against Authorized User to enforce or

interpret any of the provisions of this Agreement, Authorized User agrees to pay all costs incurred, including reasonable attorney's fees, as determined by the court, both at trial on the merits and on appeal. If any.

**13. AUTHORIZED USER RESPONSIBILITY:** Authorized User agrees:

**A.** Never to permit anyone other than the Authorized User himself/herself to use the Smart Card or his/her PIN for any reason;

**B.** To attend an instructional session on the operation and use of the Smart Card or SentiLock lockbox technology, as required by FCAR from time to time;

**C.** To provide the necessary internet connection, computer hardware, software, and non-SentiLock supplies (such as batteries) for communications with the System;

**D.** To obtain the periodic update for his/her own Smart Card by placing the Smart Card in Smart Card Reader to transmit showing data and obtain system updates;

**E.** To become familiar with the use of Sentikey Real Estate Mobile Application and to implement the features available on the application.

**F.** To notify FCAR within forty-eight (48) hours of any change in his/her brokerage affiliation or termination from said brokerage;

**G.** To comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a Lockbox System, including notification of each listing office or listing agent of the Authorized User's intention to enter the property through the use of the SentiLock Box. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office.

**H.** To comply with all Rules and Regulations adopted by FCAR, as from time to time amended, relating, directly or indirectly, to the SentiLock System and Smart Card and are expressly incorporated by reference herein and made a material term of this Agreement as though fully set forth herein;

**I.** Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing and/or accessing properties in their geographic areas;

**J.** To pay such activation and hardware fees, annual service fees, re-activation fees and other such fees and fines as shall be adjusted and adopted from time to time by FCAR as provided in this Agreement and as charged by FCAR or charged by SentiLock, LLC directly to Authorized User on behalf of FCAR;

**K.** To notify FCAR promptly, in writing, upon the arrest or conviction of Authorized User for any felony or misdemeanor (other than traffic misdemeanor offenses) and shall state the circumstances and details relating to such arrest or conviction. Authorized User represents and warrants, as of the date of this Agreement, that Authorized User has not been previously arrested for or convicted of any felony or misdemeanor crime (other than traffic misdemeanor offenses).

**14. PROPERTY OWNER/SELLER AUTHORIZATION:** The Authorized User must secure specific written authorization from the owner/seller(s) of the property prior to the installation or use of a lockbox on any property and before the listing is entered into the MLS, reflecting that a lockbox has been authorized by owner/seller(s).

**15. FAILURE TO COMPLY:** Any failure of the Authorized User to comply with any of the terms and conditions of this Agreement shall constitute an event of material default hereunder. In the event of such default, FCAR shall have the absolute right, without prior notice to Authorized User, to interrupt or terminate access to the System, including deactivation of the Smart Card, without any liability whatsoever to the Authorized User or any third persons. Authorized User hereby expressly waives any and all damages incurred or alleged to have been incurred as a consequence, direct or indirect, of such access termination by FCAR.

**16. NO WARRANTY:** FCAR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SMART CARD, THE SYSTEM, OR ANY SENTILOCK BOX. WARRANTY CLAIMS BY AUTHORIZED USER SHALL BE SOLELY AGAINST SENTILOCK, LLC AND WILL BE HANDLED THROUGH FCAR (SOLELY AS A

CONVENIENCE TO THE AUTHORIZED USER), WHICH SHOULD BE CONTACTED WHEN A PROBLEM WITH THE EQUIPMENT IS EXPERIENCED. AUTHORIZED USER SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE SCOPE OF ANY WARRANTY PROVIDED BY SENTRILOCK, LLC.

**17. NO CONSEQUENTIAL DAMAGES:** FCAR shall not be liable to the Authorized User for any special, indirect, incidental, or consequential damages for any loss of use, loss of profit, or any other loss of any kind which may arise from the use of the System by the Authorized User or from defects in any Smart Card, SentiLock hardware or software programs, or SentiLock box.

**18. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Maryland, and venue shall be the county in which the Authorized User resides.

**19. PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

**20. ADDITIONAL CONDITIONS SET FORTH ON ALL PAGES HEREOF ARE PART OF THIS AGREEMENT:** This written contract expresses the entire agreement between Authorized User and FCAR with respect to the SentiLock Smart Card System. This Agreement supersedes any and all other agreements. Either oral or in writing. No other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Authorized User. This Agreement may be amended only in writing, signed by all parties hereto.

**SIGNATURES TO FREDERICK COUNTY ASSOCIATION OF REALTORS**

**SENTRILOCK LOCKBOX ACCESS CREDENTIALS USER AGREEMENT – AGENT MEMBER**

\_\_\_\_\_  
Authorized User Name (please print)

\_\_\_\_\_  
Primary Board/Association

\_\_\_\_\_  
NRDS# Maryland

\_\_\_\_\_  
Permanent License#

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Brokerage Name and Address

\_\_\_\_\_  
Contact Phone Number  
(Office, Mobile)

\_\_\_\_\_  
Signature of Authorized User

Approved by: \_\_\_\_\_  
(To be signed by FCAR Staff)

Dated: \_\_\_\_\_

