

RULES AND REGULATIONS
FREDERICK COUNTY ASSOCIATION OF REALTORS®, INC.

SECTION I
AUTHORIZED USERS

(A) Any individual who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, and every nonprincipal broker, sales licensee, unlicensed personal assistant or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of FCAR subject to their execution of a SentiLock Smart Card Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with FCAR and their agreement to abide by the rules and regulations of FCAR and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of FCAR.

(B) Members of a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, shall be eligible to subscribe to and use the lockbox services of FCAR, provided:

- 1.) The Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections; and/or provides the real estate related services of photographing, staging and/or preparing-for-sale/rent. All affiliate members using a card for access, must have an individually assigned SentiLock card;
- 2.) A duly authorized principal or officer of the firm for which Affiliate member performs such services; executes the appropriate FCAR SentiLock Smart Card Authorized User Agreement;
- 3.) The Affiliate member agrees to abide by the Rules and Regulations of FCAR and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of FCAR; and
- 4.) The Affiliate member agrees that Affiliate 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 Affiliate 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.

(C) Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of FCAR, on the same terms and conditions as non-principal brokers and sales licensees provided:

- 1) the unlicensed personal assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the designated REALTOR®, each of whom is a subscriber and authorized user of the lockbox services;

2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services; executes the appropriate FCAR SentiLock Smart Card Authorized User Agreement;

3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of FCAR and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of FCAR; and

4) the unlicensed personal assistant agrees that the unlicensed personal assistant 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 the unlicensed personal assistant 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. **An unlicensed personal assistant, in accordance with guidelines as adopted by the Maryland Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.**

(D) Non-member licensed contractors or inspectors shall only be eligible for limited use of the lockbox services of FCAR provided:

1) the non-member licensed contractor or inspector is under the direct supervision of a designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant, at least one of whom is a subscriber and authorized user of the lockbox services;

2) the licensed designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant has obtained the written consent of the property owner to authorize the use of a lockbox programmed for contractor codes which clearly states the owner understands that authorizing contractor codes allows unlimited (24 hour) access to the property by the non-member licensed contractor(s) or inspector(s).

(E) Any individual required or permitted by law, or by the established policies of the National Association of REALTORS®, as amended from time to time, to access and use the services of FCAR without holding REALTOR® membership in a local Board/Association, shall be eligible to subscribe to and use the services of FCAR without the requirement of holding REALTOR® membership in a local Board/Association of REALTORS®.

SECTION II

The following rules and regulations shall apply to all subscribers and users of the FCAR lockbox services. Subscribers and Authorized Users of the lockbox services shall:

1. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant or licensed appraiser;

2. Use the Smart Card only for the purpose of gaining authorized entry into real property upon which a system key box has been installed;
3. Enter into real property from which a system key box has been installed only with the prior knowledge and/or expressed consent of the listing agent;
4. Notify FCAR, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation;
5. Adhere strictly to the terms and conditions of the FCAR SentiLock Lockbox Access Credentials User Agreement;
6. Pay all fees, charges, fines and recurring user fees as established from time to time by FCAR when due;
7. Keep the Smart Card in Smart Card Holder's possession or in a safe place at all times and be accountable for the Smart Card at all times;
8. Not allow his/her personal identification number (PIN) to be attached to the Smart Card;
9. Not disclose his/her personal identification number (PIN) to any person;
10. 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;
11. Not assign, transfer or pledge the Smart Card or the license and use of the Smart Card;
12. Not change or alter the Entry Codes through any other electronic lockbox system provider. All changes to Entry Codes shall be made solely and exclusively by and through FCAR;
13. Immediately notify FCAR by telephone or in writing within twenty-four (24) hours, of the loss or theft of a Smart Card and the circumstances surrounding such loss or theft;
14. Strictly adhere to the rules and regulations as may be adopted by FCAR from time to time with respect to the Smart Card or any other aspect of the system;
15. Promptly submit the Smart Card to FCAR for audit and/or inspection at a reasonable time at the FCAR office upon request by FCAR for such audit or inspection;
16. Not permit anyone other than the Smart Card Holder himself/herself to use the Smart Card or his/her PIN for any reason;
17. Attend an instructional meeting on the operation and use of the Smart Card as required by FCAR from time to time;
18. Pay all fees, fines and charges in connection with the use of the Smart Card and the System, and to obtain the periodic revalidation Entry Code for his/her own Smart Card;
19. 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 Smart Card Holder'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. The Board of Directors of FCAR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate any Smart Card to any

applicant or subscriber who has been or subsequently is arrested or convicted of a felony or misdemeanor crime (other than traffic misdemeanor offenses) in accordance with the Lock Box Security Requirements (Policy Statement 7.31) of the NAR Handbook on Multiple Listing Policy, as amended from time to time;

20. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the Lockbox on any property;

21. Comply fully with the terms and conditions of the Agreement by and between FCAR and SENTRILOCK, LLC, as amended from time to time;

22. Notify FCAR, in writing, promptly upon the arrest or conviction of subscriber or authorized user for any felony or misdemeanor crime (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction;

23. 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;

24. Not obtain, possess, use or otherwise share a Smart Card or Personal Identification Number (PIN) of another authorized subscriber or authorized user.

SECTION III FINES AND PENALTIES

An authorized subscriber or user of the SentiLock Box System of FCAR who violates any rules and regulations of FCAR as set forth above, except for the payment of fees, shall be subject to the imposition of a fine or penalty for each violation in such amount not to exceed \$15,000.00 as established by the Board of Directors of FCAR, from time to time, in accordance with the below schedule of fines and penalties.

An authorized subscriber or user of the SentiLock Box System of FCAR who is found to have violated the rules and regulations as herein set forth on more than two occasions during a calendar year shall be subject to the automatic revocation of their rights and privileges to access and use the services of FCAR.

An authorized subscriber or user of the Lock Box System of FCAR shall pay a 10% late charge on all fees, charges, fines, recurring user fees and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

SCHEDULE OF FINES AND PENALTIES

In accordance with the Rules and Regulations of the Frederick County Association of REALTORS®, fines and penalties have been established to safeguard the integrity of the FCAR, SentiLock, LLC Lockbox Access Credentials User System.

First Offense *	Up to \$15,000.00
Second Offense *	Up to \$15,000.00
Third Offense	Termination of Service
Appeal filing fee	\$250.00

- *Fines for Brokers, Office Managers and Team Leaders shall be doubled, but not to exceed the amount allowed by NAR policy.

In addition to any fine as set forth above, a Participant or Authorized User who violates the FCAR Rules and Regulations may also be required to attend a non CE training program on the FCAR Rules and Regulations at such time and location as established by FCAR and to complete such training program within a specified time period or be subject to suspension or termination of Smart Card services until such program is completed.

Unless otherwise stated, a 10% late fee shall be charged on all fees, charges, fines, recurring user fees, and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees, and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

Disclaimer: The Board of Directors of the Frederick County Association of REALTORS®, reserves the right, in its sole discretion, to amend these Rules and Regulations, including the Schedule of Fines and Penalties, without prior written notice to any authorized subscriber or authorized user. Once amended, a copy of the amendment(s) will be emailed to all subscribers and authorized users. Subscribers and authorized users hereby acknowledge that it is and shall be their individual duty and obligation to promptly notify their Board of any changes in their email address and to read and comply with such amendment(s), as adopted from time to time, and that any failure to do so shall not mitigate any subsequent violation of the FCAR Rules and Regulations, or any fines or penalties imposed as a result of such violation, based upon any claim or assertion that the subscriber and/or authorized user did not receive or did not know that such amendments were made.

I hereby acknowledge receipt of the current FCAR Rules and Regulations. I understand that such Rules and Regulations may be amended by FCAR from time to time and that it is my sole obligation to read the FCAR Rules and Regulations as received by me today as well as in the future.

NOTE: As used in this Agreement, the terms “Smart Card” and “PIN” shall mean and shall include the use of the SentiSmart app and the Mobile Access Code thereto to access a SentiLock lockbox. The use of the SentiSmart app and the Mobile Access Code to access a SentiLock lockbox is the equivalent to using your SmartCard and PIN to do the same. You are and agree to be responsible for the use of the SentiSmart app and Mobile Access Code sent to your SentiSmart device and the retrieval of said Mobile Access Code will be recorded as an access using your SmartCard and PIN. By your signature below, you agree not to share or disclose the Mobile Access Code to any other person under any circumstances, without exception.

**Smart Card User’s Signature
(Acknowledging Receipt)**

Date