



SENTRILOCK LOCKBOX AND KEYCARD SALE AND USE AGREEMENT

This Agreement is between the Kings County Board of Realtors®/Multiple Listing Service ("Association") and MLS Participant or Subscriber _____ ("Cardholder").
(Please Print Name)

WHEREAS the Association has contracted with SentiLock to obtain the SentiLock system ("System").
WHEREAS the Association is making the System available to its MLS Participants and Subscribers.
WHEREAS the Cardholder has purchased or was issued from the Association a lockbox ("Keybox") Card with a personal identification number ("Pin").
WHEREAS the Association wishes to make its MLS Participants and Subscribers ultimately responsible for the purchase and safekeeping of the Keyboxes and Cards.
WHEREAS the Cardholder wishes to use the System.
NOW THEREFORE, the Association hereby licenses the Cardholder to use the System on the following terms and conditions:

1. CARD: The Association does hereby convey Card/Keybox # _____ and its PIN to Cardholder to be held and used by Cardholder pursuant to this Agreement.

2. CURRENT UPDATE CODE: Cardholder acknowledges that the Card has an update code and this code expires every 24 hours, prohibiting further use of the Card until a new current update is obtained from the Association. Updates will only be issued to Association MLS members Cardholders in good standing with the Association MLS.

3. SECURITY OF THE CARD: The Cardholder acknowledges that it is necessary to maintain security of the Card to prevent its use by unauthorized persons, and the Cardholder agrees:

- A. To keep the card in the Cardholder's possession or in a safe place at all times;
- B. To not allow his/her PIN to be attached to the Card;
- C. To not provide the Card or the contents of the Keybox to any other person.
- D. To not duplicate the Card or allow any other person to do so;
- E. To not assign, transfer or pledge this Agreement or the Card;
- F. To notify the Association within 24 hours in writing of the loss or theft of the Card and the circumstances surrounding such loss or theft;
- G. To follow all additional security procedures as specified by the Association;
- H. To not damage or deface the Card
- I. To notify the Association within 24 hours of any changes in company/office affiliation or termination.
- J. To surrender, upon demand, the Card to the Association upon suspension or termination of membership and/or notification of system security breach.

4. STATUS: The Cardholder must be in good standing with the MLS Association to use the System.

5. AUTHORIZATION: The Cardholder will secure written authorization from the owner of any property listed for sale/lease for the installation and use of a Keybox on such property. Extreme care should be taken by the

Cardholder to ensure the Keybox is securely locked as well as all doors and windows of the listed property. Cardholder shall disclose to the owner that the Keybox is not designed or intended as a security device.

6. LOST CARD:

- A. A lost or stolen Card shall be reported within 24 hours to the Association.
- B. A lost or stolen Card will immediately be deactivated by the Association.
- C. An affidavit must be completed by the Cardholder and filed with the Association prior to and as a condition of the issuance of a replacement Card.
- D. A photo ID will be required for identification purposes.
- E. The Cardholder shall buy a replacement Card at the current listed price.
- F. The Cardholder is subject to any Association penalties for the loss of the Card.

7. DEFAULT: If the Cardholder fails to observe, keep or perform any obligation or provision of the agreement, the Association, in addition to any specific right set out herein, shall have the further right to exercise any and all of the following:

- A. To deactivate the Card.
- B. To terminate this Agreement.
- C. To take legal action against the Cardholder to recover all damages incurred by the Association resulting from such default and/or improper use of the Card; and
- D. To pursue any other remedy at law or in equity.

8. INDEMNITY: Cardholder covenants and agrees to indemnify and hold the Association harmless from any and all liability, obligations or demands against the Association arising out of the loss or use by the Cardholder of the Card, Keybox or System, including, but not limited to, any and all liabilities, including attorneys fees, incurred by the Association as a result of damage or injury to premises arising out of the use by the Cardholder or by any other person of the Card, Keybox or System.

9. RULES AND REGULATIONS: The MLS Rules and Regulations of the Association regarding a violation of this the Agreement shall constitute a violation of the MLS Rules and Regulations.

10. WARRANTY: The Association offers no warranty regarding the use or operation of a Card or Keybox.

11. FINES: An initial violation of this Agreement shall result in:

- A. A \$1,000.00 fine and a 30 day suspension of Card privileges from the date the Card is surrendered or deactivated.
- B. A second violation of this Agreement shall result in a \$2,500.00 fine and a 60 day suspension of Card privileges from the date the Card is surrendered or deactivated.
- C. A third violation of this Agreement shall result in a \$5,000.00 fine and a permanent revocation of Card privileges from the date the Card is surrendered or deactivated.

12. RENEWAL: The Agreement shall automatically be renewed on a yearly basis unless terminated by either party.

Date: _____

Member MLS ID# _____

Member Name: _____
(Please Print)

Member's Signature: _____