



SENTRIACCESS/SENTRILOCK LOCKBOX SALE AND USE AGREEMENT

This Agreement is between the Kings County Board of REALTORS®/Multiple Listing Service (“Association”) and MLS Participant or Subscriber (“Cardholder”).

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 LockBox Access was issued from the Association via a SentiKey Application for a SmartPhone.

WHEREAS the Association wishes to make its MLS Participants and Subscribers ultimately responsible for the purchase and safekeeping of the LockBoxes and SentiKey Application access.

WHEREAS the SentiKey user wishes to use the System.

NOW THEREFORE, the Association hereby licenses the SentiKey to use the System on the following terms and conditions:

1. SENTRIKEY SMARTPHONE APPLICATION: The Association does hereby convey through the SentiLock System SentiKey # _____ to be held and used by authorized SentiKey user pursuant to this Agreement.

2. SECURITY OF THE SENTRIKEY ACCESS APP: The SentiKey App user acknowledges that it is necessary to maintain security of the SentiKey Access they have been granted and they agree:

- A. To keep the SentiKey Application in their possession or in a safe place at all times;
- B. To not allow his/her PIN or access information to be attached to the SmartPhone;
- C. To not provide their assigned SentiKey or the contents of the LockBox to any other non-authorized person.
- D. To notify the Association within 24 hours in writing of the loss or theft of the SentiKey Access information granted to them and the circumstances surrounding such loss or theft;
- E. To follow all additional security procedures as specified by the Association;
- F. To notify the Association within 24 hours of any changes in company/office affiliation or termination.

3. STATUS: The Cardholder must be in good standing and maintain MLS Access with the MLS Association to use the System. The SentiKey Access will not work if MLS access is dropped.

4. AUTHORIZATION: The SentiKey Access user will secure written authorization from the owner of any property listed for sale/lease for the installation and use of a LockBox on such property. Extreme care should be taken by the SentiKey user to ensure the LockBox is securely locked as well as all doors and windows of the listed property. SentiKey Access user shall disclose to the owner that the LockBox is not designed or intended as a security device.

5. DEFAULT: If the SentiAccess user 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 SentiKey.
- B. To terminate this Agreement.
- C. To take legal action against the SentiAccess user to recover all damages incurred by the Association resulting from such default and/or improper use of the SentiKey; and
- D. To pursue any other remedy at law or in equity.

6. INDEMNITY: SentiKey user 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 SentiKey user, LockBox 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 SentiAccess user or by any other person of the SentiKey Application user, LockBox or System.

7. 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.

8. WARRANTY: The Association offers no warranty regarding the use or operation of a SentiKey Access or SentiLock LockBox.

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

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

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

11. NO REFUND: I understand that all SentiLock LockBox purchases will be final. Purchased LockBoxes must be picked up from the KCBOR Board Office within 30 days of purchase. Failure to pick-up within 30 days, will result in the LockBox being returned to KCBOR inventory.

Date: _____

Member MLS ID# _____

Member Name: _____
(Please Print)

Member's Signature: _____