



SENTRILOCK SENTRICARD® AUTHORIZED USER AGREEMENT

THIS AGREEMENT is entered into by the Greater Piedmont Realtors® (the Association) AND the Authorized User:

1. **DEFINITIONS:** SentiCard® shall mean collectively the physical Smart Cards SentiLock, LLC provides to the Associations as part of the SentiLock Purchase System Agreement. Customer shall mean the individual Association as defined in the SentiLock Purchase System Agreement.
2. **SENTRICARD® RECEIPT:** Customer shall dispense a SentiCard® only to its primary members unless the Authorized User's primary membership is with an association who in a Customer. Authorized User acknowledges receipt of a SentiLock SentiCard® from the Association.
3. **PAYMENT OF FEES AND LICENSE TO USE:** In exchange for payment of \$ 150.00 initial service fee, plus applicable State sales tax, 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 the Associations), to the SentiLock System, the SentiCard® and the Entry Codes in order to access properties in the geographic area currently served by the Associations, the Metropolitan Regional Information Systems, Inc. ("MRIS") 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 the Authorized User may enter 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 or certified or licensed appraiser. Authorized User shall use the SentiCard® 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.
4. **CURRENT UPDATE:** Authorized User acknowledges that the SentiCard® has an update code which expires at regular intervals determined by the Associations prohibiting further use of the SentiCard® until a new update is obtained by placing the SentiCard® in a SentiCard® Reader or by another authorized method. Upon such expiration, the SentiCard® 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 SentiCard® in SentiCard® Reader to update SentiCard®, transmit showing data and obtain system updates.
5. **CARD EXCHANGE BY SENTRILOCK OR THE ASSOCIATIONS:** SentiLock, LLC may at its discretion require the Associations to replace the SentiCard® used by the Associations and its Authorized Users with replacement SentiCard® compatible with the system.
6. **ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only for so as long as all of the following conditions, at all times, are fully satisfied:
 - A. The Authorized User shall be a Member in good standing of one of the Associations or an unlicensed personal assistant employed by a Member in good standing of one of the Associations. Authorized User represents and warrants to the Associations that (i) the Authorized User holds a valid real estate license as a salesperson, associate broker; (ii) the Authorized User is licensed with, and is affiliated as an employee or as an independent contractor with the Firm; and (iii) the Authorized User is a REALTOR® in good standing of a local Board or Association of REALTORS® or (v) the Authorized user is an unlicensed personal assistant to a Realtor® member in good standing

of a local Board or Association of REALTORS®.

B. Authorized User shall notify its Association, in writing, of any change in his/her current company/office affiliation and/or of any change in his/her licensing status for each jurisdiction in which Authorized User holds a license within twenty-four (24) hours after such change occurs;

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

- 1) the unlicensed assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the 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 SentiLock SentiCard® Authorized User Agreement;
- 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of the Associations and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of the Associations; 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 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 further agrees to abide by the guidelines as adopted by the Virginia Real Estate Board.

7. **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 the Associations or SentiLock, LLC.; or the Authorized User fails to satisfy any or all of the requirements of this Agreement.

8. **REVOCAION OF LICENSE/RETURN OF SENTRICARD®:** The license to use the SentiCard® to access the SentiLock System under this Agreement shall be terminated by the Associations or SentiLock, LLC and affected by deactivating the SentiCard® if the Authorized User is found in violation of the requirements of this Agreement or if found in violation of the Regional Rules and Regulations for the SentiLock Lockbox System by the Board of Directors of the Authorized User's Association.

9. **SECURITY OF SENTRICARD®:** Authorized User acknowledges that it is necessary to maintain security of the SentiCard® to prevent its use by unauthorized persons. Consequently, Authorized User agrees to abide by the Regional Rules and Regulations for the SentiLock Lockbox System

10. **REPLACEMENT SENTRICARD®:** Replacement SentiCard® will be issued to Authorized Users who:

A. Have complied with this Agreement and Regional Rules and Regulations of the Associations with respect to the SentiLock System.

B. Pay a fee and/or deposit specified by the Association to replace a SentiCard® lost, stolen, damaged or defective.

11. **VIOLATIONS/DISCIPLINARY ACTION:** Authorized User agrees to be subject to the Regional Rules and Regulations for the SentiLock Lockbox System 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 SentiCard® by unauthorized persons or otherwise adversely affects the System security, Authorized User shall be subject to such fines and penalties as are established by the Associations pursuant to the Regional Rules and Regulations for the SentiLock Lockbox System, 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 forfeiture of the SentiCard® and of the Authorized User's right to be issued a SentiCard®.

12. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold the Association 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 the Association 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 the Association, its respective officers, directors, employees and agents for any and all loss or damage resulting from the use, loss of, or inability to use the SentiCard®, including any deactivation of the SentiCard® by the Association as herein provided. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

13. REIMBURSEMENT: Authorized User agrees to reimburse the Association 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 the Association 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.

14. AUTHORIZED USER RESPONSIBILITY: Authorized User agrees:

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

B. To attend an instructional session on the operation and use of the SentiCard® as required by the Associations from time to time;

C. To provide the necessary Internet connection, computer hardware and non-SentiLock supplies software for communication with the System.

D. To obtain the periodic update for his/her own SentiCard® by placing the SentiCard® in SentiCard® Reader to transmit showing data and obtain system updates.

E. To notify the Association within 48 hours of any change in his/her firm affiliation or termination;

F. 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.

G. To comply with the Regional Rules and Regulations for the SentiLock Lockbox System adopted by the Association, as from time to time amended, relating, directly or indirectly, to the SentiLock System and SentiCard® and are expressly incorporated by reference herein and made a material term of this Agreement as though fully set forth herein.

H. Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing properties in their geographic areas.

I. 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 the Association as provided in this Agreement and/or by the Regional Rules and Regulations for the SentiLock Lockbox System as charged by the Association or charged by SentiLock directly to Authorized User on behalf of the Association.

J. To notify the Association 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).

K. To never sell, assign, distribute, provide access to, reverse engineer, decompile, modify, disclose, otherwise transfer, tamper or attempt to modify a SentiCard®.

15. 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 SentiLock box on any property and before the listing is entered into the MLS, reflecting that a SentiLock box has been authorized by owner/seller(s).

16. 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, the Association shall have the absolute right, without prior notice to Authorized User or Participant, to interrupt or terminate access to the System, including deactivation of the SentiCard®, without any liability whatsoever to the Authorized User or any third persons. Authorized User expressly waives any and all damages incurred or alleged to have been incurred as a consequence, direct or indirect, of such access termination by the Association.

17. **NO WARRANTY:** The Association makes no warranty whatsoever, express or implied, regarding the SentiCard® the system or any SentiLock box. Warranty claims by Authorized User shall be made solely against SentiLock, LLC and will be handled through the Association (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 SentiLock, LLC.

18. **NO CONSEQUENTIAL DAMAGES:** The Association 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 SentiCard® or any SentiLock box.

19. **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 Commonwealth of Virginia.

20. **ADDITIONAL TERMS:** This written contract and attachments expresses the entire agreement between Authorized User and the Association with respect to the SentiLock SentiCard® 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. 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.