

# Kent County Association of Realtors

## SENTRILOCK AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Kent County Association of Realtors,

AND Principal and Authorized User \_\_\_\_\_

(Authorized User)

**Principal is defined as Real Estate Broker or Affiliate Owner/Manager.**

**The term Sentrilock Card also refers to the Mobile Application throughout this agreement.**

**1. SENTRILOCK CARD RECEIPT:** Principal and Authorized User acknowledge receipt of a Sentrilock Card from the Association.

**2. TITLE TO SENTRILOCK CARD:** Principal and Authorized User acknowledge that the Sentrilock Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the Association.

**3. CARD EXCHANGE BY SENTRILOCK OR Association:** Sentrilock may at its discretion require the Association to replace the Sentrilock Cards used by the Association and its Authorized Users with replacement Sentrilock Cards compatible with the system. Sentrilock shall make the exchange of Sentrilock Cards at no cost to the Association unless the exchange is necessary due to Customer negligence.

**4. CURRENT UPDATE:** Authorized User acknowledges that the Sentrilock Card has an update and that this code expires at regular intervals determined by the Association, prohibiting further use of the Sentrilock Card until a new update is obtained from the Association by placing the Sentrilock Card in an Association Card Reader or by another authorized method.

**5. TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates Membership with the Association and returns the Sentrilock Card to the Association.

**6. RETURN OF SENTRILOCK CARD:** Principal and Authorized User agree to return the Sentrilock Card within the earlier of (1) 48 hours of receipt of a request to do so by the Association or SentiLock or (2) within five working days after occurrence of any of the following events:

- a. Termination of a Principal as a member of the Association.
- b. Termination of Authorized User's association with the said Participant for any reason.
- c. Failure of the Principal/Authorized User to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
- d. In the event of the death of the Principal/Authorized User, heirs or personal representatives will surrender the Sentrilock Card to Association.

**7. SECURITY OF SENTRILOCK CARDS:** Principal and Authorized User acknowledge that it is necessary to maintain security of the Sentrilock Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the Sentrilock 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 Sentrilock Card or disclose to any third party

his/her personal identification number (PIN).

**c. TO NOT LOAN THE SENTRILOCK CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRILOCK CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.**

- d. To not duplicate the Sentrilock Card or allow any person to do so.
- e. To not assign, transfer or pledge the rights of the Sentrilock Card.

f. To notify the Association within three days of the loss or theft of a Sentrilock Card. The Principal /Authorized User shall sign and deliver a statement to the Association with respect to the circumstances surrounding the loss or theft. The Association shall charge for the replacement of Sentrilock Cards either lost or damaged.

- g. To follow all additional security procedures as specified by the Association.

**8. REPLACEMENT SENTRILOCK CARDS:** Replacement Sentrilock Cards will be issued to Authorized User's who:

- a. have complied with this Agreement and the policies and procedures of the Association with respect to the SentiLock System.
- b. pay a fee and/or deposit specified by the Association to replace a Sentrilock Card lost, stolen, damaged or defective.

**9. DISCIPLINARY ACTION:** Principal and Authorized User agree to be subject to the disciplinary rules and procedures of the Association Professional Standards Committee (Realtor Members) for violation of any provision of this Agreement. Discipline may include forfeiture of the Sentrilock Card and the Principal or Authorized User's right to be issued a Sentrilock Card.

**10. INDEMNIFICATION:** Principal and Authorized User agree to indemnify and hold the Association and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, 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 or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System.

**11. REIMBURSEMENT:** Principal and Authorized User agree that, in the event that the Association shall prevail in any legal action brought by or against the Principal/Authorized User to enforce the terms of this Agreement, the Principal/Authorized User as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the Association may be entitled.

**12. 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 Delaware, and venue shall be the county in which the Association's address is.

**13. 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.

**14. DISCLOSURE TO CLIENTS:** The Listing Principal/Authorized User shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller.

**15. PRINCIPAL'S RESPONSIBILITIES:**

- a. Principal warrants that Principal is both a licensed real estate broker and member of the Kent County Association of Realtors, or owner/manager of an Affiliate Member of the Kent County Association of Realtors.
- b. Principal warrants that the Authorized User possesses a real estate license and is in fact associated with Principal in an active effort to sell real estate or is a licensed real estate appraiser affiliated with the Kent County Association of Realtors, or is an Affiliate of the Kent County Association of Realtors.
- c. Principal agrees to enforce the terms of the Agreement with respect to any Authorized User associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with the Authorized User.
- d. Principal agrees to notify the Kent County Association of Realtors immediately, in writing, should the Principal or Authorized User terminate their relationship or transfers from the direct supervision of the Principal.
- e. Principal agrees to take all responsible means to obtain Authorized User's Sentrilock Card or cause Authorized User to return Sentrilock Card to the Kent County Association of Realtors. The Principal will continue to be charged a service fee for the disassociated Authorized User until the next billing cycle after the card is returned. If an Authorized User does not return the Sentrilock Card, Principal agrees to furnish the Kent County Association of Realtors with copies of written correspondence of all attempts made to obtain said Sentrilock Card.
- f. Principal agrees that he/she is jointly and severally liable, together with the Authorized User, for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the SentiLock Card User Agreement may result in the loss of Kent County Association of Realtors Sentrilock Card privileges and, further, could cause the Association to recall all Sentrilock Cards issued to the Principal and the Participant's Authorized User's.

**16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:**

Principal and Authorized User acknowledges receipt of the Kent County Association of Realtors Rules and Regulations for the Sentrilock Lockbox System. This written contract expresses the entire agreement between Principals, Authorized Users and the Kent County Association of Realtors with respect to SentiLock Cards. 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 Principal or Authorized User.

DATED: \_\_\_\_\_

BY \_\_\_\_\_ of the Kent County Association of Realtors

Authorized User \_\_\_\_\_

Principal \_\_\_\_\_