



SentriLock Lockbox System Authorized User Agreement

This agreement is made and entered into by Central Indiana Regional Multiple Listing Service (CIRMLS) and the Participant and Subscriber identified in this agreement.

1. **Purpose:** The parties have entered into the agreement because:
 - a) CIRMLS will provide access to its lockbox system;
 - b) If the Subscriber agrees to the terms in this agreement; and
 - c) If the Participant makes certain commitments on the Subscriber's behalf.
2. **Definitions and Usage:** For the purpose of this agreement, the following terms shall apply:
 - a) **CIRMLS;** shall mean Central Indiana Regional Multiple Listing Service.
 - b) **Participant;** shall mean the Principal Broker, Broker Owner of a Real Estate Company, Licensed or Certified Appraiser who is also the owner of their appraisal company and a REALTOR® member in good standing with CIRMLS or an Affiliate Member of RACI that is either a licensed inspector or a licensed pest inspector that is in good standing with CIRMLS.
 - c) **Subscriber;** shall mean the Sales Associate, Associate Broker, Licensed or Certified Appraiser or Trainee Appraiser associated with a Participant and be a member in good standing with CIRMLS.
3. **Eligibility Requirements:** CIRMLS REALTOR® members and approved Affiliate members who are Participants or Subscribers are eligible to participate in the CIRMLS lockbox system.
4. Participants and Subscribers agree that a lockbox is a container affixed to property as a device to gain access to the property being marketed for sale by a Participant in CIRMLS. Participants and their Subscribers are authorized under certain conditions to open these lock boxes under terms specified by the listing broker. Participants and their Subscribers, functioning as Licensees of potential purchasers, must contact the listing broker's office and arrange appointments to show listed property, even if the property has a lockbox affixed to it, unless the listing broker has given specific permission entered on the MLS system under agent remarks indicating that no appointment is required.
5. **Lockbox System and Equipment:** Participant and Subscriber acknowledge that the SentriLock system, lockboxes, SentriCards, and anything associated with the lockbox service is the sole property of CIRMLS, and Participant and Subscriber shall return all such property as required by CIRMLS. Participant shall return all lockboxes, SentriCards, and other equipment associated with the lockbox system immediately upon termination of the REALTOR® membership, CIRMLS participation, termination of lockbox services due to the Participant's failure to pay all fees associated with the service and/or reimbursements for lost equipment as required, or affiliation with an eligible participant. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not paid within 30 days of the billing date, CIRMLS shall have the right to file suit against the Participant for the full amount due plus statutory interest, court costs, attorney's fees and other costs of litigation.

- 6. Lockbox Review Committee:** Participant and Subscriber shall submit to a disciplinary tribunal of CIRMLS in the event either is accused of a breach of the CIRMLS policies relating to the lockbox system. The tribunal will be a Lockbox Review Committee consisting of members from the Professional Standards Board who are not directly involved in the disciplinary hearing. The committee shall conduct all tribunals in accordance with the Bylaws and Rules of CIRMLS. All such tribunals shall have at their disposal every sanction available to them under the CIRMLS policies, including forfeiture of the Subscriber's SentiCard or and withdraw of Participant's and Subscriber's rights to possess a SentiCard. In cases of significant breach of CIRMLS policies, a disciplinary tribunal may revoke all the SentiCards or in a Participant's office, not just the one issued under this agreement. The fees and fines for violations listed in **Lockbox Fees and Penalties** shall be levied and assessed by the EVP of CIRMLS.
- 7. Term of Agreement:** This agreement has the following conditions:
- a) The term of this agreement begins on the date of the execution of this agreement and ends on the date of any of the following events:
 - i) Termination of the Participant or Subscriber for any reason.
 - ii) Failure of the Participant or Subscriber to perform in accordance with any and/or all terms and conditions herein set forth, or as modified, including, but not limited to, the provisions of security outlined in the agreement.
 - b) Participant acknowledges that by signing this agreement, he/she is granted permission to use the SentiLock Card, card reader, applicable software under the terms of this agreement.
 - c) Subscriber acknowledges that by signing this agreement, he/she is granted permission to use the SentiLock Card, card reader, applicable software under the terms of this agreement.
- 8. Participant Obligations:**
- a) **Guaranty and liability for Subscriber conduct.** Participant is guarantor of Subscriber's performance under this agreement. Participant is jointly and severally liable to CIRMLS for all damages and costs CIRMLS sustains as a result of Subscriber's misuse of the SentiCard, up to and including the last date Subscriber has access to the lockbox system by virtue of the SentiCard issued under this agreement, even if Subscriber is no longer affiliated with Participant at the time of the wrongful conduct.
 - b) **Participant warranties.** Participant warrants that (1) Participant is a licensed real estate broker, licensed or certified appraiser or licensed inspector or licensed pest inspector and member of RACI or CIRMLS; and (2) Subscriber possesses a real estate licensee and is associated with the Participant as a licensee actively seeking to sell real estate or Subscriber is a licensed or certified appraiser affiliated with Participant.
 - c) **Subscriber transfers.** Participant shall notify CIRMLS in writing within 24 hours after Subscriber's transfer of license. If the Subscriber has transferred to a firm which is not participating in the CIRMLS, or if the Subscriber's license is inactivated or sent back to the state, Participant agrees to make its best efforts to obtain the transferred Subscriber's SentiCard. Participant acknowledges that it shall be liable for periodic lockbox service fees, if any, for disassociated Subscriber until the next billing cycle after the SentiCard has been returned. If Participant cannot obtain return of the SentiCard, it shall supply CIRMLS with copies or written correspondence attempting to obtain the SentiCard return.
 - d) **Cosign agreement with Subscriber.** Participant shall cosign any lockbox agreement executed by a Subscriber affiliated with the Participant.

9. Key Card Update: The Participant and Subscriber acknowledge that the SentiCard must be updated for access every three (3) days.

10. Security: These lockbox rules are subject at all times to the lockbox security requirements of the National Association of REALTORS® (NAR), presently set out as part Two: Policies, H. Lockbox/key Repositories, Section 2 of the NAR Handbook on Multiple Listing Policy, which is incorporated in these rules by reference.

The Participant and Subscriber agree that it is necessary to maintain security of the Sentrilock system to prevent its use by an unauthorized person. Consequently, Participant and Subscriber agree;

- (a) To keep the SentiCard in the Participant's or Subscriber's possession or in a safe place at all times.
- (b) To not allow his/her personal identification number (PIN) to be kept with, attached to, or written on the SentiCard.
- (c) To not duplicate the SentiCard or allow any person to do so.
- (d) To not assign, transfer, or pledge the rights of the Sentrilock lock boxes, SentiCard or card readers.
- (e) To notify CIRMLS immediately in writing, with a statement of the circumstances surrounding the loss or theft of a SentiCard or any other associated equipment.
- (f) To follow the guidelines outlined in this agreement
- (g) To recognize the responsibility to ensure the security of properties accessed through the use of the lock box system.
- (h) To notify SentiLock when a lockbox fails to release from a property. Only SentiLock is authorize to order a lockbox to be removed or cut off a property because the lockbox fails to release.

11. Indemnification: Participant and Subscriber agree to indemnify and hold CIRMLS and their respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against CIRMLS resulting from loss, use or misuse of the Sentrilock, including but not limited to, any and all liabilities including attorneys 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 Sentrilock.

12. Issuance of Lockboxes: Lockboxes initially will be issued to principal brokers who are CIRMLS members. Lockboxes shall be issued based on 110% of the principal broker's office active and pending listings, excluding lots and land. The principal broker shall be responsible for the lockboxes.

13. Placement of Lockboxes: Lockboxes must not be placed on any property without the written authority of the seller. This authority may be established in the listing agreement or in a separate document created specifically for this purpose.

14. Lockboxes Not a Security System: Participant and Subscriber acknowledge that the Sentrilock lockboxes, SentiCard, and other components of the lockbox system are not a security system; they are a marketing convenience and control system. Participant and Subscriber hold CIRMLS harmless against any claims that the lockbox system failed, for whatever reason, to prevent or grant admission to any property.

15. Provision for a Replacement SentiCard: CIRMLS shall issue a replacement SentiCard to the Participant or Subscriber provided the Participant or Subscriber has (1) complied with this agreement and the CIRMLS policies with respect to lockboxes; and (2) paid the fee established by CIRMLS to replace a SentiCard that is lost, stolen or damaged.

16. Lockbox System Fees: REALTOR® members of CIRMLS who use the lockbox system will be assessed a user fee, based on the system they are using, as established by the Board of Directors of CIRMLS. However no REALTOR® member will be required to use the lockboxes, SentiCard or other equipment associated with the lockbox service on their listed properties.

17. Annual Audit of Lockboxes: CIRMLS shall maintain current records as to all Sentrilock lockboxes, SentiCards and other equipment issued and in inventory. There shall be an audit, at least annually, of all Sentrilock lock boxes and SentiCards, whether issued or in inventory. A fine of \$25.00 per lockbox will be assessed to each Participant who is audited and fails to return unused lockboxes within 48 hours. The Participant shall reimburse CIRMLS for the total cost to replace any Sentrilock lockbox unaccounted for within 30 days of being invoiced by CIRMLS. If the Participant fails to reimburse CIRMLS by the specified date, the Association EVP shall deactivate and terminate all of the Participant's and their Subscriber's SentiCard and access to CIRMLS lockbox service until the Participant has paid the total amounts owed, including all service fees.

18. Authority to Modify Rules, Fees and Fines: CIRMLS shall retain the right to modify the Sentrilock Authorized User Agreement, rules, user fees and fines associated with the CIRMLS lockbox service, from time to time as deemed necessary by the Board of Directors of CIRMLS.

19. Termination:

- a) Participants and Subscribers may terminate the use of the service by returning their Sentrilock lockbox system, lock boxes, SentiCards, and anything associated with the lockbox service to Central Indiana Regional Multiple Listing Service. Non-renewal of CIRMLS membership requires immediate return of Sentrilock lockbox system, lockboxes, SentiCards, and anything associated with the lockbox service to CIRMLS.
- b) CIRMLS may refuse to lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors or MLS, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
- c) CIRMLS may suspend the right of Participant or Subscriber to use lockbox keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board of Directors or MLS, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

20. Lockbox Fees and Penalties:

- a) A user fee may be assessed, per REALTOR® member or approved Affiliate member, for the lockbox service and is set by the CIRMLS Board of Directors. New member's fee will be prorated monthly.
- b) A deposit of \$60.00 for each SentiCard, as set by the CIRMLS Board of Directors, will be established for a new Participant or Subscriber. If at the time of inventory, a card is unaccounted for, or if a SentiCard holder is unable to demonstrate that the card is within their physical control, then the SentiCard will be considered unaccounted for and any funds on deposit will be forfeited to the Association.
- c) SentiCards may not be used by anyone other than the individual to whom the SentiCard has been assigned. Allowing anyone other than an authorized SentiCard cardholder to use their SentiCard may result in a \$250.00 fine.

- d) Any individual who shows a property containing a SentiLock Lockbox must call the listing agent's office and establish a showing appointment (unless specific instructions have been entered on the MLS system under agent remarks indicating no appointment is required). Failure to adhere to this requirement may result in a \$100.00 fine.
- e) Loss of the SentiCard will result in a fee of \$25.00 for the first replacement SentiCard and a \$50.00 fee for each subsequent SentiCard issued.
- f) Defective SentiCard will be replaced by CIRMLS at no cost provided that the defective SentiCard is returned to the Association office and verified to be defective. Failure to appropriately protect the SentiLock Lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox.
- g) Failure to appropriately protect the SentiLock Lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox. There will be a charge of \$99.00 for each lost, stolen or misplaced Lock Box. If the lockbox is found, within 180 days of payment of the box, the \$99.00 fee less 10% will be refunded. If there is an extenuating circumstance in the loss of the Lock Box, the member may make a written appeal to the Central Indiana Regional Multiple Listing Service for consideration of the above charges.
- h) Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing which has been placed in the MLS as an active listing by a different office may result in a \$100.00 fine.
- i) A new Participant office will be charged an activation fee of \$250.00 and will receive a supply of lockboxes and one Card Reader per member, at the Association discretion upon signing the approved Sentrilock Lockbox System Authorized User Agreement.
- j) A new Participant Appraisal Office or approved Affiliate will be charged an activation fee of \$100.00 and will receive one Card Reader, and one SentiCard, upon signing the approved Sentrilock Lockbox System Authorized User Agreement. No lockboxes will be issued.
- k) A new member will be charged an activation fee of \$100.00 and will receive a SentiCard upon signing the approved Sentrilock Lockbox System Authorized User Agreement.
- l) The Participant shall pay any fees associated with the Lockbox service within 30 days of being invoiced by CIRMLS. If the Participant fails to pay CIRMLS by the specified date, the CIRMLS EVP shall deactivate and terminate all of the Participant's and their Subscriber's SentiCard and access to CIRMLS lockbox service until the Participant has paid the total amounts due, including all service and reinstatement fees.

Signature of CIRMLS EVP

Date

Signature of Participant – Principal Broker

Date

Signature of Subscriber – Agent

Date

Company Name: _____

Key #: _____