

# Midlands Multiple Listing Service

## SENTRILOCK USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Midlands Multiple Listing Service (MMLS), REALTORS® Association of Lincoln (RAL),

AND Affiliate Members of the REALTORS® Association of Lincoln or **Great Plains Regional MLS Participant and Subscribers** ('Authorized User') \_\_\_\_\_ (**Name of Authorized User**)

- 1. SMART CARD RECEIPT:** Authorized User acknowledges receipt of a SentiLock Smart Card from MMLS.
- 2. TITLE TO SMART CARD:** Authorized User acknowledges that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock and/or MMLS.
- 3. OWNERSHIP:** The Electronic Lockboxes are the property of MMLS and provided via a subsidized deposit. Failure to return assigned lockboxes will result in a charge equal to the amount of a new lockbox, plus shipping and handling. Authorized User acknowledges Smart Card and PIN Number are leased from SentiLock, and are subject to any and all contractual obligations mandated by SentiLock to maintain Authorized User's ability to participate in the Electronic Lockbox System.
- 4. 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 notifies MMLS, in writing, of termination of this agreement; terminates his/her participation or subscription to the Great Plains Regional MLS; or if Authorized User's ability to participate in the service is terminated by MMLS, RAL or the Great Plains Regional MLS.
- 5. ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only for as long as all of the following conditions, at all times, are fully satisfied:
  - a. The Authorized User shall be an Affiliate Member, in good standing, of RAL or a current Participant or Subscriber to the Great Plains Regional MLS. Authorized User represents and warrants to MMLS that:
    - (i) the Authorized User holds a valid real estate license as a salesperson or broker, if applicable;
    - (ii) the Authorized User is licensed with, and is affiliated as, an employee or as an independent contractor with a firm maintaining membership in the Great Plains Regional MLS, if applicable; and
    - (iii) the Authorized User is a REALTOR® in good standing of a local Board or Association of REALTORS®, if applicable.
  - b. Authorized User shall notify MMLS, in writing, of any change in his/her current company/office affiliation and/or of any change in his/her licensing status within twenty-four (24) hours after such change occurs.
- 6. CARD EXCHANGE BY SENTRILOCK OR MMLS:** SentiLock may, at its discretion, require MMLS to replace the Smart Cards or mobile application used by MMLS and its Authorized Users with replacement Smart Cards or mobile application(s) compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to MMLS unless the exchange is necessary due to Customer negligence.
- 7. CURRENT UPDATE:** Authorized User acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by MMLS, prohibiting further use of the Smart Card until a new update is obtained by placing the Smart Card in a Reader or by another authorized method.
- 8. SENTRIKEY REAL ESTATE MOBILE APPLICATION:** Authorized User acknowledges the rules and regulations contained in this agreement pertaining "SMART CARD" also extend to the download, installation and use of the mobile app(s). and shall be applied interchangeably.
- 9. RETURN OF SMART CARD:** Authorized User Agrees to return the Smart Card in: (1) forty-eight hours of receipt of a request to do so by MMLS or SentiLock, or (2) within five business days after occurrence of any of the following events, whichever is soonest:
  - a. Termination of Membership with RAL or the Great Plains Regional MLS and/or as an Authorized User participant of the SentiLock System.
  - b. Termination of Authorized User's association with the said Participant for any reason.
  - c. Failure of the 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 items number 12 and 13 below.
  - d. In the event of the death of the Authorized User, heirs, assigns, or personal representatives will surrender the Smart Card and all assigned lockboxes to MMLS.

**10. SECURITY OF SMART CARDS, MOBILE APP USER ID, PASSWORD AND PIN NUMBER:** Authorized User acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the Smart Card in Authorized User's possession or in a safe place at all times.
- b. Not to allow his/her personal identification number (PIN) to be attached to the Smart Card or to disclose his/her personal identification number (PIN) to any third party.
- c. NOT TO LOAN THE SMART CARD, MOBILE APPLICATION USER ID, PASSWORD, OR PIN NUMBER TO ANY PERSON FOR ANY PURPOSE WHATSOEVER, OR TO PERMIT THE SMART CARD OR MOBILE APPLICATION TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- d. Not to duplicate the Smart Card or allow any person to do so.
- e. Not to assign, transfer or pledge the rights of the Smart Card.
- f. To notify MMLS within three calendar days of the loss or theft of a Smart Card. The Authorized User shall sign and deliver a statement to MMLS with respect to the circumstances surrounding the loss or theft. MMLS shall charge for the replacement of Smart Cards either lost or damaged.
- g. To follow all additional security procedures as specified by MMLS.

**11. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Authorized Users who:

- a. Have complied with this Agreement and the policies and procedures of MMLS with respect to the SentiLock System.
- b. Pay a fee and/or deposit specified by MMLS to replace a Smart Card lost, stolen, damaged or defective.

**12. DISCIPLINARY ACTION:** Authorized User agrees to be subject to the disciplinary rules and procedures in accordance with Bylaws of RAL for violation of any provision of this Agreement, should such violation also violate the National Association of REALTORS® Code of Ethics. Disciplinary action(s) may include:

- a. Monetary fine.
- b. Suspension of service.
- c. Temporary or permanent forfeiture of an individual's right to participate in the Electronic Lockbox System.
- d. Referral of a complaint by the MMLS Executive Vice President, to the appropriate adjudicating body for a criminal violation or for a violation of the Code of Ethics of the National Association of REALTORS® in accordance with the Professional Standards procedures established in the REALTORS® Association of Lincoln Bylaws and or the MMLS Bylaws.

**13. RULES AND REGULATIONS:** Operation of the Electronic Lockbox System shall at all times be subject to the Lock Box Security Requirements (MLS Policy Statement 7.31) (attached hereto as "Exhibit B" and incorporated herein by this reference) in the NAR MLS Handbook, as well as the Rules and Regulations adopted by MMLS and the Great Plains Regional MLS, as amended from time to time.

**14. REPORTING MISUSE:** In order to maintain the integrity of the Electronic Lockbox System the Authorized User agrees to report to MMLS immediately any action which would violate the terms and conditions of this or any other Lockbox Agreement, or any Electronic Lockbox Agreement, including, but not limited to: loss, loan, alteration or duplication of any electronic Smart Card.

**15. INDEMNIFICATION:** Authorized User agrees to indemnify and hold MMLS, RAL, and all of its respective officers, directors, employees and representatives harmless from any and all loss, cost, expense, claims or demands whatsoever by or against MMLS and RAL resulting from loss, use or misuse of the SentiLock Electronic Lockbox 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.

**16. REIMBURSEMENT:** Authorized User agrees that, in the event that MMLS or RAL shall prevail in any legal action brought by or against the Authorized User to enforce the terms of this Agreement, the 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 MMLS or RAL may be entitled.

**17. 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 Nebraska, and venue shall be Lancaster County, Nebraska.

**18. SEVERALABILITY:** The invalidity or unenforceability of any particular portion or provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**19. DISCLOSURE TO CLIENTS:** A Listing Agent, who is an 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 into MLS, reflecting that a lockbox has been authorized by seller.

**20. AUTHORIZED USER'S RESPONSIBILITIES:**

- a. Real Estate Agents, who are Authorized Users, warrant they maintain a real estate license, are a member of Great Plains Regional MLS and are in fact associated with a Great Plains Regional MLS Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser who is a Participant or Subscriber to Great Plains Regional MLS.
- b. Authorized Users who are acting as a salesperson and whose license is listed with a broker at the Nebraska Real Estate Commission agrees to notify MMLS immediately, in writing, should the Authorized User terminate their relationship with their Broker or should the Authorized User's license be transferred.
- c. Authorized Users who are Affiliate Members of RAL agree to notify MMLS immediately, in writing, should the Authorized User or an Authorized User within their company terminate their relationship with that company.
- d. Authorized User agrees to take all responsible means to notify MMLS, in writing, of their wish to terminate the service. The Authorized User will continue to be charged a service fee until the next billing cycle after written notice of termination is provided to MMLS.
- e. Authorized User agrees that he/she is liable for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the SentiLock User Agreement may result in the loss of SentiLock Smart Card privileges.

**21. AFFILIATE RESPONSIBILITIES:** Affiliate members of RAL obtaining an Affiliate Key Card for purposes of inspections and maintenance agree to abide by the terms of this agreement.

**22. FULL INTEGRATION:** This written contract expresses the entire agreement between Agents and MMLS with respect to SentiLock Smart 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, assigns, and personal representatives of the Participant or Agent.

**23. ADDITIONAL RULES AND REGULATIONS:** By signing this agreement, in addition to the rules and regulations contained in section 13 of this agreement, the Authorized User also agrees to abide by the rules, procedures and fine schedule established in the MMLS Lockbox Policy & Regulations Manual (Attached hereto as "Exhibit A" and incorporated herein by this reference) as may be amended from time to time.

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

Agent \_\_\_\_\_  
(Signature)

Printed Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Email address: \_\_\_\_\_

Brokerage or Affiliate Member Business: \_\_\_\_\_