

rev. 9/04

SENTRILOCK LOCKBOX/KEYCARD SALE AND USE AGREEMENT

This document constitutes an agreement between the Kings County Board of Realtors/Multiple Listing Service ("Association") and MLS participant or subscriber _____ ("Cardholder") regarding the purchase or use by the Cardholder of a keycard ("card") and/or lockbox ("Keybox") and the use by the Cardholder or an electronic Keybox system operated by the Association under license from SentiLock.

WHEREAS:

- A. The Association has contracted with SentiLock to obtain the SentiLock system("System").
- B. The Association is making the System available to its MLS Participants and Subscribers.
- C. The Cardholder has purchased or was issued from the Association a Card and/or Keybox with personal identification number ("Pin").
- D. The Association wishes to make its MLS participants and subscribers ultimately responsible for the purchase and safekeeping of the Keyboxes and Cards.
- E. The Cardholder wishes to use the System.

WITNESSETH:

The Association hereby licenses the Cardholder to use the System on the following terms and conditions:

1. **CARD:** The Association does hereby convey Card/Keybox # _____ and its PIN to Cardholder to be held and used by Cardholder pursuant to this Agreement.
2. **CURRENT UPDATE CODE:** Cardholder acknowledges that the card has an update code and this code expires every thirty one (31)days, prohibiting further use of the card until a new current update is obtained from the Association. Updates will only be issued to Association MLS members in good standing with the Associations MLS.
3. **SECURITY OF THE CARD:** The Cardholder acknowledges that it is necessary to maintain security of the Card to prevent its use by unauthorized persons, consequently, the Cardholder agrees:
 - a) to keep the card in the Cardholders possession or in a safe place at all times;
 - b) to not allow his/her PIN to be attached to the Card;
 - c) to not loan the Card to any person whether or not a real estate licensee, for any personal purpose whatsoever, or to permit the Card to be used for any purpose by any other person;
 - d) to not duplicate the Card or allow any other person to do so;
 - e) to not assign, transfer or pledge this Agreement or the Card;
 - f) to immediately (within 24 hours) notify the Association in writing of the loss or theft of the Card and the circumstances surrounding such loss or theft;

- g) to follow all additional security procedures as specified by the Association;
 - h) to not damage or deface the Card; and
 - i) to immediately (within 24 hours) notify the Association of any changes in company/office affiliation or termination.
4. **STATUS:** The Cardholder must be a valid Association MLS member in good standing of the Associations MLS in order to use the System.
5. **AUTHORIZATION:** The Cardholder will secure written authorization from the owner of any property listed for sale/lease for the installation and use of a Keybox on such property. Extreme care should be taken by the Cardholder to ensure that all doors and windows to the listed property and the Keybox are locked. The Cardholder agrees to disclose that the Keybox is not designed or intended as a security device.
6. **LOST CARD:**
- a) Lost or stolen Cards **MUST** be reported immediately (within 24 hours) to the Association.
 - b) If the Card is lost or stolen the Cardholder agrees that the Card will immediately be deactivated by the Association.
 - c) A notarized lost or stolen Card affidavit must be completed by the Cardholder and participant and filed with the Association prior to and a condition of the issuance of a replacement Card. This affidavit must be notarized or a photo ID is required. Cardholders shall buy replacement Cards at the then current list price. The Cardholder shall abide by any penalties approved by the Association from time to time for the loss of the Card.
7. **DEFAULT:** If the Cardholder fails to observe, keep or perform any obligation or provision of this 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 Card;
 - b) to terminate this Agreement;
 - c) to take legal action against the Cardholder to recover all damages incurred by the Association resulting from such default and/or improper use of the Card; and
 - d) to pursue any other remedy at law or in equity.
8. **INDEMNITY:** The Cardholder 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 improper use by the Cardholder of the Card, Keybox 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 Cardholder or by any other person of the Card, Keybox or System. The Cardholder specifically waives, releases and holds harmless the Association from any actual damage, consequential damages, lost business or any other claim arising out of the use or implementation of the System.

9. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of the MLS of the Association or other policies pertaining to Keyboxes, Cards and the System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. The Cardholder covenants and agrees to comply with the provisions contained herein as well as any reasonable rules and regulations promulgated by the Association and contained within the MLS Rules and Regulations or other regulations (as they relate to Keyboxes, Cards and the System). The Cardholder agrees that violation of this agreement shall constitute a violation of the MLS Rules and Regulations.
10. **WARRANTY:** The Association offers no warranty regarding the use or operation of a Card or Keybox.
11. **FINES:** A fine of \$100.00 per violation will be charged the cardholder on items # 3. A through I and # 6. A through C of this agreement.

I have read this Agreement, and I understand and agree to
comply with its terms and conditions:

DATED: _____, 20____.

CARDHOLDER SIGNATURE: _____

CARDHOLDERS NAME (PRINTED) _____

FIRM NAME: _____ FIRM NO. _____

(Association will supply No.)

BROKERS SIGNATURE _____

BROKERS ADDRESS _____

CITY & ZIP _____

BROKERS LICENSE NO. _____

AUTHORIZED REPRESENTATIVE OF THE ASSOCIATION: _____

DATED: _____

CARDHOLDERS DRIVERS LICENSE # _____

Card # _____

Purchase amount \$ _____ Check# _____