



SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT (“Agreement”)

Upon acceptance of this AUTHORIZED USER AGREEMENT (the “Agreement”) this Agreement will govern my right, as the Authorized User, to use the Lockbox System as hereinafter defined.

Bay Area Association of Realtors (BAAR) and SentiLock, LLC (“SentiLock”) have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System (“Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (“Lockbox”) and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration. Association/Board will offer the Lockbox Services to active Participants and Subscribers of the Association/Board. The parties agree as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox Association/Board provides to and registers to Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other Association/Board approved Authorized User within the terms and conditions set forth in this Agreement.
2. **OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of Association/Board. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
3. **TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of Association/Board’s master agreement with SentiLock; (2) the Authorized User terminates participation with Association/Board; (3) Association/Board terminates this Agreement as provided in Section 9; or (4) the Authorized User terminates this Agreement with written notice to Association/Board. Upon termination of this Agreement for any reason, Authorized User shall surrender his/her usage of the Lockbox System immediately and return all Lockboxes to Association/Board in good condition. Authorized User shall reimburse Association/Board for the cost of any damaged or lost Lockboxes, including any applicable shipping charges.
4. **PAYMENT:** Association/Board shall invoice the Authorized User for Lockbox Services **yearly** or in accordance with Association/Board’s billing policy. Authorized User will be assessed a User Fee for use of the Lockbox System as determined by the Association/Board of Directors. If Authorized User fails to pay the User Fee by the due date, SentiLock may assess a late penalty and/or reactivation fee, and de-activate Authorized User’s service until the fees and late penalty are paid in full.
5. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of SentiLock and Association/Board. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright and trademark rights and that the license to Association/Board is for the purpose of facilitating its members’ ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring

the System or any portion or element thereof. Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes. Any Lockbox registered to Authorized User by Association/Board under this Agreement shall be returned as required by SentiLock or Association/Board. Association/Board may, at its discretion, require Authorized Users to replace the SentiLock Lockboxes with replacement SentiLock lockboxes compatible with the system.

6. **LOSS AND DAMAGE:** Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized User under this Agreement which shall continue in full force and effect. In the event any Lockbox is damaged, Authorized User shall return the damaged Lockbox to Board/Association who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, Authorized User shall reimburse Board/Association for any costs incurred in connection with the repair or replacement of the Lockbox.
7. **DISCLAIMER OF WARRANTIES:** Board/Association is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, Board/Association makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. Board/Association further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from Board/Association's negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it "AS IS".
8. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of Board/Association for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox issued to the Authorized User under this Agreement. Board/Association or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to:
 - a. Violation of Board/Association's Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the State Department of Licensing and Regulatory Affairs and the National Association of REALTORS®;
 - b. Non-payment of fees due, regardless of conduct or other rules;
 - c. Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of Board/Association;
 - d. Allowing access to the Lockbox without Seller's written authorization;
 - e. Criminal activity including property damage and theft from a property secured by a SentiLock lockbox; or
 - f. Dissemination of any information that would jeopardize the security or integrity of the System, property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals.
9. **RECIPROCITY:** If accessing a Lockbox in an MLS or Association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such MLS or Association and be subject to any discipline therein.
10. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold Bay Area 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 Board/Association resulting from loss, use or misuse of the 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. The Authorized User shall promptly notify Board/Association of any claim, and cooperate fully with them in defending or settling any claim.

11. **ASSIGNMENT:** Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by the Board/Association.
12. **REIMBURSEMENT:** Broker and SentiCard Holder agree that in the event BAAR prevails in any legal action brought by or against Broker and/or SentiCard Holder to enforce the terms of this Agreement, Broker and/or SentiCard Holder, as appropriate, may be assessed reasonable attorney's fees in addition to any other relief to which the Court rules BAAR may be entitled.
13. **DISCLOSURE TO CLIENTS:** Prior to installing a Sentrilock on a seller's property and entering the listing into MRIS, SentiCard Holder shall obtain written authorization from the seller to place a Sentrilock on the premises.
14. **PARTICIPANTS RESPONSIBILITIES:**
 - Authorized User shall:**
 - a. Be a licensed real estate broker, associate broker or salesperson or licensed or certified appraiser and shall be a member in good standing of BAAR or other Board or Association of Realtors with which BAAR has a SentiLock Use Reciprocity Agreement.
 - b. Promptly notify BAAR, in writing, of any change in his/her broker affiliation and/or home address.
 - c. Promptly pay all fees, fines and charges in connection with the use of the Sentrilock System.
 - d. Comply with the National Association of Realtors® requirements; as amended from time to time, for use of the SentiLock System to access real property including prior notification of each listing office or listing agent is not required to access the property.
 - e. Comply with all rules and regulations adopted by BAAR; as amended from time to time, relating directly or indirectly to the SentiLock System and Sentrilocks. All such rules and regulations are expressly incorporated by reference herein and made a part of this Agreement.
 - f. Pay such application fee, annual user fees, reactivation fees or such other fees and fines as may be adopted by BAAR from time to time when due.

Broker shall:

- a. Broker warrants that Broker is a licensed real estate broker and is either a member of BAAR or other Board or Association of Realtors® with which BAAR has a valid SentiLock Use Reciprocity Agreement.
- b. Broker warrants that the Authorized User either possesses a valid Maryland real estate license and is affiliated with Broker as a real estate salesperson or is a licensed or certified real estate appraiser affiliated with Broker.
- c. Broker agrees to enforce the terms of the Agreement with respect to the Authorized User.
- d. Broker agrees to promptly notify BAAR in writing should the Authorized User terminate their relationship or should the Authorized User's license be transferred to another office maintained by Broker or to another Broker.

15. **PARTIAL INVALIDITY:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
16. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Authorized User and Board/Association with respect to the Lockbox 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.
17. **AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with Board/Association Rules and Regulations and Lockbox System Policies as may be from time to time amended. A copy of the Board/Association Rules and Regulations and Lockbox System Policies can be found online by logging into the Board/Association website or at the Board/ Association office. I understand that violations of Board/Association Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Service.

Signed this _____ day of _____, 20____ by:

AGENT / Authorized User:

Print Name

Signature

E-mail Address

Cell Phone Number

NRDS ID#

License #

BROKER :

Print Name of Broker or Authorized Representative

Signature of Broker or Authorized Representative

Office NRDS ID#

BAAR :

ACCEPTED BY:

Signature of BAAR Executive Director

Date