

NORTH SHORE - BARRINGTON ASSOCIATION OF REALTORS®
SentriLock Electronic Lockbox Service Fee Agreement

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN THE NORTH SHORE – BARRINGTON ASSOCIATION OF REALTORS® (NSBAR) AND THE UNDERSIGNED REALTOR® MEMBER regarding the lease by the REALTOR® Member of an electronic SentriCard and the use by the REALTOR Member of an electronic lockbox system operated by NSBAR under license from SentriLock, LLC.

WHEREAS:

- A. NSBAR has contracted with SentriLock, LLC to obtain the Electronic Lockbox System (System).
- B. NSBAR is making the System available to REALTOR® Members.
- C. The REALTOR® Member wishes to use the System.

WITNESSETH: NSBAR hereby authorizes the REALTOR® Member to use the System on the following terms and conditions:

1. **SERVICE FEE:** In consideration of the sum of \$140.00 for the 12 month terms, payable in advance each fiscal year.
2. **CURRENT UPDATE CODE:** REALTOR® Member acknowledges that the SentriCard requires an update code and that this code expires every seven days prohibiting further use of the SentriCard until a new current update code is obtained from NSBAR through SentriLock via card reader installed on a PC with valid internet connection. **ONLY REALTOR® Members in good standing at NSBAR or their primary board are able to retrieve an update code through their card reader. If you are a member of a board other than NSBAR, a letter in good standing will be required annually to continue the SentriLock program.**
3. **SECURITY OF SENTRICARD:** The REALTOR® Member acknowledges that it is necessary to maintain security of the SentriCard and to prevent its use by unauthorized persons. Consequently, the REALTOR® Member agrees: _____ (initial here)
 - (a) To keep the SentriCard in the REALTOR® Member's possession or in a safe place at all times;
 - (b) To not allow his/her PIN to be attached to, or with the SentriCard;
 - (c) To not loan the SentriCard to any person whether or not a real estate licensee, to not use the SentriCard for any personal purpose whatsoever or to permit the SentriCard to be used for any purpose by any other person;
 - (d) To not duplicate the SentriCard or allow any other person to do so;
 - (e) To not assign, transfer or pledge this agreement or the SentriCard without the written permission of NSBAR;
 - (f) To immediately notify NSBAR in writing of the loss or theft of the SentriCard and the circumstances surrounding such loss or theft, and to cooperate with the proper authorities in reporting the loss;
 - (g) To not damage or deface the SentriCard, Cardreader, or SentriBox.
 - (h) To get permission from the listing office prior to using the key to enter. Permission is needed EACH time entering.
 - (i) To notify NSBAR if you are no longer a member of your primary board.
4. **AUDIT/INSPECTION OF SENTRICARD:** Upon receipt of written notice, SentriCard holder shall immediately submit the SentriCard for inspection at the NSBAR office at a time designated by NSBAR. **The SentriCard shall be deemed lost if a SentriCard holder refuses or is unable to demonstrate that the SentriCard is within the SentriCard holder's physical control.** Those SentriCards considered by NSBAR, at its discretion, to be lost will be deactivated immediately.
5. **STATUS:** The REALTOR® Member must be a REALTOR® Member in good standing of NSBAR or their primary board in order to use the System. For clarification, the failure to maintain a REALTOR® Member's status as a REALTOR® Member in good standing of NSBAR or their primary board will constitute an event of default under this agreement. Any sales associate or broker NOT currently affiliated with an eligible REALTOR® Member Broker will not be permitted to continue access to the System, even if said associate was previously affiliated with an eligible Broker, leases a SentriCard, or has paid the access fee. When any associate again becomes affiliated with an eligible Broker, system access will be reinstated from that time forward subject to payment of any access fee for the then current service period.

6. **AUTHORIZATION:** The REALTOR® Member will secure written authorization from the owner of any property listed for sale for the installation and use of a Keybox on such property. Extreme care should be taken by the REALTOR® Member to ensure that all doors to the listed property and the Keybox are locked. The REALTOR® Member agrees to disclose that the Keybox is not designed or intended as a security device. Realtors shall **not** provide access to listed property on terms other than those established by the owner or the listing broker.

7. **LOST SENTRICARD:** If the SentiCard is ever damaged, destroyed, lost or stolen, the REALTOR® Member agrees to notify NSBAR immediately. At that time, the SentiCard will be deactivated by NSBAR and a \$25.00 replacement fee will be billed to the REALTOR® Member, should he/she require a replacement card.

8. **DEFAULT:** If the REALTOR® Member fails to observe, keep or perform any obligation or provision of this agreement, NSBAR in addition to any specific rights set out herein, shall have the further right to exercise any and all of the following:

(a) To deactivate the SentiCard;

(b) To terminate this agreement;

(c) To take legal action against the REALTOR® Member to recover all damages incurred by NSBAR resulting from such default and/or improper use of the SentiCard;

(d) To pursue any other remedy at law or in equity.

9. **INDEMNITY:** The REALTOR® Member agrees to indemnify and hold NSBAR harmless from any and all liability, obligation or demands against NSBAR arising out of the loss or improper use by the REALTOR® Member of the SentiCard, Lockbox or SentiLock System, including but not limited to any and all liabilities including lawyers fees incurred by NSBAR as a result of damage or injury to premises or persons arising out of the use by the REALTOR® Member or by any other person of the SentiCard, Keybox, or System. The REALTOR® Member specifically waives releases and holds harmless NSBAR from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the System.

10. **REIMBURSEMENT:** SentiCard holder agrees to reimburse NSBAR for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against SentiCard holder as a result of SentiCard holder's failure to act in accordance with this Agreement. In the event NSBAR commences legal proceedings against SentiCard holder to enforce or interpret any of the provisions of this agreement, REALTOR® Member agrees to pay all costs incurred together with reasonable attorney's fees as determined by the court both at trial and on any appeal. Sentrilock subscribers whose primary board is not NSBAR are required to provide a valid credit card for autopay of Sentrilock associated fees.

11. **RULES AND REGULATIONS:** Those portions of the rules and regulations of NSBAR or other regulations pertaining to SentiCards, Lockboxes and the SentiLock System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. The REALTOR® Member agrees to comply with the provisions contained herein as well as any and all reasonable rules and regulations promulgated by NSBAR and contained with the MRED rules and regulations or other regulations (as they relate to SentiCards, Lockboxes, and the SentiLock System) from time to time amended. The REALTOR® Member agrees that violation of this agreement shall constitute a violation of the rules and regulations of NSBAR. **NSBAR may NOT sell the SentiLock System Services to affiliates or non members of a local board** as the current agreement between NSBAR and SentiLock prohibits it.

12. **TERMINATION:** 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, fails to make payment or fails to observe, keep or perform any obligation or provision of this agreement. Authorized user shall have the right to terminate the SentiLock service at any time by giving prior written notice to NSBAR effective upon receipt authorized user's liability for termination of this service shall be the cost of the remainder of the term. No refunds will be given for termination or cancellation.

13. **IN RESULT OF DEATH:** Agent's heirs or estate will retain ownership of all agents owned lockboxes. If the heirs/estate choose to transfer the lockboxes to another agent a Sentrilock transfer request forms must to completed by both parties.

I understand that by providing my mailing address, email address, telephone number, or fax number, I consent to receive communications sent by or on behalf of the North Shore – Barrington Association of REALTORS® (and its subsidiaries and affiliates) via regular mail, email, telephone, or fax. I understand that NSBAR will not share my address/email/telephone/fax with other organizations but will share my address/email/telephone/fax with other members of NSBAR.

PLEASE NOTE: Violations of SentiLock security rules will incur fines up to \$5000.00.

Please follow the security rules and regulations

NORTH SHORE - BARRINGTON ASSOCIATION OF REALTORS® RECEIPT & MEMBER'S ACKNOWLEDGEMENT & ACCEPTANCE OF SERVICE FEE RULES

PLEASE PRINT CLEARLY

Member Name (Last Name, First Name): _____, _____

Member ID: _____ Office Name: _____ Office ID: _____

PIN Number for your Smart Card (choose 4 non-repeating digits): _____ Phone _____

By signing this agreement you agree to, upon termination of membership to NSBAR, return all free equipment within 5 days, or purchase equipment, at original cost, to release obligation. A requested letter in good standing will only be provided when this agreement stipulation has been met. If equipment is damaged you must purchase all pieces.

Member Signature: _____ Date: _____

OFFICE USE ONLY

SentiCard serial # _____

Card Reader serial # _____

SentiLock Box Serial Numbers: _____
(if applicable) _____