

Northeastern Michigan Board of REALTORS®

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE: Northeastern Michigan Board of REALTORS® ("NEMBOR"),

AND NEMBOR'S PARTICIPANT MEMBER (known as 'Authorized User') _____
(Name of Participating **Broker** and Company)

AND PARTICIPANT'S LICENSEE ('Authorized User' or 'Agent') _____
(Name of **Agent**)

1. SMART CARD RECEIPT: Participant and Agent acknowledge receipt of a SentiLock Smart Card from the Northeastern Michigan Board of REALTORS®.

2. TITLE TO SMART CARD: Participant and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the Northeastern Michigan Board of REALTORS®.

3. CARD EXCHANGE BY SENTRILOCK OR NEMBOR: SentiLock may at its discretion require NEMBOR to replace the Smart Cards used by NEMBOR and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to NEMBOR unless the exchange is necessary due to Customer negligence.

4. CURRENT UPDATE: Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by NEMBOR, prohibiting further use of the Smart Card until a new update is obtained from NEMBOR by placing the Smart Card in an NEMBOR Card Reader or by another authorized method.

5. 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 terminates Membership with NEMBOR and returns the Smart Card to NEMBOR.

6. RETURN OF SMART CARD: Participant and Agent agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by the NEMBOR or SentiLock or (2) within five working days after occurrence of any of the following events:

- a. Termination of a Participant as a Participant in the NEMBOR/MLS.
- b. Termination of Agent's association with the said Participant for any reason.
- c. Failure of the Participant/Agent 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 paragraph 7 below.
- d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the Smart Card to NEMBOR.

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

8. REPLACEMENT SMART CARDS: Replacement Smart Cards will be issued to Agents who:

- a. have complied with this Agreement and the policies and procedures of NEMBOR with respect to the SentiLock System.
- b. pay a fee and/or deposit specified by NEMBOR to replace a Smart Card lost, stolen, or damaged. Any previous Risco users will get one replacement card at no charge if Risco deposit was not returned. Any replacement cards after that will have a replacement fee of \$25. New users to the Sentrilock System will pay \$25 for replacement cards. Sentrilock boxes will be replaced at actual cost by all users.
- c. Stolen/Lost/Unaccountable – A stolen, lost, or unaccountable Sentrilock key card must be reported to the Association within 48 hours. The Participant who has co-signed the Sentrilock Smart Card Authorized User Agreement must be notified as well.

9. DISCIPLINARY ACTION: Participant and Agent agree to be subject to the disciplinary rules and procedures for violation of any provision of this Agreement, improper use of the Sentrilock System, and/or disregard of showing instructions. Discipline may include the following:

1 st offense	\$100 fine and letter of reprimand
2 nd offense	\$200 fine, letter of reprimand, deactivate Sentrilock Smart Card/app for 30 days
3 rd offense	surrender of Sentrilock Smart Card

All improper use should be reported to the Board Office **IN WRITING**. Above action will be taken after a personal interview and review by the Board of Directors.

Noncompliance with Rules: For failure to pay any services charges or fees as of the date due, Sentrilock System access shall be suspended and remain suspended until all service charges or fees are paid in full.

The Northeastern Michigan Board of REALTORS® may refuse to lease Sentrilock Smart Cards, may terminate existing Sentrilock System User Agreements, and may refuse to activate or reactivate any Sentrilock Smart Card/app held by an individual convicted of a felony or misdemeanor, if the crime, in the determination of the Board of Directors, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determination include, but are not limited to:

- a) The nature and seriousness of the crime.
- b) The relationship of the crime for the purposes for limiting Sentrilock System accesses.
- c) The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
- d) The extent and nature of past criminal activity.
- e) Time since criminal activity was engaged in.
- f) Evidence of rehabilitation while incarcerated or following release, and
- g) Evidence of present fitness

Additional Improper Usages: Sentrilock System users shall use extreme care to ensure that all doors to the listed property are locked and that the Sentrilock product is properly secure with key properly stored inside. **IF YOU ACCESS A SENTRILOCK BOX AND FIND THE PROPERTY'S KEY MISSING OR THAT THE PROPERTY IS UNLOCKED OR DAMAGED, YOU ARE REQUIRED TO NOTIFY THE LISTING OFFICE IMMEDIATELY TO AVOID ANY APPEARANCE THAT THESE ACTIONS OCCURRED DURING YOUR VISIT AND TO GIVE THE LISTING OFFICE THE OPPORTUNITY TO CORRECT THE PROBLEM AND SAFEGUARD THE PROPERTY. IF UNABLE TO CONTACT THE LISTING OFFICE, CALL THE BOARD OFFICE TO REPORT THE INCIDENT WITH TIME OF OCCURANCE.**

10. INDEMNIFICATION: Participant and Agent agree to indemnify and hold NEMBOR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against NEMBOR resulting from loss, use or misuse of the SentiLock 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.

11. REIMBURSEMENT: Participant and Agent agree that, in the event that NEMBOR shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the NEMBOR may be entitled.

12. 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 Michigan and venue shall be the county in which the Participant and/or Agent reside.

13. PARTIAL INVALIDITY: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

14. DISCLOSURE TO CLIENTS: The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is entered into the MLS, reflecting that a lockbox has been authorized by seller.

15. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Member of NEMBOR and Participant of the Northern Great Lakes REALTORS® MLS ("NGLR MLS").
- b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the NEMBOR/NGLR MLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.
- d. Participant agrees to notify NEMBOR immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Agent's Smart Card or cause Agent to return Smart Card to NEMBOR.

The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Agent does not return the Smart Card, Participant agrees to furnish NEMBOR with copies of written correspondence of all attempts made to obtain said Smart Card.

f. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of NEMBOR Smart Card privileges and, further, could cause NEMBOR to recall all Smart Cards issued to the Participant and the Participant's Agents.

16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, Agents and NEMBOR 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 and personal representatives of the Participant or Agent.

DATED: _____

BY _____ of Northeastern Michigan Board of REALTORS®

Agent _____

Participant (Broker) _____