

Humboldt Association of REALTORS®

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE HUMBOLDT ASSOCIATION OF REALTORS® (HAR/MLS),

AND **MLS PARTICIPANT** (known as 'Authorized User') _____

(Name of MLS Participating **Broker & Company**)

AND **MLS 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 MLS.
- 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 MLS.
- 3. CARD EXCHANGE BY SENTRILOCK OR MLS:** SentiLock may at its discretion require the MLS to replace the Smart Cards used by the MLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to the MLS 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 the MLS, prohibiting further use of the Smart Card until a new update is obtained from the MLS by placing the Smart Card in an MLS 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 the MLS and returns the Smart Card to the MLS.
- 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 MLS 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 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 MLS.
- 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 the MLS within three days of the loss or theft of a Smart Card. The Participant/Agent shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of Smart Cards either lost or damaged.
 - g. To follow all additional security procedures as specified by the MLS.
- 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 the MLS with respect to the SentiLock System.
 - b. pay a fee and/or deposit specified by the MLS to replace a Smart Card lost, stolen, damaged or defective.
- 9. DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the Participant or Agent's right to be issued a Smart Card.

10. INDEMNIFICATION: Participant and Agent agree to indemnify and hold the MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the MLS 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 the MLS 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 MLS 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 California, 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 inputted to 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 Participant of HAR.
- 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 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 the MLS 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 MLS. 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 the MLS 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 MLS Smart Card privileges and, further, could cause the MLS 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 the MLS 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 Authorized HAR Staff: _____

Agent: _____

Broker: _____