

**LOCKBOX SERVICES RULES AND REGULATIONS  
MID-ATLANTIC REALTY SERVICES, INC.**

**Section I  
Authorized Users**

- (A) Any individual who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, and every nonprincipal broker, sales licensee, unlicensed personal assistant or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of Mid-Atlantic Realty Services, Inc. (MARS) subject to their execution of a MARS/SentriLock Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with MARS and their agreement to abide by the rules and regulations of MARS and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of MARS.
- (B) Affiliate members of a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, shall be eligible to subscribe to and use the lockbox services of MARS, provided: 1.) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections; 2.) a duly authorized principal or officer of the firm for which Affiliate member performs such services; executes the appropriate MARS/ SentriLock Authorized User Agreement; 3.) the Affiliate member agrees to abide by the Rules and Regulations of MARS and to pay all required fees, fines and recurring costs in connection with Affiliate’s subscription to the lockbox services of MARS; and 4.) The Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and/or the owner and only at the scheduled date and time as directed by the listing agent and the owner.
- (C) Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of MARS, on the same terms and conditions as non-principal brokers and sales licensees provided: 1) the unlicensed personal assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the designated REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services executes the appropriate MARS/SentriLock Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of MARS and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant’s subscription to the lockbox services of MARS; and 4) the unlicensed personal assistant agrees that the unlicensed personal assistant shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and the unlicensed personal assistant shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.
- An unlicensed personal assistant, in accordance with guidelines as adopted by the Maryland Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.**
- (D) Non-member licensed contractors or inspectors shall only be eligible for limited use of the lockbox services of MARS provided: 1) the non-member licensed contractor or inspector is under the direct supervision of a designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant, at least one of whom is a subscriber and authorized user of the lockbox services; 2) the licensed designated REALTOR®/Participant, or the licensed designee of the

designated REALTOR®/Participant has obtained the written consent of the property owner to authorize the use of a lockbox programmed for specialized access codes, including but not limited to contractor codes.

- (E) Any individual required or permitted by law, or by the established policies of the National Association of REALTORS®, as amended from time to time, to access and use the services of MARS without holding REALTOR® membership in a local Board/Association, including members in good standing of the Real Estate Brokers of Baltimore City (Realtist) and individuals holding a valid Maryland real estate license as a broker, associate broker or salesperson, shall be eligible to subscribe to and use the services of MARS without the requirement of holding REALTOR® membership in a local Board/Association of REALTORS®.

## **Section II Rules and Regulations**

The following rules and regulations shall apply to all subscribers and users of the MARS lockbox services. Subscribers and authorized users of the lockbox services shall:

1. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant or licensed appraiser.
2. Use the SentiKey® real estate app only for the purpose of gaining authorized entry into real property upon which a system lockbox has been installed.
3. Enter into real property from which a system lockbox has been installed only with the prior knowledge and/or expressed consent of the listing agent.
4. Notify MARS, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation.
5. Adhere strictly to the terms and conditions of the MARS/SentriLock Authorized User Agreement.
6. Pay all fees, charges, fines and recurring user fees as established from time to time by MARS when due.
7. Not disclose his/her personal identification number (PIN) to any person.
8. Not assign, transfer or pledge the license and use of the SentiKey® real estate app.
9. Not change or alter the Entry Codes through any other electronic lockbox system provider. All changes to Entry Codes shall be made solely and exclusively by and through MARS.
10. Strictly adhere to the rules and regulations as may be adopted by MARS from time to time with respect to the SentiKey® real estate app or any other aspect of the system.
11. Not permit anyone other than the authorized user himself/herself to use the SentiKey® real estate app or his/her PIN for any reason.
12. Attend an instructional meeting on the operation and use of the SentiKey® real estate app as required by MARS from time to time.
13. Pay all fees, fines and charges in connection with the use of the SentiKey® real estate app and the System.

14. Comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a lockbox system, including notification of each listing office or listing agent of the Authorized User's intention to enter the property through the use of the lockbox. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office. The Board of Directors of MARS shall have the right, in its sole and absolute discretion, to deactivate or refuse to activate the SentriKey® real estate app to any applicant or subscriber who has been or subsequently is arrested or convicted of a felony or misdemeanor crime (other than traffic misdemeanor offenses) in accordance with the Lock Box Security Requirements (Policy Statement 7.31) of the NAR Handbook on Multiple Listing Policy, as amended from time to time.
15. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the lockbox on any property.
16. Comply fully with the terms and conditions of the Master Agreement by and between the Regional Lockbox Consortium, Inc., and MARS with SENTRILOCK, LLC, as amended from time to time.
17. Notify MARS, in writing, promptly upon the arrest or conviction of subscriber or authorized user for any felony or misdemeanor crime (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction.
18. Maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent.
19. Not obtain, possess, use or otherwise share the Personal Identification Number (PIN) of another authorized subscriber or authorized user.

### **Section III Fines and Penalties**

An authorized subscriber or user of the lockbox system of MARS who violates any rules and regulations of MARS as set forth above, except for the payment of fees, shall be subject to the imposition of a fine or penalty for each violation in such amount not to exceed \$15,000.00 as established by the Board of Directors of MARS from time to time, in accordance with the below schedule of fines and penalties.

An authorized subscriber or user of the lockbox system of MARS who is found to have violated the rules and regulations as herein set forth on more than two occasions during a calendar year shall be subject to the automatic revocation of their rights and privileges to access and use the services of MARS.

An authorized subscriber or user of the lockbox system of MARS shall pay a 10% late charge on all fees, charges, fines, recurring user fees and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

## SCHEDULE OF FINES AND PENALTIES

In accordance with the Rules and Regulations of Mid-Atlantic Realty Services, Inc., fines and penalties have been established to safeguard the integrity of the MARS lockbox system.

First Offense *	Up to \$15,000.00
Second Offense*	Up to \$15,000.00
Third Offense	Termination of Service
Appeal filing fee	\$250.00

\*Fines for Brokers, Office Managers and Team Leaders shall be doubled, but not to exceed the amount allowed by NAR policy.

In addition to any fine as set forth above, a Participant or Authorized User who violates the MARS Rules and Regulations may also be required to attend a non CE training program on the MARS Rules and Regulations at such time and location as established by MARS and to complete such training program within a specified time period or be subject to suspension or termination of SentriKey® real estate app services until such program is completed.

Unless otherwise stated, a 10% late fee shall be charged on all fees, charges, fines, recurring user fees, and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees, and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

Disclaimer: The Board of Directors of Mid-Atlantic Realty Services, Inc. reserves the right, in its sole discretion, to amend these Rules and Regulations, including the Schedule of Fines and Penalties, without prior written notice to any authorized subscriber or authorized user. Once amended, a copy of the amendment(s) will be emailed to all subscribers and authorized users. Subscribers and authorized users hereby acknowledge that it is and shall be their individual duty and obligation to promptly notify their Board of any changes in their email address and to read and comply with such amendment(s), as adopted from time to time, and that any failure to do so shall not mitigate any subsequent violation of the MARS Rules and Regulations, or any fines or penalties imposed as a result of such violation, based upon any claim or assertion that the subscriber and/or authorized user did not receive or did not know that such amendments were made.

I hereby acknowledge receipt of the current MARS Rules and Regulations. I understand that such Rules and Regulations may be amended by MARS from time to time and that it is my sole obligation to read the MARS Rules and Regulations as received by me today as well as in the future.

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SentriKey® real estate app User's Signature (Acknowledging Receipt)

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Date