

# **MID-ATLANTIC REALTY SERVICES, INC. / SENTRILOCK AUTHORIZED USER AGREEMENT**

THIS AGREEMENT IS ENTERED INTO BY MID-ATLANTIC REALTY SERVICES, INC. (MARS),

AND the undersigned Agent/SentriKey® real estate app subscriber hereinafter referred to as (“Authorized User”)

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(Name of Agent/SentriKey® real estate app subscriber)

**1. SENTRIKEY® REAL ESTATE APP RECEIPT:** Authorized User acknowledges receipt of access to the SentriKey® real estate app from MARS.

**2. PAYMENT OF FEES AND LICENSE TO USE:** In exchange for payment of the initial service fee, plus applicable State sales tax, Authorized User is hereby granted, subject to the terms and conditions of this Agreement, a personal, revocable, non-exclusive and non-transferable license (which shall be revocable at will by SentriLock, LLC or MARS), to the SentriLock System, the SentriKey® real estate app and the Entry Codes in order to access properties in the geographic area currently served by MARS, the Bright MLS and those geographical areas served by another or other Board(s) or Association(s) of REALTORS®, including those Board(s) and Association(s) with which MARS has entered into a written reciprocal electronic lock box agreement, and the multiple listing services owned and operated by such Board(s) or Association(s). Access by Authorized User, at all times, shall be made solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee or certified or licensed appraiser. Authorized User shall use the SentriKey® real estate app only for the purpose of gaining authorized entry into real property upon which a SentriLock box has been installed in those geographic areas as defined herein where the Authorized User is authorized to access the System.

**3. ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only for so long as all of the following conditions, at all times, are fully satisfied:

**A.** The Authorized User shall be a Member in good standing of either the Greater Baltimore Board of REALTORS®, Inc., Carroll County REALTORS®, Inc., the Harford County Association of REALTORS®, Inc., the Howard County Association of REALTORS, Inc. and/or any other Board or Association of REALTORS® which owns stock in MARS (hereinafter referred to collectively as “the Associations”) or a Member in good standing of another or other Board or Association of REALTORS®, including those Board(s) and Association(s) of REALTORS® with which MARS has entered into a written reciprocal electronic lock box agreement. The Authorized User represents and warrants to MARS that (i) the Authorized User holds a valid real estate license as a salesperson, broker, associate broker, and/or is licensed or certified as an appraiser; (ii) the Authorized User is a REALTOR® in good standing of a local Board or Association of REALTORS®; or is a member in good standing of the Real Estate Brokers of Baltimore.

**B.** The Authorized User shall notify MARS, in writing, of any change in his/her current company/office affiliation.

**C.** If at any time the Authorized User is not in compliance with A or B above, then the Authorized User shall so notify MARS in writing within twenty-four (24) hours after such event of noncompliance first occurs.

**D.** Affiliate members of a local Board/Association of REALTORS® shall be eligible to subscribe to and access the System as an Authorized User and to receive the Entry Codes licensed hereunder, 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, contractors licensed to perform home improvements; 2.) the Affiliate member agrees to abide by the Rules and Regulations of MARS, which expressly are incorporated herein by reference as if fully set forth, 3.) the Affiliate member agrees 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 the owner and only at the scheduled date and time as directed by the listing agent and the owner.

**E.** 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 assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) the unlicensed personal assistant agrees to abide by the Rules and Regulations of MARS, which expressly are incorporated herein by reference as if fully set forth, 3) the unlicensed personal assistant agrees 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.**

**F.** 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, specifically 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®.

**4. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date of the execution of this Agreement and shall continue unless sooner terminated as herein provided. The term of this Agreement shall also terminate on the date the license hereby granted is revoked by MARS or SentiLock, LLC; or the Authorized User shall fail to satisfy any or all of the requirements of this Agreement.

**5. REVOCATION OF LICENSE:** The license to use the SentiKey® real estate app to access the SentiLock System under this Agreement shall be terminated by MARS or SentiLock, LLC and effected by deactivating the SentiLock account upon the occurrence of any one or more of the following events:

**A.** Failure to comply with any or all of the eligibility requirements as set forth in Paragraph 3 above;

**B.** Failure of the Authorized User to perform in accordance with any and/or all terms and conditions set forth in this Agreement, including, but not limited to, the provisions for security in paragraph 6 below and the Rules and Regulations of MARS as provided in Section 7 below;

**C.** The non-payment of any fees, fines or other sums owed by Authorized User as established from time-to-time by MARS and/or SentiLock, LLC, pursuant to Paragraphs 7, 8, 9 and/or 10H of this Agreement;

**D.** Notification from MARS that the System is being changed, altered or terminated, in the sole and absolute discretion of MARS, provided, however, that MARS shall first give ninety (90) days written notice of such change, alteration or termination;

**E.** Any event deemed by MARS, in its sole and absolute discretion, to affect the security of the System or any SentiLock Box;

**F.** Upon the arrest or conviction of Authorized User for any felony or misdemeanor crime, if the crime, in the sole and absolute determination of MARS, relates to the real estate business or places customers, clients, or other real estate professionals at the risk of physical harm and/or property loss or damage.

**6. SECURITY OF SENTRIKEY® REAL ESTATE APP:** Authorized User acknowledges that it is necessary to maintain security of the SentiKey® real estate app to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

A. To not disclose to any third party his/her personal identification number (PIN).

B. To not permit the SentiKey® real estate app to be used for any purpose whatsoever by any other person.

C. To 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.

D. To not sell, assign, distribute, provide access to, reverse engineer, decompile, modify, disclose or otherwise transfer or pledge the rights of the SentiKey® real estate app.

E. To strictly adhere to the terms and conditions of this Agreement and such additional rules, regulations and security procedures as may be adopted by MARS from time to time with respect to the SentiKey® real estate app and any other aspect of the System.

**7. VIOLATIONS/DISCIPLINARY ACTION:** Authorized User agrees to abide by and be subject to the MARS Rules and Regulations, as amended from time to time, and any and all disciplinary action as provided under such Rules and Regulations and/or for violation of any provision of this Agreement. In addition to any and all remedies under this Agreement, if Authorized User allows the use of the SentiKey® real estate app by unauthorized persons or otherwise adversely affects the System security, Authorized User shall be subject to such fines and penalties as are established by MARS pursuant to the applicable rules and regulations of MARS, as amended from time to time, and in accordance with the established policies of the National Association of REALTORS®, Inc., as amended from time to time. Discipline may include a fine not to exceed \$15,000.00; a required attendance at a training non-CE program conducted at a designated time and location; suspension and/or termination of SentiKey® real estate app privileges for a specified period of time or a permanent forfeiture of the Authorized User's right to use the SentiKey® real estate app and/or any combination of the described disciplinary actions.

**8. INDEMNIFICATION:** Authorized User agrees to indemnify and hold MARS, the Associations and all of their respective officers, directors, employees and agents harmless from and against any and all liability, loss, costs, expenses, claims or demands whatsoever by or against MARS 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, death or injury to property or persons arising out of entry by any person into or onto any premises by use of the SentiLock System. Participant and Authorized User hereby waive and release any and all claims against MARS and any of the Associations which own stock in MARS, their respective officers, directors, employees and agents for any and all loss or damage resulting from the use or inability to use the SentiKey® real estate app, including any deactivation of the SentiKey® real estate app by MARS as herein provided. The provisions of this Paragraph 8 shall survive the expiration or termination of this Agreement.

**9. REIMBURSEMENT:** Authorized User agrees to reimburse MARS upon demand for any and all expenses incurred in attempting to enforce any or all terms and conditions of this Agreement against Authorized User as a result of Authorized User's failure to act in accordance with the terms and conditions of this Agreement. In the event MARS shall commence legal proceedings against Authorized User to enforce or interpret any of the provisions of this Agreement, Authorized User agrees to pay all costs incurred, including reasonable attorney's fees, as determined by the court, both at trial on the merits and on appeal, if any.

**10. AUTHORIZED USER RESPONSIBILITY:** Authorized User agrees:

- A. Never to permit anyone other than the Authorized User himself/herself to use the SentiKey® real estate app or his/her PIN for any reason;
- B. To attend an instructional session on the operation and use of the SentiKey® real estate app as required by MARS from time-to-time;
- C. To provide the necessary mobile device, Internet connection, computer hardware and non-SentiLock supplies software for communication with the System.
- D. To notify MARS within 48 hours of any change in his/her Maryland real estate license, Board membership, firm affiliation or termination;
- E. To comply with National Association of REALTORS® requirements (as amended from time to time) 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 SentiLock box. 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.
- F. To comply with all Rules and Regulations adopted by MARS, as from time-to-time amended, relating, directly or indirectly, to the SentiLock System and SentiKey® real estate app which are expressly incorporated by reference herein and made a material term of this Agreement as though fully set forth herein.
- G. Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing properties in their geographic areas.
- H. To pay such activation and hardware fees, annual service fees, re-activation fees and other such fees and fines as shall be adjusted and adopted from time to time by MARS as provided in this Agreement and as charged by MARS or charged by SentiLock directly to Authorized User on behalf of MARS.
- I. To notify MARS promptly, in writing, upon the arrest or conviction of Authorized User for any felony or misdemeanor (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction. Authorized User represents and warrants, as of the date of this Agreement, that Authorized User has not been previously arrested for or convicted of any felony or misdemeanor crime (other than traffic misdemeanor offenses).

**11. PROPERTY OWNER/SELLER AUTHORIZATION:** The Authorized User must secure specific written authorization from the owner/seller(s) of the property prior to the installation or use of a SentiLock box on any property and before the listing is entered into the MLS, reflecting that a SentiLock box has been authorized by owner/seller(s).

**12. FAILURE TO COMPLY:** Any failure of the Authorized User to comply with any of the terms and conditions of this Agreement shall constitute an event of material default hereunder. In the event of such default, MARS shall have the absolute right, without prior notice to Authorized User, to interrupt or terminate access to the System, including deactivation of the SentiKey® real estate app, without any liability whatsoever to the Authorized User or any third persons. Authorized User expressly waives any and all damages incurred or alleged to have been incurred as a consequence, direct or indirect, of such access termination by MARS.

**13. NO WARRANTY:** MARS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SENTRIKEY® REAL ESTATE APP, THE SYSTEM OR ANY SENTRILOCK BOX. WARRANTY CLAIMS BY AUTHORIZED USER SHALL BE MADE SOLELY AGAINST SENTRILOCK, LLC AND WILL BE HANDLED THROUGH MARS (SOLELY AS A CONVENIENCE TO THE AUTHORIZED USER), WHICH SHOULD BE CONTACTED WHEN A PROBLEM WITH THE EQUIPMENT IS EXPERIENCED. AUTHORIZED USER SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE SCOPE OF ANY WARRANTY PROVIDED BY SENTRILOCK.

**14. NO CONSEQUENTIAL DAMAGES:** MARS shall not be liable to the Authorized User for any special, indirect, incidental or consequential damages for any loss of use, loss of profit or any other loss of any kind which may arise from the use of the System by the Authorized User or from defects in any SentiLock box.

**15. 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 the State of Maryland, and venue shall be the county in which the Authorized User resides.

**16. 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.

**17. COMPLETE AGREEMENT:**

This written contract expresses the entire agreement between Authorized Users and MARS with respect to the SentiLock SentiKey® real estate app 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. This Agreement may be amended only in writing, signed by all parties hereto.

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Authorized User Name (please print)                      Primary Board/Association                      \_NRDS# / M1#                      Maryland Permanent License#

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E-Mail Address                      Firm Name & Address                      Contact Phone Number (Office, Cell)

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Signature of Authorized User                      Date \_\_\_\_\_