



Kent County Association of REALTORS®
SENTRILOCK LOCKBOX SYSTEM® AUTHORIZED USER AGREEMENT

The Kent County Association of Realtors® (“KCAR”), and SentiLock, LLC (“SentiLock”) have contracted under separate agreements for the leasing of SentiLock lockboxes (Lockboxes) and the use of the Sentrilock Lockbox System (Lockbox System) including the Lockbox System® Mobile Application and any other applications as Sentrilock may make available to KCAR under the separate agreements for managing of the Lockbox System. KCAR will offer the Lockboxes to active Principals, as defined below, and offer use of the Lockbox System to Authorized Users under the terms set forth in this User Agreement.

Principal is defined as a Delaware (“DE”) Licensed Real Estate Broker, Affiliate Owner/Manager, or the Owner of a Company licensed in DE to provide Appraisal or Home Inspection Services.

Authorized User is defined as any REALTOR® Member of KCAR in good standing, Approved Reciprocal User, Approved Affiliate User or KCAR Lockbox Only Member.

KCAR Lockbox Only Members are DE Licensed Appraisers and DE Licensed Home Inspectors working under an Authorized Principal OR DE Licensed Real Estate Agents, Administrative Assistants and Office Staff working under the supervision of a DE Licensed Real Estate Broker.

IT IS HEREBY AGREED BETWEEN KCAR AND Principal and Authorized User:

1. **USE:** Principal and Authorized User may use the Lockbox System in connection with Authorized User’s normal and customary real estate activities within the terms and conditions set forth in this Agreement. Lockboxes will only be distributed to Principals of DE Licensed Real Estate Brokerages that are current Members of KCAR.
2. **OWNERSHIP:** Lockboxes are the sole and exclusive property of KCAR, as outlined in the separate agreement by and between KCAR and SentiLock. Principal will have no right, title, or interest in any Lockbox, except as expressly provided within this Agreement.
3. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockboxes are the sole property of SentiLock and KCAR. SentiLock has patent, copyright, and trademark rights and that the license to KCAR is for the purpose of facilitating Authorized User’s ability to conduct real estate services. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing, or otherwise transferring the Lockbox System or any portion or element thereof. Principal and Authorized User shall use the Lockbox System in a manner to comply with and conform to all national, state, and local laws and regulations relating to the possession, use or maintenance of the Lockboxes. Any Lockbox distributed to Principal will be returned to KCAR as required by SentiLock or KCAR.
4. **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 KCAR or KCAR terminates this Agreement as provided in Section 7. Upon termination of this Agreement, Authorized User shall surrender their usage of the Lockbox System immediately. **Authorized User acknowledges that if Principal’s Membership is terminated, for any reason, such termination will automatically terminate Authorized User’s Agreement simultaneously.** Upon Principal’s termination, Principal will immediately return all Lockboxes to KCAR and reimburse KCAR for loss and/or damage to Lockboxes, as provided in Section 5.
5. **LOSS AND/OR DAMAGE:** Principal assumes and shall bear all risk of loss and/or damage of Lockboxes distributed to Principal. In the event of damage to Lockbox, Principal will return Lockbox to KCAR who shall submit it to Sentrilock for repair or replacement under Sentrilock warranty. In the event Sentrilock warranty does not cover repair or replacement, Principal will reimburse KCAR, in full, for replacement, including all shipping of Lockbox. Such reimbursement will be due upon receipt of the invoice by KCAR.
6. **DISCLAIMER OF WARRANTIES:** KCAR is not the manufacturer, supplier or dealer of any SentiLock System or Lockbox. KCAR makes no warranties, express or implied, regarding the fitness, merchantability, design, condition, capacity, performance or any other aspect of the Lockbox System or Lockbox.

7. **PRINCIPAL AND AUTHORIZED USER RESPONSIBILITIES:** Principal and Authorized User acknowledge that it is necessary to maintain security of the Lockbox System to prevent its use by unauthorized persons. Consequently, Principal and Authorized User agree:

- a. TO NOT SHARE LOCKBOX SYSTEM LOGIN CREDENTIALS, INCLUDING PIN NUMBER, WITH ANY PERSON FOR ANY PURPOSE WHATSOEVER.
- b. To notify KCAR within five business days of CHANGE OF BROKERAGE utilizing the change form provided by KCAR.
- c. To notify KCAR immediately of the theft of access to the Lockbox System. The Principal/Authorized User shall sign and deliver a statement to KCAR with respect to the circumstances surrounding the theft and will notify the proper authorities of such theft to protect the public and the integrity of the Lockbox System. To follow all applicable Federal, State and Local laws and regulations when accessing the Lockbox System and any additional security procedures as specified by KCAR or Sentrilock.
- d. To comply with all rules and regulations adopted by the National Association of Realtors® (NAR), the Delaware Association of Realtors® and KCAR for use of the SentiLock Lockbox System to access real property as may be amended from time to time. All such rules and regulations are expressly incorporated by reference herein and made a part of this Agreement.
- e. To promptly pay all fees, fines, and charges in connection with the Lockbox System.
- f. Principal warrants that Principal is a DE Licensed Real Estate Broker OR Owner/Manager of an Affiliate Member of KCAR or the Owner of a DE Company providing Appraisal or Home Inspection Services.
- g. Principal warrants that the Authorized User is:
 1. A DE Real Estate Licensee and is in fact associated with Principal in an active effort to sell real estate or is an Administrative Assistant or Office Staff working under the supervision of Principal OR
 2. is a DE licensed Real Estate Appraiser OR
 3. is a DE Licensed Home Inspector working under Principal.
- h. Principal agrees to enforce the terms of the Agreement with respect to any Authorized User associated with them and understands that they are not relieved of any responsibility or obligation by the mere fact of such disassociation with the Authorized User.
- i. Principal agrees to notify KCAR immediately, in writing, should the Principal or Authorized User terminate their relationship or transfers from the direct supervision of the Principal.
- j. Principal agrees to enforce the terms of this Agreement with respect to the Authorized User.
- k. One Day Codes are only to be provided to persons authorized by the Seller to enter the property. Authorized User is responsible for verifying that any persons requesting a One Day Code is deemed eligible as a DE Licensee or otherwise authorized by the Seller. Neither KCAR nor SentiLock will be held liable for issuance of any One Day Code to unauthorized persons.
- l. Authorized Users are responsible for ensuring any keys are returned to the Lockbox and the Lockbox is securely closed prior to leaving the property. If Lockbox is not properly functioning or securely closed, it is Authorized Users responsibility to first troubleshoot with SentiLock Support. If SentiLock Support is unable to correct any errors, Authorized User will immediately contact the Listing Agent or Broker for directions on how to ensure the property and key are properly secured.
- m. Principals and Authorized Users agree to comply with any KCAR or SentiLock System Audits.

8. **DISCIPLINARY ACTION:** Principal agrees that they are jointly and severally liable, together with the Authorized User, for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the Lockbox System User Agreement may result in the loss of KCAR Lockbox System privileges and, further, could cause KCAR to recall all Lockboxes and Lockbox Systems issued to the Principal and the Principal's affiliated Authorized Users. Principal and Authorized User agree to be subject to the disciplinary rules and

procedures of KCAR for violation of any provision of this Agreement. Discipline may include fines or penalties as outlined in KCAR's Policies and Procedures or as Authorized by the KCAR Board of Director including but not limited to suspension or termination of the Principal or Authorized User's right to use of the Lockbox System. Any termination of Principal or Authorized User's privileges may be appealed to the KCAR Board of Directors.

9. **FINES & DISCIPLINE PER NAR PROFESSIONAL STANDARDS PROCEDURES:** In the event any failure to comply with this User Agreement or the Policies & Procedures for the Sentrilock Lockbox System is an alleged violation of the NAR Code of Ethics, a complaint may be filed with KCAR and referred to the Grievance Committee for further processing as outlined by the NAR Code of Ethics and Arbitration Manual. If a violation is determined by a Professional Standards Hearing Panel, fines and sanctions may be imposed including, but not limited to a fine of up to \$5,000, a suspension of Sentrilock Services or permanent termination of Sentrilock Services.

10. **FINES/TERMINATION/ SUSPENSION:** Principal and Authorized User agree authorization to utilize Lockbox System will be terminated within two business days after occurrence of any of the following events:

- Termination of a Principal as a member of KCAR
- Termination of Authorized User's association with the Principal for any reason.
- Failure of the Principal or Authorized User to perform in accordance with any terms and conditions herein set forth.
- In the event of the death or incapacitation of the Principal or Authorized User, heirs or personal representatives will immediately discontinue use of Lockbox System.

KCAR may refuse to issue Lockboxes or may terminate existing Authorized Users access to the Lockbox System for any individual convicted of a felony or misdemeanor if the crime, at the sole determination of the KCAR Board of Directors, relates to the real estate business or poses a potential risk to clients, customers, or other real estate professionals.

KCAR may suspend the right of an Authorized User to use the SentiLock System following his/her arrest and prior to his/her conviction for any felony or misdemeanor which, in the sole determination of the KCAR Board of Directors, relates to the real estate business, or which poses a potential risk to clients, customers, or other real estate professionals. In exercising this right, the KCAR Board of Directors shall afford such due process as it deems in its discretion, fair and feasible, in light of the circumstances; and any period of suspension prior to and opportunity for a hearing on the issue of whether Authorized User engaged in the conduct for which Authorized User was arrested and if so whether that conduct relates to the real estate business or poses a potential risk to clients, customers, or other real estate professionals, shall be kept to the minimum period of time deemed reasonably feasible by the KCAR Board of Directors in its discretion.

If the Authorized User has not paid the annual fee by the due date, the Association may assess a late penalty and/or reactivation fee, and suspend the Authorized Users access until the fees and late penalty are paid in full.

If the Principal is unable to account for any Lockbox at the time of an Audit by KCAR or Sentrilock, Principal will pay the current replacement cost of the Lockbox and any shipping. Any invoices for replacement will be paid in full within 30 days of invoice or KCAR may suspend Principal's access to the Sentrilock System until such time as any invoice is paid in full.

11. **DISCLOSURE TO CLIENTS:** The Listing Principal/Authorized User 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.
12. **INDEMNIFICATION:** Principal and Authorized User agree to indemnify and hold KCAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against KCAR 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.
13. **REIMBURSEMENT:** Principal and Authorized User agree that, in the event that KCAR shall prevail in any legal action brought by or against the Principal/Authorized User to enforce the terms of this Agreement, the Principal/Authorized User, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules KCAR may be entitled.
14. **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 Delaware.

15. **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.

16. **ADDITIONAL CONDITIONS:** Principal and Authorized User acknowledges receipt of and agree to abide by the KCAR Rules and Regulations for the SentiLock Lockbox System as now written or as may be amended by the KCAR Board of Directors for the duration of the use of the Sentrilock System. This written contract expresses the entire agreement between Principals, Authorized Users, and the Kent County Association of REALTORS®, with respect to Lockbox Systems. This Agreement supersedes 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 Principal or Authorized User.

AUTHORIZED USER:

Print Name

Signature

Date

Email Address

Cell #

M1 (NRDS) ID#

PRINCIPAL:

Print Principal Name

Signature

Date

Brokerage/Affiliate Business Name: _____

Office Phone #: _____

Principal Email: _____