

Central Hill Country Board of REALTORS®
Guidelines, Rules and Policies for SentiLock System

Article 1 – Ownership

All equipment associated with this Central Hill Country Board of REALTORS® member benefit is the property of SentiLock, LLC, a Delaware Limited Liability Corporation, herein known as SentiLock, and the Central Hill Country Board of REALTORS®, herein known as CHCBR. The SentiLock System is leased by CHCBR.

Article 2 – Lease

Every MLS Participant (broker/owner) and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be authorized to lease (hold) a SentiLock SmartCard subject to their execution of a lease with SentiLock and CHCBR.

A SentiLock SmartCard Authorized User Agreement must be read and signed by the agent before a SmartCard will be issued to them. The items on this agreement will be enforced by the CHCBR Staff.

Article 3 – Lockboxes

A lockbox may not be placed on an MLS listed property without written authorization from the seller. This authority is established in the listing agreement or may be a separate document created specifically for this purpose.

Lockboxes are the property of SentiLock and CHCBR. Lockboxes are assigned to agents upon request for active residential MLS listings only. Each active MLS agent is allowed lockboxes equal to 125% of their active residential listings. When notified by CHCBR, agents with lockboxes in excess of the 125% must return them to the Board office within seven (7) calendar days for further distribution. When agents are found to have excess lockboxes that are not returned within seven (7) calendar days, they will be fined \$10 per day per lockbox until the lockboxes are returned to the Board office.

Lockboxes may be transferred to another agent by contacting the Board office.

To control the inventory of lockboxes owned by SentiLock and CHCBR, the Board will periodically perform an inventory of each member's lockboxes. A verification of each lockbox from the member is required. Should verification not be provided in a timely manner (30 days), the agent will be required to pay for the lockboxes assigned to them but not verified. Cost per lockbox is \$85.00 (Subject to change- plus any applicable sales tax and shipping charges) which will cover the cost of the Board purchasing a replacement lockbox.

There may come a time when the Board has a shortage of lockboxes and will, with the MLS and Board of Directors approval, purchase additional lockboxes for distribution. The Board will also publish an email to all members asking them to return any unused lockboxes for further distribution.

Article 4 – SmartCards

The SmartCards (keycards) are the sole property of SentiLock, LLC Products, Inc. All SmartCard holders must report any lost, stolen or otherwise unaccountable SmartCards to the Board office immediately.

If an agent no longer subscribes to the CHCBR MLS, the lockboxes and any SmartCard which the agent holds must be returned to the Board office along with the SmartCard reader within 5 days. Failure to return all equipment shall result in the agent being billed for said equipment at current cost.

In addition to a SmartCard, the agent may utilize the free SentiLock Mobile Application. The mobile application is compatible for iPhones and Androids but not Blackberry.

SmartCards and mobile applications are assigned to one agent and shall not be borrowed by another agent. A brokerage firm may not be assigned one SmartCard or mobile application for all agents to use as needed. No SmartCards shall be issued to or used by “Teams”, “unlicensed Personal Assistants”, “unlicensed Staff/Employees”, spouses, buyers, or sellers etc. Each individual must have a SmartCard issued in their name to have authority to use the SmartCard and must use ONLY the SmartCard issued in their name.

Article 5 – Fines

Violations of these guidelines will be handled by the MLS committee, consistent with the provisions established in Section 9.1 of the Central Hill Country Board of REALTORS® MLS Rules and Regulations. Any violations should be reported to the Board office. Any fines assessed must be paid within 30 days of invoice.

a) Failure to secure the house key back into the lockbox will result in the following fines:

- First Offense \$100
- Second Offense \$100 plus suspension for 30 days from Sentrilock service.

b) Showing property without authorization from the listing agent will result in the following fines:

- First Offense \$100
- Second Offense \$200
- Third Offense \$300 plus suspension for 90 days from Sentrilock service.

c) Neither the SmartCard nor the mobile application shall be loaned to anyone. This will result in a fine of up to \$500 and suspension from the Sentrilock service for one (1) year.

d) Agents found to have excess lockboxes that are not returned with 7 calendar days for appropriately transferred to another agent will be fined \$10 per day per lockbox until the lockboxes are returned to the board office.

SentriLock Policies

The following SentriLock Policies were recommended by the Central Hill Country Board of REALTORS® Multiple Listing Service committee and approved by the sitting Central Hill Country Board of REALTORS® Board of Directors on this date November 1, 2017

The term “Agent” used in the policies below refer to brokers, salespersons, appraisers, and any other affiliate member legally eligible to use the SentriLock System.

Fee

- Fees for the SentriLock service are included in the quarterly MLS dues as a benefit of subscribing to the CHCBR MLS.

SmartCards

- Agent must have a “head shot” photo of themselves in NAVICA for use by SentriLock.
- A temporary SmartCard will be issued at time of lease.
- The original agent photo SmartCard will be ordered by Board staff and provided to Agent when it arrives. Agent will pay any shipping charges and taxes when receiving photo card. The temporary SmartCard must be returned when receiving the agent photo SmartCard.
- Replacement of agent photo SmartCards will be ordered by Board staff and provided to the Agent when it arrives. Agent will pay all charges for this replacement card.
- Damage to the SmartCard must be reported to SentriLock Support 1-877-736-8745 by the Agent before a replacement card will be ordered and provided by Board staff.

LockBoxes

- SentriLock Lockboxes are leased from SentriLock but provided, free of charge, to agents who have met all the requirements laid out in these policies and the SentriLock Guidelines.
- It is the responsibility of the agent to review all emails from SentriLock regarding “low battery” announcements for their assigned lockboxes. The agent must bring this box to the Board office to have the batteries replaced at no charge.
- If a lockbox is damaged while in the possession of an active CHCBR MLS agent, it will be the responsibility of this agent to bring the lockbox to the Board office with all the pieces. The agent will be charged for replacing the lockbox at the current rate to include all shipping and tax charges for the Boards inventory.

Central Hill Country Board of REALTORS®

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Central Hill Country Board of REALTORS® (MLS), AND **MLS USER**(known as 'Authorized User') _____

(Name of participating MLS user {agent})

(Name of company agent is associated)

- 1. SMART CARD RECEIPT:** MLS and Agent acknowledge receipt of a SentiLock Smart Card from the MLS.
- 2. TITLE TO SMART CARD:** MLS and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock and/or the MLS.
- 3. CARD EXCHANGE BY SENTRILOCK OR MLS:** SentiLock may at its discretion require the MLS to replace the Smart Card used by the MLS and it's Authorized Users with replacement Smart Card compatible with the system. SentiLock shall make the exchange of Smart Card 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:** Agent agrees 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 Broker as a Participant in the MLS.
 - b. Termination of Agent's association with the said Broker for any reason.
 - c. Failure of the 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 Broker/Agent, heirs or personal representatives will surrender the Smart Card to MLS.
- 7. SECURITY OF SMART CARDS:** MLS 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 (3) days of the loss or theft of a Smart Card. The 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:** Agent agrees 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 Agent's right to be issued a Smart Card.

10. INDEMNIFICATION: Agent agrees 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: Agent agrees that, in the event that the MLS shall prevail in any legal action brought by or against the Agent to enforce the terms of this Agreement, the 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 TEXAS, and venue shall be the county in which the Agent resides.

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 Broker/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is input in the MLS, reflecting that a lockbox has been authorized by seller.

- 15. PARTICIPANT'S RESPONSIBILITIES:** (Participant is the Broker/Owner of company indicated above)
- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the (CHCBR MLS).
 - b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant 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 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 _____ of Central Hill Country Board of REALTORS®

Agent _____

Broker: _____