

# AGENT OFFICE TRANSFER PACKET

ELMIRA-CORNING ASSOCIATION OF REALTORS

## Process to Transfer an Agent to Another Real Estate Office

1. Any lockboxes that the agent has should be returned to their current office, including lockboxes that are currently out on properties.
2. Agent should run a search of all listings that they have had in the system under the current office and print them out. (all property types, all statuses, listed by them) (all property types, sold status, sold by them). Once the transfer has been processed in NAVICA you will no longer be able to run these reports.
3. Any active or under contract listings that will be remaining with the current office should be reassigned to other agents or designated broker in the current office.
4. Any active listings that will not be staying with the current office should be withdrawn by the current broker. (Note— agent can't re-list any listings under the new office until the current broker has withdrawn the listings from the MLS.)
5. Current broker— remove agent from DOS website [via eAccess](#)
6. New Broker— add agent on DOS website via [eAccess](#)
7. Complete, sign and return completed paper work along with \$50.00 transfer fee to ECRAR.  
*Note transfer will not be processed without payment. We accept cash, check or we can take your credit card information over the phone.*
8. Once ECRAR has received the transfer paperwork any active or under contract listings that still show under the transferring agents name and current office will be transferred to the current designated broker.
9. The transferring agent must wait until the day the transfer occurs in NAVICA to begin to use lockboxes from the new office.
10. Agent should click on their agent photo box located in upper right hand screen of NAVICA to edit their signature line within NAVICA.

**If you have any questions, please contact Sandy Rose.**

Elmira-Corning Regional Association of Realtors®  
3338 State Route 352, Corning, NY 14830

Phone: 607-562-7035 Fax: 607-562-8178 Email: [srose@elmira-corningrealtors.com](mailto:srose@elmira-corningrealtors.com)

# AGENT OFFICE TRANSFER FORM

Elmira-Corning Regional Association of Realtors®

3338 State Route 352, Corning, NY 14830

Phone: 607-562-7035 Fax: 607-562-8178 Email: [srose@elmira-corningrealtors.com](mailto:srose@elmira-corningrealtors.com)

**PLEASE TAKE THE TIME TO READ THROUGH THE CHECK LIST ON PREVIOUS PAGE BEFORE SUBMITTING THIS FORM TO THE ELMIRA-CORNING ASSOC. OF REALTORS®**

MEMBER NAME: \_\_\_\_\_

CURRENT OFFICE NAME: \_\_\_\_\_

**PAYMENT INFORMATION (Transfer will not be completed until payment is received.)**

\_\_\_\_\_ \$50.00 PROCESSING FEE

\_\_\_\_\_ CASH \_\_\_\_\_ CHECK \_\_\_\_\_ CREDIT CARD (*please call with credit card information*)

NEW OFFICE NAME: \_\_\_\_\_

NEW OFFICE ADDRESS: \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_ AGENT'S EMAIL ADDRESS IS REMAINING THE SAME

\_\_\_\_\_ AGENT'S EMAIL ADDRESS IS CHANGING (*Please enter new email address below*)

AGENT'S NEW EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_ AGENT IS NOT A SENTRILOCK KEY CARD USER

\_\_\_\_\_ AGENT IS A SENTRILOCK KEY CARD USER  
(*Complete the attached lockbox key agreement.*)

Transferring Agent's Signature \_\_\_\_\_

New Broker's Signature \_\_\_\_\_

Date: \_\_\_\_\_

OFFICE USE ONLY	
SEI	OUTLOOK
NRDS	FILE
BILLING	ROSTER/MEMBER CT

# The Elmira-Corning Regional Association of REALTORS®, Inc. (ECRAR) LOCK BOX KEY AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE ECRAR, and MLS **PARTICIPANT** (known as "Participant")

---

(Name of Participating Broker and Company)

AND MLS **PARTICIPANT'S LICENSEE** ("Authorized User or Agent")

(Name of Agent)

1. **LOCK BOX KEY RECEIPT:** Participant and Agent acknowledge receipt of the lock box key from the ECRAR. Note: A lock box key is any key, programmer, or other device hereinafter referred to as a lock box key by which a lock box can be opened.
2. **TITLE TO LOCK BOX KEY:** Participant and Agent acknowledge that the lockbox key shall be the sole property of SentiLock and shall be returned as required by SentiLock or the ECRAR.
3. **LOCK BOX KEY EXCHANGE BY SENTRILOCK OR ECRAR:** SentiLock may at its discretion require the ECRAR to replace the lock box key used by the ECRAR and its Authorized Users with replacement lock box keys compatible with the system. SentiLock shall make the exchange of lock box keys at no cost to the ECRAR unless the exchange is necessary due to Customer negligence.
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 the ECRAR or returns the lock box key to the ECRAR.
5. **TERMINATION OF LOCK BOX ACCESS:** Any of the following events will result in the termination of access to the lock box system:
  - a. Termination of a Participant as a Participant in the MLS.
  - b. Termination of an 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 lockbox key to the ECRAR.
6. **SECURITY OF LOCK BOX KEY:** Participant and Agent acknowledge that it is necessary to maintain security of the lock box key to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
  - a. To keep the lock box key in Agent's possession or in a safe place at all time.
  - b. To not allow his/her personal identification number (PIN) to be attached to the lock box key or disclose to any third party his/her personal identification number (PIN).
  - c. TO NOT LOAN THE LOCK BOX KEY TO ANY PERSON FOR ANY PUPROSE WHATSOEVER OR TO PERMIT THE LOCK BOX KEY TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
  - d. To not duplicate the lock box key or allow any person to do so.
  - e. To not assign, transfer or pledge the rights of the lock box key.
  - f. To notify the ECRAR immediately of the loss or theft of a lock box key. The Participant/Agent shall sign and deliver a statement to the ECRAR with respect to the circumstances surrounding the loss or theft. The ECRAR shall charge for the replacement of lock box key either lost or damaged.
  - g. To follow all additional security procedures as specified by the ECRAR.
7. **REPLACEMENT LOCK BOX KEY:** Replacement lock box keys will be issued to Agents who:
  - a. Have complied with this Agreement and the policies and procedures of the ECRAR with respect to the SentiLock System.
  - b. Pay a fee and/or deposit specified by the ECRAR to replace a lock box key lost, stolen, damaged or defective.
8. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of a committee of the ECRAR, Board of Directors and/or the Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the lock box key and the Participant or Agent's right to be issued a lock box key.
9. **IDEMNIFICATION:** Participant and Agent agree to indemnify and hold the ECRAR and all of its respective officers, directors, committee members and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the ECRAR 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 any entry by any person into any premises by use of the SentiLock System.
10. **REIMBURSEMENT:** Participant and Agent agree that, in the event that the ECRAR 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 ECRAR may be entitled.

11. **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 nevertheless continue in full force.
12. **PARTIAL INVALIDITY:** If any provisions of this contract are held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
13. **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 entered in to the MLS, reflecting that the lockbox has been authorized by seller. The ECRAR listing contract covers the permission of Lock Box installation.
14. **PARTICIPANT'S RESPONSIBILITIES:**
  - a. Participant warrants that Participant is either a licensed real estate broker or certified real estate appraiser and Participant of the Elmira-Corning Regional Association of REALTORS' MLS.
  - 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 ECRAR immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
  - e. 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 Lock Box Key User Agreement may result in the loss of The ECRAR lock box key privileges and, further, could cause the ECRAR to recall all lock box keys issued to the Participant and the Participant's Agent.
15. **MLS RULES AND REGULATIONS:** Listing Participant/Agent agree to abide by the MLS Rules and Regulations, and the Lock Box Policies and Procedures of the ECRAR as amended from time to time.
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 ECRAR with respect to lock box keys. 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.

BY (ECRAR Staff) \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Participant (Broker) \_\_\_\_\_ Date \_\_\_\_\_