



AFFILIATE MEMBER APPLICATION

Complete the following in its entirety for each person requesting membership under this company and return by email to amy@ncmsrealtors.com.

Category Requested: _____ (i.e. Attorney, Title Company, Pest Control Mortgage Lender, etc.)

Home Inspectors and Pest Control must also complete the separate lockbox access request (Page 2-3), include copies of all applicable state licenses and pay the fees associated with use of that system.

Company Legal Name _____

Applicant Full Name _____

Date of Birth _____ **Company Billing Address** _____

Mailing Address (if different from above) _____

Cell Phone _____ **Email Address** _____

Do you need lock box access (for Home Inspector and Pest Control ONLY) Y or N- if

yes complete Pages 2-3)

BOARD USE

ONLY: INVOICE # _____
AMOUNT _____

DATE PAID _____
INV. ATTACHED _____



AFFILIATE MEMBER APPLICATION

LOCKBOX SYSTEM AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE North Central Mississippi REALTORS® (MLS),

AND MLS PARTICIPANT (known as 'Authorized User') _____ (Name of MLS Participating Company)

AND MLS PARTICIPANT'S LICENSEE ('Authorized User')
_____(Name of User)

1. NCMR uses the Smartkey Application and the Sentrilock website for the use and tracking of Sentrilock lock boxes.
2. The use of this system is a security measure for our members and their clients and information regarding member access is confidential, including but not limited to, the individual PIN # for access, one-day codes given under the application options, usernames and passwords for the lock box website.
3. Lock boxes are leased through NCMR or owned by the brokers when purchased outright. However, NCMR retains the right to rescind access at any time if a breach of this agreement occurs or if the lockbox vendor requires that access be terminated to the association.
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 MLS.
5. DISCIPLINARY ACTION: Participant and Agent agree to be subject to the disciplinary rules and procedures of the MLS Committee for violation of any provision of this Agreement or the MLS Rules and Regulations which govern use of the lock box system. Discipline may include discontinued access to the Sentikey App and its extended companion applications such as SentiConnect for clients.
6. INDEMNIFICATION: Participant and Agent agree 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 Sentrilock System.
7. REIMBURSEMENT: Participant and Agent agree that, in the event that the MLS 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 MLS may be entitled.
8. GOVERNING LAW: The validity of this Agreement and any of its terms and provisions, as well as the



AFFILIATE MEMBER APPLICATION

rights and duties of the parties hereunder, shall be governed by the laws of the state of Mississippi and venue shall be the county in which the Participant and/or Agent reside.

9. 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.

10. DISCLOSURE TO CLIENTS: The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lock box on the owner's property and before the listing is inputted to the MLS, reflecting that a lock box has been authorized by seller.

11. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the NCMR.
- 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 MLS 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 Sentrilock User Agreement may result in the loss of MLS lockbox privileges and, further, could cause the MLS to deactivate all accesses to the system issued to the Participant and the Participant's Agents.

12. 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 Sentrilock or the Sentikey App and subsequent applications added as part of the Sentrilock system. 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 Participant or Agent.

DATED: _____ BY _____ Executive Officer MLS: NCMR

Subscriber Signature (Any additional staff in office) _____

Participant Signature (Company Owner) _____