

SOUTHSHORE REALTORS® ASSOCIATION, INC.

SENTRILOCK SMART CARD AND LOCKBOX AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE SOUTHSHORE REALTORS® ASSOCIATION, INC. (SRA – known as ‘SentriLock Customer’)

AND AUTHORIZED USER _____

(Name of Authorized User)

- 1. SMART CARD RECEIPT:** Authorized User acknowledges receipt of a SentriLock Smart Card from SRA.
- 2. TITLE TO SMART CARD:** Authorized User acknowledges that the Smart Card shall be the sole property of SentriLock and shall be returned as required by SentriLock or SentriLock ‘Customer’ (SRA)
- 3. CARD EXCHANGE BY SENTRILOCK OR SRA:** SentriLock may from time to time at its discretion require the Customer (SRA) to replace the Smart Cards then being used by Customer and Customer’s Authorized Users with replacement Smart Cards that are compatible with the system. SentriLock shall make the exchange of Smart Cards at no charge to the Customer, unless the Customer has caused the need for the exchange, due to Customer’s or Authorized User’s negligence.
- 4. CURRENT UPDATE:** Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by the SRA, prohibiting further use of the Smart Card until a new update is obtained from the SRA by placing the Smart Card in a Card Reader or by other authorized method. Update will only be issued to an Authorized User in good standing with the SRA.
- 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 REALTOR® Membership and must promptly return their card and lockboxes to the SRA.
- 6. RETURN OF SMART CARD AND LOCKBOXES:** Authorized User agrees to return Smart Card and Lockboxes within 48 hours of receipt of a request to do so by the SRA or SentriLock:
 - a. Membership in any association is terminated.
 - b. Failure of the Authorized User 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.
 - c. In the event of the death of the Authorized User, his heirs or personal representative will surrender the Smart Card and lockboxes to the SRA.
 - d. Authorized User will be charged, at the current replacement cost, for any lockboxes not turned in to the SRA.
- 7. SECURITY OF SMART CARD:** Authorized User acknowledges 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 Authorized User’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. THIS VIOLATION COULD SUBJECT YOU TO A FINE WHICH WOULD BE DETERMINED BY THE SRA BOARD OF DIRECTORS.**
 - 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 SRA within (3) days of the loss or theft of a Smart Card. The Authorized User shall sign and deliver a statement to the SRA with respect to the circumstances surrounding the loss or theft. The SRA shall charge for the replacement of smart cards, either lost or damaged.
 - g. To follow any / all additional security procedures as specified by the SRA Rules, as amended by the SRA Committee and approved by the Board of Directors.
- 8. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Authorized Users who:
 - a. Have complied with this Agreement and the policies and procedures of the SRA with respect to the SentriLock System.
 - b. Pay a \$10 administrative charge to replace card damaged or non-functioning.
- 9. DISCIPLINARY ACTION:** Authorized User agrees to be subject to the disciplinary rules and procedures of the Southshore REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and Authorized User’s right to be issued a Smart Card.
- 10. INDEMNIFICATION:** Authorized User agrees to indemnify and hold the SRA 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 SRA resulting from loss, use or misuse of the SentriLock 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.
- 11. REIMBURSEMENT:** Authorized User agrees that, in the event that the SRA shall prevail in any legal action brought by or against the Authorized User to enforce the terms of this agreement, 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 the SRA 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 Wisconsin, Kenosha County.

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 listing inputted to MLS, reflecting that a lockbox has been authorized by the seller.

15. LISTING BROKER'S PERMISSION: No Real Estate Participant or Subscriber/Agent or Appraiser Participant or Subscriber may enter a property with or without a lockbox without the Listing Broker's permission, as stated in Section 2 of the Bylaws of the Southshore MLS, Inc.

16. USER'S RESPONSIBILITIES:

- a. User warrants that User is an active REALTOR® Member.
- b. User warrants that he/she, the REALTOR® Member, possesses a real estate license or is a licensed or certified real estate appraiser.
- c. User agrees to accept the terms of the Agreement.
- d. User agrees to notify the SRA immediately, in writing, should the User terminate their relationship with an association
- e. User agrees that he/she is jointly and severally liable for all duties, responsibilities and undertakings of this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of the SRA Smart Card privileges and, further, could cause the SRA to recall all Smart Cards issued to User.

17. ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract and all other documents incorporated hereby by reference, expresses the entire agreement between Authorized Users and the SRA 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 Authorized User.

DATED: _____

XX Authorized User _____

By: _____ of Southshore REALTORS® Assoc., Inc.
Association Executive/Association Staff