

PARADISE ASSOCIATION OF REALTORS

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE PARADISE ASSOCIATION OF REALTORS (PAOR - known as 'SentiLock Customer')

AND MLS PARTICIPANT (known as 'Authorized User') _____
(Name of MLS Participating Broker) (Name of Participant's Firm)

AND MLS PARTICIPANT'S LICENSEE: (known as 'Authorized User') _____
(Name of Agent/Subscriber)

1. **SMART CARD RECEIPT:** Participant and/or Subscriber acknowledge receipt of a SentiLock Smart Card from the PAOR.
2. **TITLE TO SMART CARD:** Participant/ Subscriber acknowledges that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or SentiLock 'Customer' (Paradise Association of Realtors)
3. **CARD EXCHANGE by SENTRILOCK OR ASSOCIATION:** SentiLock may from time to time at its discretion require the Customer (PAOR) 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. SentiLock 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 PAOR, prohibiting further use of the Smart Card until a new update is obtained from the PAOR by placing the Smart Card in an MLS Card Reader or by other authorized method. Update will only be issued to a Participant/Subscriber in good standing with the PAOR.
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 Participant/Subscriber terminates Membership with the PAOR.
6. **RETURN OF SMART CARD:** Participant/Subscriber agrees to return Smart Card within (#1) 48 hours of receipt of a request to do so by the PAOR or SentiLock or (#2) within 48 HOURS after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in MLS
 - b. Termination of Subscriber/Agent's association with the said Participant for any reason
 - c. Failure of the Participant/Subscriber 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/Subscriber, his heirs or personal representative will surrender the Smart Card to the PAOR.
7. **SECURITY OF SMART CARD:** Participant/Subscriber acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Participant/Subscriber 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 PAOR within (3) days of the loss or theft of a Smart Card. The Participant/Subscriber shall sign and deliver a statement to the PAOR with respect to the circumstances surrounding the loss or theft. PAOR shall charge for the replacement of smart cards, either lost or damaged.
 - g. To follow any / all additional security procedures as specified by the MLS Rules, as amended by the MLS Committee and approved by the Board of Directors.
8. **REPLACEMENT SMART CARDS:** Replacement Smart Card will be issued to Agents who:
 - a. have complied with this Agreement and the policies and procedures of the PAOR with respect to the SentiLock System.
 - b. pay \$10 administrative charge and current purchase price of a new Smart Card to replace a card lost, stolen, damaged or non-functioning.
9. **DISCIPLINARY ACTION:** Participant/Subscriber agrees to be subject to the disciplinary rules and procedures of the Paradise Association of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and Participant's/Subscriber's right to be issued a Smart Card.
10. **INDEMNIFICATION:** Participant/Subscriber agree to indemnify and hold the PAOR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against PAOR 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:** Participant/Subscriber agree that, in the event that PAOR shall prevail in any legal action brought by or against the Participant / Subscriber to enforce the terms of this agreement, Participant/Subscriber as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the PAOR 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 California, Butte 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 Participant/Subscriber 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 seller.

15. **LISTING BROKER'S PERMISSION:** No R.E. 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 13.7 of the MLS Rules and Regulations.

16. **PARTICIPANT'S RESPONSIBILITIES:**

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Siskiyou Association of Realtors MLS.
- b. Participant warrants that Subscriber/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 Subscriber 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 Subscriber/Agent.
- d. Participant agrees to notify the PAOR immediately, in writing, should the Participant or Subscriber/Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Subscriber's Smart Card or cause Subscriber to return Smart Card to PAOR. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the key is returned. If an Subscriber does not return the Smart Card, Participant agrees to furnish PAOR 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 Subscriber for all duties, responsibilities and undertakings of Subscriber under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of PAOR Smart Card privileges and, further, could cause the PAOR to recall all Smart Cards issued to Participant and Participant's Subscribers/Agents.

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

This written contract expresses the entire agreement between Participants, Subscriber/Agents and the PAOR 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 Subscriber.

DATED: _____

XX Subscriber/Agent/Authorized User _____

XX Participant/Broker/Authorized User _____

By: _____ of Sierra North Valley Multiple Listing Service

Association Executive/Association Staff