

Pen-Mar Regional Association of REALTORS®

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE **Pen-Mar Regional Association of REALTORS® (PMRAR)**, AND **PMRAR SENTRILOCK PARTICIPANT'S LICENSEE** ('Authorized User' and/or 'Participant'):

_____ **(Name of Member)**
currently licensed with _____ **(Broker')**

1. **SMART CARD RECEIPT:** Participant acknowledges receipt of a SentiLock Smart Card from PMRAR.
2. **TITLE TO SMART CARD:** Participant acknowledges that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock and/or PMRAR
3. **CARD EXCHANGE BY SENTRILOCK OR PMRAR:** SentiLock may at its discretion require PMRAR to replace the Smart Cards used by PMRAR and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to PMRAR unless the exchange is necessary due to Customer negligence.
4. **CURRENT UPDATE:** Participant acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by PMRAR, prohibiting further use of the Smart Card until a new update is obtained by placing the Smart Card in a 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 PMRAR and/or SentiLock Service and returns the Smart Card to PMRAR.
6. **RETURN OF SMART CARD:** Participant agrees to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by PMRAR and/or SentiLock or (2) within five working days after occurrence of any of the following events:
 - a. Termination of Membership with Pen-Mar Regional Association of REALTORS® and/or as a Participant in the SentiLock System.
 - b. Termination of Participant's association with the said Broker for any reason.
 - c. Failure of the Participant 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, heirs or personal representatives will surrender the Smart Card to PMRAR.
7. **SECURITY OF SMART CARDS:** Participant 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 Participant'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 PMRAR within three days of the loss of or theft of a Smart Card. The Participant shall sign and deliver a statement to PMRAR with respect to the circumstances surrounding the loss or theft. PMRAR shall charge for the replacement of Smart Cards either lost or damaged.

- g. To follow all additional security procedures as specified by PMRAR.
- 8. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Participants who:
- Have complied with this Agreement and the policies and procedures of PMRAR with respect to the SentiLock System.
 - Pay a fee and/or deposit specified by PMRAR to replace a Smart Card lost, stolen, damaged or defective.
- 9. DISCIPLINARY ACTION:** Participant agrees to be subject to the disciplinary rules and procedures of PMRAR's Board of Directors for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the Participant's right to be issued a Smart Card.
- 10. INDEMNIFICATION:** Participant agrees to indemnify and hold PMRAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against PMRAR 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 agrees that, in the event that PMRAR shall prevail in any legal action brought by or against the Participant to enforce the terms of this Agreement, the Participant as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules PMRAR 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 Maryland and/or Pennsylvania, and venue shall be the county in which the Participant 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 Participant shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller.
- 15. PARTICIPANT'S RESPONSIBILITIES:**
- Participant warrants that Participant possesses a real estate license in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the PMRAR Member.
 - Participant agrees to notify PMRAR immediately, in writing, should the Participant terminate their relationship or should the Participant's license be transferred.
 - Participant agrees to take all responsible means to obtain a Smart Card and/or to return Smart Card to PMRAR. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Agent does not return the Smart Card, Participant agrees to furnish PMRAR with copies of written correspondence of all attempts made to obtain said Smart Card.
 - Participant understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of SentiLock Smart Card privileges and, further, could cause PMRAR to recall any Smart Card issued to the Participant.
- 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 PMRAR 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.

Participant's Signature

Participant's Name (Print)

DATED: _____

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