

Garrett County Board of REALTORS®
SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT (“Agreement”)
FOR BROKERS, LICENSED AGENTS, & UNLICENSED ASSISTANTS

IT IS HEREBY AGREED BETWEEN THE Garrett County Board of REALTORS® (GCBR),

AND **GCBR SENTRILOCK PARTICIPANT** (Participant) _____
(Name of GCBR Participating Broker and Company)

AND **GCBR SENTRILOCK PARTICIPANT’S LICENSEE or UNLICENSED ASSISTANT** (‘Authorized User’) _____
(Name of Licensee or Unlicensed Assistant)

Upon acceptance of this AUTHORIZED USER AGREEMENT (the “Agreement”) this Agreement will govern my right, as the Authorized User, to use the Lockbox System as hereinafter defined.

Garrett County Board of REALTORS® (“GCBR”) and SentiLock, LLC (“SentiLock”) have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System (“Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (“Lockbox”) and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration. GCBR will offer the Lockbox Services to active Participants and Subscribers of GCBR.

The parties agree as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox GCBR provides and registers to the Participant that is borrowed by the Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other GCBR approved Authorized User within the terms and conditions set forth in this Agreement.
2. **OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of GCBR. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
3. **TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of:
 - a. termination of GCBR’s master agreement with SentiLock;
 - b. the Authorized User terminates participation with GCBR;
 - c. the Authorized User terminates association with the Participant for any reason;
 - d. GCBR terminates this Agreement as provided in Section 9;
 - e. or the Authorized User terminates this Agreement with written notice to GCBR.Upon termination of this Agreement for any reason, Authorized User shall surrender his/her usage of the Lockbox System immediately and return all Lockboxes to the Participant in good condition. Participant shall reimburse GCBR for the cost of any damaged or lost Lockboxes, including any applicable shipping charges.
4. **PAYMENT:** GCBR shall invoice the Authorized User for Lockbox Services annually in accordance with GCBR’s billing policy. Authorized User will be assessed a User Fee for use of the Lockbox System as determined by the GCBR Board of Directors. If Authorized User fails to pay the User Fee by the due date, SentiLock may assess a late penalty and/or reactivation fee, and de-activate Authorized User’s service until the fees and late penalty are paid in full.
5. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of SentiLock and GCBR. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright and trademark rights and that the license to GCBR is for the purpose of facilitating its members’ ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the System or any portion or element thereof. Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes. Any Lockbox borrowed by the Authorized User under this Agreement shall be returned as required by SentiLock or GCBR. GCBR may, at its discretion, require Authorized Users to replace the SentiLock Lockboxes with replacement SentiLock lockboxes compatible with the system.
6. **LOSS AND DAMAGE:** Participant assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized User under this Agreement which shall continue in full force and effect.

In the event any Lockbox is damaged, Participant shall return the damaged Lockbox to GCBR who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty,

Participant shall reimburse GCBR for any costs incurred in connection with the repair or replacement of the Lockbox in accordance with GCBR's SentiLock Policy in the Policies and Procedures Manual, plus any applicable shipping cost.

If a Lockbox is lost or stolen, or if in the reasonable judgment of GCBR, a Lockbox is destroyed or damaged beyond repair, Participant will pay GCBR the replacement cost established in the Policies and Procedures Manual, plus any applicable shipping cost.

7. **AUDIT/INSPECTION:** From time to time, GCBR may conduct a full audit requiring Participants to verify the then-current location of all Lockboxes. Authorized User agrees to fully cooperate with such audits. GCBR shall, at any and all times, have the right to go to any property where a Lockbox is located for the purpose of inspecting the same or observing its use. Authorized User and/or Participant shall give GCBR immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever GCBR requests, advise GCBR of the exact location of each Lockbox. In the event a Lockbox cannot be accounted for, GCBR reserves the right to assess a replacement cost of the box, including any applicable shipping cost, to the Participant.

Lockboxes owned by GCBR can be recalled at any time, whatsoever with notice to Authorized User or Participant. If Participant fails to return Lockboxes as indicated in the notice, GCBR reserves the right to assess the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Participant.

8. **DISCLAIMER OF WARRANTIES:** GCBR is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, GCBR makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. GCBR further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from GCBR's negligence or application of the laws of strict liability. Participant and Authorized User takes possession of any and all Lockboxes issued/borrowed "AS IS".

9. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of GCBR for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox borrowed by the Authorized User under this Agreement. GCBR or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to: Violation of GCBR's Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the State Department of Licensing and Regulatory Affairs and the National Association of REALTORS®;

- a. Non-payment of fees due, regardless of conduct or other rules;
- b. Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of GCBR;
- c. Allowing access to the Lockbox without Seller's written authorization;
- d. Criminal activity including property damage and theft from a property secured by a SentiLock lockbox; or
- e. Dissemination of any information that would jeopardize the security or integrity of the System, property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals.

10. **SURRENDER:** Authorized User agrees to return the SentiLock Lockbox within five (5) business days to Participant or GCBR after occurrence of any of the following events:

- a. Termination as an active Participant or Authorized User of GCBR;
- b. Termination of Authorized User's association with an active Broker Participant;
- c. Termination of this Agreement under Section 9; or
- d. In the event of the death of the Authorized User, heirs or personal representatives will return all SentiLock Lockboxes to the Participant or GCBR.

11. **RECIPROCITY:** If accessing a Lockbox in an MLS or Association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such MLS or Association and be subject to any discipline therein.

12. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold GCBR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GCBR resulting from loss, use or misuse of the Lockbox 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. The Authorized User and/or Participant shall promptly notify GCBR of any claim, and both shall cooperate fully in defending or settling any claim.

13. **NOTICES:** All notices, demands, or consents required or permitted under this Agreement shall be either in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party at the following addresses:

Authorized User: To the contact information on file at GCBR.

GCBR: 685 Mosser Rd
100 Building, Room 120
McHenry, MD 21541

14. **ASSIGNMENT:** Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by GCBR.
All rights of GCBR hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Authorized User. If GCBR assigns this Agreement to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by GCBR hereunder or pursuant to any other agreement between GCBR or Authorized User, should there be one, shall excuse performance by Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by GCBR under the terms of this Agreement. Anything herein contained to the contrary, GCBR shall not have the right to, and agrees that it will not, include in any such assignment any of GCBR's rights against vendors, manufacturers or suppliers of any of the Lockboxes.
15. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Authorized User acknowledges that by entering into this Agreement, he or she has transacted business in the State of Maryland. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in Garrett County, Maryland, as to all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.
16. **PARTIAL INVALIDITY:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
17. **PARTICIPANT'S RESPONSIBILITIES:**
- Participant warrants that Participant is both a licensed real estate broker and Member of GCBR.
 - Participant warrants that Authorized User 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 GCBR Member, or is an unlicensed personal assistant employed by either the Participant or Participant's affiliated licensees.
 - Participant agrees to enforce the terms of the Agreement with respect to any Authorized User 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 Authorized User.
 - Participant agrees to notify GCBR immediately, in writing, should the Participant or Authorized User terminate their relationship or should the Authorized User's license be transferred.
 - Participant agrees the he/she is jointly and severally liable, together with the Licensee or Unlicensed Assistant, for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the User Agreement may result in the loss of Lockbox System privileges and, further, could cause GCBR to recall all Lockboxes issued to the Participant and the Participant's Licensees and Unlicensed Assistants.
18. **PARTICIPANT AND AUTHORIZED USER** agrees that use of the Lockbox System is subject to the Rules and Regulations of the Garrett County Board of REALTORS®, Inc. SentiLock System. Participant and Authorized User acknowledge that GCBR may change the same from time to time and agree to comply with the same as a term of this Agreement, i.e., breach of the Rules and Regulations equals breach of this Agreement. Participant and Authorized User acknowledge that the Rules and Regulations specify that an Authorized User of the lockbox services shall enter into real property from which a Lockbox has been installed only with the prior knowledge and/or expressed consent of the listing agent or listing office pursuant to paragraph 20 of the Rules and Regulations.
19. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Participant, Authorized User, and GCBR with respect to the Lockbox System. 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 and Authorized User.
20. **AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with GCBR Rules and Regulations and Lockbox System Policies as may be from time to time amended. A copy of the GCBR Rules and Regulations and Lockbox System Policies can be found online at the GCBR website (www.gcbr.org). I understand that violations of GCBR Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Services.

DATED: _____ BY: _____ of Garrett County Board of REALTORS®

Licensee _____

Print Signature

Unlicensed Assistant _____

Print Signature

Participant (Broker) _____

Print Signature