



## SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE BAY AREA ASSOCIATION OF REALTORS, INC. AND

**BAAR Sentrilock Participant (Broker or Firm Representative)** \_\_\_\_\_

**AND Authorized User (SentriCard Holder)** \_\_\_\_\_

- 1) **SENTRICARD RECEIPT/USE LICENSE:** Broker and SentriCard Holder acknowledge SentriCard Holder's receipt of a Sentrilock SentriCard from BAAR. SentriCard Holder is hereby granted, subject to the terms and conditions of the Agreement, a personal, non-exclusive and non-transferable license, which is revocable at will by BAAR, to the SentriCard system, the SentriCard and the Entry Codes to enable access to properties in the geographic areas served by all Realtor® Associations that are members of the Regional Lockbox Consortium as well as geographic areas served by other Boards of Associations of REALTORS® with which BAAR has entered into a reciprocal electronic lock box agreement.

Use of the SentriCard to access properties shall be made solely in connection with SentriCard Holder's legally permitted, normal and customary activities as a licensed Realtor® or certified or licensed appraiser or home inspector. SentriCard Holder shall use the SentriCard solely to gain authorized entry into real property upon which a Sentrilock has been installed, located in geographic areas where, under the terms of this Agreement, SentriCard Holder is appropriately licensed and is authorized to access the SentriLock System. In the event SentriCard Holder's affiliation with Broker is terminated, Broker and SentriCard Holder shall notify BAAR within one business day. BAAR will suspend SentriCard Holder's SentriCard use license until such time as SentriCard Holder either confirms his/her affiliation with an alternate BAAR SentriLock Participant and executes a new BAAR Authorized User Agreement or completes such other arrangements as are acceptable to BAAR to transfer his/her SentriCard license to an alternate Board or Association of Realtors®.

- 2) **TERM OF AGREEMENT:** This Agreement shall commence upon the date of execution and shall end on the date SentriCard Holder terminates membership in BAAR and either returns his/her SentriCard to BAAR or makes other arrangements acceptable to BAAR to transfer the SentriCard to another Board or Association of Realtors®.
- 3) **SENTRICARD UPDATE:** The Entry Code licensed hereunder is scheduled to automatically expire at regular intervals established by BAAR, at which time the SentriCard will cease to function until it is updated. SentriCard Holder is responsible for updating and renewing the Entry Code by placing the SentriCard in a SentriLock SentriCard reader and completing the on-line update process or by such other update method authorized by BAAR.
- 4) **SENTRICARD EXCHANGE BY SENTRILOCK OR BAAR:** SentriLock may, at its discretion, require BAAR to replace SentriCards used by BAAR and its Authorized Users with replacement SentriCards compatible with the SentriLock System. Such exchange shall be made at no cost to BAAR, Broker or SentriCard Holder unless the exchange is necessitated by customer negligence.
- 5) **RETURN OF SENTRICARD:** SentriCard Holder agrees to return his/her SentriCard to BAAR within the earlier of 48 hours of receipt of a SentriCard return request from BAAR or SentriLock or within five (5) business days of the occurrence of any of the following events:
- SentriCard Holder's failure to perform in accordance with any and/or all of the terms and conditions of this Agreement including, but not limited to, prompt payment of all fees, costs and expenses associated with the SentriLock System and compliance with all Security provisions stipulated in Paragraph 5 below.

- b. Any event deemed by BAAR, in its sole discretion, to compromise the security of the SentriLock System or any SentriCard or SentriLock.
  - c. Interruption in SentriCard Holder's affiliation with a Maryland licensed broker that is a BAAR SentriLock Participant.
  - d. Termination of SentriCard Holder's Maryland Real Estate License, BAAR membership, MAR membership, NAR membership and/or enrollment in MRIS.
  - e. SentriCard Holder's arrest and/or conviction for any felony or misdemeanor crime if, in the sole judgment of BAAR, such alleged crime or conviction relates to the business of real estate and/or places customers, clients or other real estate professionals at risk of physical harm and/or property loss or damage.
- 6) **SENTRICARD SECURITY:** Broker and SentriCard Holder acknowledge that it is necessary to maintain strict security of SentriCard Holder's SentriCard to prevent its unauthorized use. SentriCard Holder agrees to:
- a. Keep the SentriCard in his/her possession or other secure location at all times.
  - b. Not permit his/her personal identification number (PIN) to be attached to the SentriCard and not disclose his/her PIN to any third party.
  - c. NOT LOAN THE SENTRICARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER AND NOT PERMIT ANY OTHER PERSON TO USE THE SENTRICARD UNDER ANY CIRCUMSTANCES.
  - d. Not duplicate the SentriCard or allow any person to do so.
  - e. Not assign, transfer or pledge the rights of the SentriCard.
  - f. Notify BAAR of the loss or theft of the SentriCard within 48 hours.
  - g. Comply with any and all additional security procedures and requirements adopted by BAAR.
- 7) **REPLACEMENT SENTRICARDS:** Replacement SentriCards shall be issued to Agents who:
- a. Have complied with this Agreement and BAAR policies and procedures with respect to the SentriLock System, and
  - b. Pay the fee or deposit specified by BAAR for replacement of a lost, stolen, damaged or defective SentriCard.
- 8) **DISCIPLINARY ACTION:** Broker and SentriCard Holder agree to be subject to the disciplinary rule and procedures of the BAAR Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of the SentriCard and the SentriCard Holder's right to be issued a SentriCard.
- 9) **INDEMNIFICATION:** Broker and SentriCard Holder jointly and severally agree to indemnify and hold BAAR and all of its officers, directors and employees harmless from any and all losses, costs, expenses, claims or demands whatsoever by or against BAAR resulting from the loss of SentriCard, use or misuse of the SentriLock System including, but not limited to, any and all liability including attorney's fees incurred as a result of damage, loss or injuries to property or persons arising out of entry by any person into any premises by use of the SentriLock System.
- 10) **REIMBURSEMENT:** Broker and SentriCard Holder agree that in the event BAAR prevails in any legal action brought by or against Broker and/or SentriCard Holder to enforce the terms of this Agreement, Broker and/or SentriCard Holder, as appropriate, may be assessed reasonable attorney's fees in addition to any other relief to which the Court rules BAAR may be entitled.
- 11) **DISCLOSURE TO CLIENTS:** Prior to installing a SentriLock on a seller's property and entering the listing into MRIS, SentriCard Holder shall obtain written authorization from the seller to place a SentriLock on the premises.

**12) SENTRICARD HOLDER RESPONSIBILITIES:** SentriCard Holder shall:

- a. Be a licensed real estate broker, associate broker or salesperson or licensed or certified appraiser and shall be a member in good standing of BAAR or other Board or Association of Realtors with which BAAR has a SentriLock SentriCard Use reciprocity agreement.
- b. Promptly notify BAAR, in writing, of any change in his/her broker affiliation and/or home address.
- c. Promptly pay all fees, fines and charges in connection with the use of the SentriCard and Sentrilock System and to regularly update his/her SentriCard.
- d. Comply with the National Association of Realtors® requirements; as amended from time to time, for use of the SentriLock System and SentriCard to access real property including prior notification of each listing office or listing agent of the SentriCard Holder's intention to enter a property through the use of the SentriCard unless the listing indicates that prior notice to the listing office or listing agent is not required to access the property.
- e. Comply with all rules and regulations adopted by BAAR; as amended from time to time, relating directly or indirectly to the SentriLock System, SentriCard and Sentrilocks. All such rules and regulations are expressly incorporated by reference herein and made a part of this Agreement.
- f. Pay such application fee, annual user fees, reactivation fees or such other fees and fines as may be adopted by BAAR from time to time when due.

**13) BAAR SENTRILOCK PARTICIPANT RESPONSIBILITIES:**

- a. Broker warrants that Broker is a licensed real estate broker and is either a member of BAAR or other Board or Association of Realtors® with which BAAR has a valid SentriLock SentriCard Use reciprocity agreement.
- b. Broker warrants that SentriCard Holder either possesses a valid Maryland real estate license and is affiliated with Broker as a real estate salesperson or is a licensed or certified real estate appraiser affiliated with Broker.
- c. Broker agrees to enforce the terms of the Agreement with respect to SentriCard Holder and understands that he/she is not relieved of any responsibility or obligation to do so by the mere fact of future disassociation with SentriCard Holder.
- d. Broker agrees to promptly notify BAAR in writing should the Participant or SentriCard Holder terminate their relationship or should the SentriCard Holder's license be transferred to another office maintained by Broker or to another broker.
- e. Broker agrees to undertake all reasonable action to obtain the SentriCard Holder's SentriCard or cause the SentriCard Holder to return the SentriCard to BAAR in the event that SentriCard Holder defaults on this Agreement or is otherwise no longer eligible, for any reason, to continue as an Authorized User.
- f. Broker agrees that he/she is jointly and severally liable with SentriCard Holder for all duties, responsibilities and undertakings of SentriCard Holder under this Agreement. Broker further understands that failure to comply with the terms and provisions of this Agreement could result in recall by BAAR of all SentriCards issued by BAAR to Broker and Broker's agents.

**14) DEFAULT:** Failure of SentriCard Holder to comply with any of terms and conditions of this Agreement shall constitute an event of default hereunder. In such event, BAAR shall have the absolute right, without prior notice to Broker or SentriCard Holder to interrupt, suspend or terminate SentriCard Holder's access to the SentriLock System, including deactivation of the SentriCard, without any liability whatsoever to Broker, SentriCard Holder or any other third party; including sellers. Broker and SentriCard Holder expressly waive any and all damages incurred or alleged to have been incurred as a consequence, direct or indirect, of such action by BAAR.

15) **SEVERABILITY OF TERMS:** If any provision of this Agreement is determined by any court to be invalid, void or unenforceable, all remaining provisions shall, nevertheless, remain in full force and effect through the term of this Agreement.

16) **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between Broker, SentiCard Holder and BAAR with respect to SentiCard Holder's use of the SentiLock System, SentiCard and Sentrilocks. The Agreement supersedes any and all other agreements; either oral or in writing. No other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding. This Agreement is binding upon SentiCard Holder's heirs and personal representatives.

17) **GOVERNING LAW:** This Agreement shall be governed by the laws of the state of Maryland and the venue shall be the county of residence of the SentiCard Holder.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
Print Name of SentiCard Holder

\_\_\_\_\_  
Signature of SentiCard Holder

\_\_\_\_\_  
SentiCard Holder E-mail Address

\_\_\_\_\_  
SentiCard Holder Daytime Phone Number

\_\_\_\_\_  
SentiCard Holder Home Address

\_\_\_\_\_  
SentiCard Holder City, State, Zip

\_\_\_\_\_  
Print BAAR Sentrilock Participant Company Name

\_\_\_\_\_  
Print BAAR Sentrilock Company Address & Phone

\_\_\_\_\_  
Print Name of Broker or Authorized Representative

\_\_\_\_\_  
Signature of Broker or Authorized Representative

**ACCEPTED BY:**

\_\_\_\_\_  
Signature of BAAR Executive Director

\_\_\_\_\_  
Date