

# TEHACHAPI MLS

## Lock Box Key Agreement

### SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE TEHACHAPI MLS AND MLS PARTICIPANT (known as 'Authorized User') \_\_\_\_\_

(Name of MLS Participating Broker)

associated with \_\_\_\_\_

(Name of Company)

AND MLS PARTICIPANT'S LICENSEE ('Authorized User' or 'Agent') \_\_\_\_\_

(Name of Agent)

1. **SMART CARD RECEIPT:** Participant and Agent acknowledge receipt of a SentiLock Smart Key Card from the *Tehachapi MLS*, Serial code # \_\_\_\_\_
2. **TITLE TO SMART CARD:** Participant and Agent acknowledge that the Smart Card shall be the sole property of the Agent.
3. **CARD EXCHANGE BY SENTRILOCK OR MLS:** SentiLock may, at its discretion, require the MLS to replace the Smart Cards used by the MLS and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to the MLS unless the exchange is necessary due to Customer negligence.
4. **CURRENT UPDATE:** Agent acknowledges that the Smart Card code expires every seven (7) days, prohibiting further use of the Smart Card until a new update is obtained from the MLS by placing the Smart Card in an MLS Card 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 the MLS.
6. **SECURITY OF SMART CARDS:** Participant and Agent acknowledge 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 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 MLS immediately of loss or theft of Smart Card. The Participant/Agent shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge a fine for the loss of a Smart Card.
  - g. To follow all additional security procedures as specified by the MLS.
7. **REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Agents whose card is found to be defective within thirty (30) days of issuance. Cards damaged, or defective by means of improper use or maintenance, will not be replaced.
8. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but not limited to, forfeiture of the Smart Card and the Participant or Agent's right to be issued a Smart Card.
9. **INDEMNIFICATION:** Participant and Agent agree to indemnify and hold the MLS 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 MLS 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.

- 10. **REIMBURSEMENT:** Participant and Agent agree that, in the event that the MLS shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.
- 11. **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, and venue shall be the county in which the Participant and/or Agent reside.
- 12. **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.
- 13. **DISCLOSURE TO CLIENTS:** The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is input into the MLS, reflecting that a lockbox has been authorized by seller.
- 14. **PARTICIPANT'S RESPONSIBILITIES:**
  - a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Tehachapi MLS Multiple Listing Service.
  - b. Participant warrants that 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 Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of disassociation with Agent.
  - d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred, suspended or revoked.
  - e. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent be arrested or convicted of a felony.
  - f. Participant agrees to notify the MLS immediately, in writing, should Participant or Agent be arrested or conviction of a misdemeanor, if the misdemeanor relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
  - g. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of MLS Smart Card privileges and, further, could cause the MLS to recall all Smart Cards issued to the Participant and the Participant's Agents.
- 15. **ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HERE OF ARE PART OF THIS AGREEMENT:**

This written contract expresses the entire agreement between Participants, Agents and the MLS 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.

\_\_\_\_\_  
*Signature Agent* Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature Participant (Broker)* Dated: \_\_\_\_\_

Date Card Verified: \_\_\_\_\_ BY: \_\_\_\_\_  
*Signature Tehachapi MLS, Inc. (Staff)*