

# TEHACHAPI MLS

## SENTRILOCK LOCK BOX ACCESS AGREEMENT

### LOCKBOX AUTHORIZED USER AGREEMENT

Participation in the Tehachapi MLS SentiLock lock box program is voluntary. Active Tehachapi MLS Participant or Subscriber is eligible to sign up for access to the SentiLock SentiKey mobile app to gain access to Tehachapi MLS lockboxes.

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

(Name of MLS Participating Broker)

associated with \_\_\_\_\_  
(Name of Company)

AND MLS BROKER PARTICIPANT'S LICENSEE ('Authorized User' or 'MLS Subscriber') \_\_\_\_\_  
(Name of MLS Subscriber)

1. **TITLE TO SMART APP:** MLS Broker Participant and MLS Subscriber acknowledge that the APP shall be solely for the use of the Participant and/or Subscriber.
2. **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 or fails to pay annual fees.
3. **SECURITY OF SENTRIKEY APP:** Participant and Subscriber acknowledge that it is necessary to maintain security of the SentiKey App to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
  - a. Not to allow his/her SentiKey app login, password, and identification number (PIN) to be disclosed to any third party.
  - b. Not to loan their SentiKey app to any person for any purpose whatsoever.
  - c. To follow all additional security procedures as specified by the MLS
4. **DISCIPLINARY ACTION:** Participant and Subscriber 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, inactivation of SentiLock SentiKey App privileges.
5. **INDEMNIFICATION:** Participant and Subscriber 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.
6. **REIMBURSEMENT:** Participant and Subscriber agree that, in the event that the MLS shall prevail in any legal action brought by or against the Participant/Subscriber to enforce the terms of this Agreement, the 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 MLS may be entitled.
7. **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 Subscriber reside.
8. **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.

**9. DISCLOSURE TO CLIENTS:** The Listing Participant/Subscriber shall obtain specific written authorization from the seller and/or occupant 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 and/or occupant.

**10. 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 Subscriber.
- d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Subscriber terminate their relationship or should the Subscriber's license be transferred, suspended, or revoked.
- e. Participant agrees to notify the MLS immediately, in writing, should the Participant or Subscriber be arrested or convicted of a felony.
- f. Participant agrees to notify the MLS immediately, in writing, should Participant or Subscriber 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 Subscriber, for all duties, responsibilities and undertakings of the Subscriber under this Agreement and understands that failure to follow the provisions of the SentiLock Lock Box User Agreement may result in the loss of MLS SentiKey App privileges and, further, could cause the MLS to recall the SentiKey App privileges issued to the Participant and the Participant's Agents.

**11. ADDITIONAL CONDITIONS SET FORTH HERE OF ARE PART OF THIS AGREEMENT:**

This written contract expresses the entire agreement between Participants, Subscriber, and the MLS with respect to SentiLock Lock Box Access.

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.

\_\_\_\_\_ Dated: \_\_\_\_\_  
*Signature* MLS Subscriber

\_\_\_\_\_ Dated: \_\_\_\_\_  
*Signature* MLS Broker Participant