

GUERNSEY-MUSKINGUM VALLEY ASSOCIATION OF REALTORS®
ELECTRONIC LOCKBOX AGREEMENT WITH MLS PARTICIPANT

In consideration of the promises contained herein, I, _____
Broker/Designated Appraiser of _____(Company)

Acknowledge that my Company is a Participant in the GMVAR MLS Electronic Lockbox Program, and that one or more licensees or appraiser associates in my Company is in possession of an Electronic SentiCard, thereby the following Lockbox regulations apply if and when Lockboxes are leased to me as the Broker of said company.

Property of MLS

I further acknowledge that the Lockboxes, if and when leased to me as the Broker or Designated Appraiser of the above-referenced appraisal or real estate brokerage company, are the property of the Guernsey-Muskingum Valley Association of REALTORS® Multiple Listing Service (MLS) and that I am responsible for the physical security, maintenance of and, upon demand or termination of service, return of the Lockboxes to the MLS that are now or may later come into my possession.

I agree that I will cooperate with the MLS in an audit of the outstanding Lockboxes to be conducted periodically, and that upon demand by the MLS, I will return the number of Lockboxes in excess of those that I am reasonably using (based on an inventory of current active listings (110% for residential, multi-family and farm) at the time of audit). Within **five (5)** days of the receipt of written request from the MLS for the return of Lockboxes, I will return to the MLS the requested number of Lockboxes. If I fail to comply within that time, I will be assessed a fee of **\$3.00 per day per LockBox** and/or will be subject to termination of MLS services.

Upon return of Lockboxes to the MLS, they will be tested to be sure they function properly. If a lockbox requires repair due to causes beyond normal wear and tear, I will be charged the cost of repair from Sentrilock or the cost of a new replacement box.

If, at any time upon demand or as a result of audit, I fail to account to the MLS for Lockboxes in my possession, I agree that I will reimburse the MLS for the cost of replacing the number of Lockboxes that are unaccounted for. (The cost of replacement is the then current cost from Sentrilock, plus tax and shipping.)

I may at any time request that the MLS provide additional lockboxes. Verification by the MLS of active residential, Multi-family and farm inventory will serve as justification for such additional lockboxes. Additional Lockboxes will be distributed so that the total number of Lockboxes (including those already leased to my company) equal at least 110% the active inventory of residential, multi-family and farm listings, at the time of my request.

I understand that all repairs, replacement or other charges and fees described herein are subject to change as determined by the MLS and Sentrilock.

Responsibility of Participant

I acknowledge and agree that I am responsible for the adherence of all persons in my Company to the Rules and Regulations of the GMVAR Multiple Listing Service, including but not limited to the Lockbox Security and System Requirements and the terms of the Lockbox Lease Agreement, and shall make all reasonable efforts to ensure their compliance.

I acknowledge that for those individuals who will file a "SentiCard Holder Application / Lease Agreement" from and through my office, if said individual does in fact report to the MLS that he/she has been arrested for and/or convicted of any criminal activity, felony or misdemeanor, I will actively participate in the MLS Board of Directors determination

Zanesville Board of REALTORS®
LOCKBOX SYSTEM USAGE AGREEMENT

IT IS HEREBY AGREED by and between the **Guernsey-Muskingum Board of REALTORS®** and

License # _____

That Sentricard Holder may access the Sentrilock Lockbox System provided by GMVAR under the following terms and conditions, and the Usage Standards and Rules and Regulations of the service.

1. Sentricard Receipt: Sentricard Holder acknowledges receive of one (1) Sentricard. Sentricard Holder acknowledges that the Sentricard is and shall remain the sole property of the Zanesville Board of Realtors.
2. Use of REALTOR® Lockbox: Sentricard Holder acknowledges that they will have use of REALTOR Lockbox for properties where they are the primary listing agent. Sentricard Holder acknowledges that the REALTOR Lockbox is and shall remain the sole property of **Guernsey-Muskingum Board of REALTORS®**.

REPRESENTATION: Sentricard Holder warrants as of the date of this agreement that he/she is licensed by the state of Ohio as a real estate broker, real estate salesperson, real estate appraiser, or property inspector who is affiliated with a GMVAR member to service their listings for show, repair or sale. Sentricard Holder also warrants that they are in good standing and will continue in such capacity at all times while this Agreement is in effect. If Sentricard Holder at any time during the term of this Agreement is no longer a GMVAR member in good standing, a GMVAR MLS member in good standing, or is no longer affiliated with GMVAR in any way, Sentricard Holder agrees to notify GMVAR. Membership in the GMVAR Lockbox System will cease with no refund of fees. The Sentricard REALTOR Lockbox(es), any any other equipment owned by GMVAR will be returned within 48 hours. Any money owed to GMVAR in connection with GMVAR's Lockbox System will be paid to GMVAR within thirty (30) days along with any incurred late fees, finance charges or collection fees.

USAGE & DEFINITION: GMVAR will issue a Sentricard that will be used to access Sentrilock's REALTOR lockboxes. **The Sentricard is provided exclusively for the individual use of GMVAR Sentrilock Lockbox System members and may not be shared with or used by any other Individual for any reasons whatsoever.**

Sentricard Holder agrees that a REALTOR Lockbox is a container affixed to property as a device to gain access to the property being marketed by a member in the GMVAR's MLS. All Primary, Secondary, Reciprocal and Affiliate Sentricard Holders must subscribe to GMVAR MLS as must their broker. Sentricard Holders, functioning as Buyers Agent, must contact the Sentricard Holder (Listing Agent) or the Sentricard Holder's broker to obtain permission through information published in the MLS or otherwise to show the property. Property must never be accessed without first obtaining permission from the Sentricard Holder or their Broker.

FEE: Sentricard Holder agrees to pay monthly participation fee included in MLS billing. Reciprocal, Cambridge and Affiliate members to pay a bi-annual participation fee for use of the Sentrilock Lockbox System as established by GMVAR's MLS Committee and approved by GMVAR's Board of Directors.

CURRENT UPDATE OF SENTRICARD: Sentricard Holder acknowledges that the Sentricard must be updated every thirty (30) days by placing the Sentricard in a SentiReader or by other authorized method as established by Sentrilock.

TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this agreement and ends on the date of any of the following events:

- a. Termination of Sentricard Holder as a member of the GMVAR or GMVAR MLS for any reason including, but not limited to, non-payment of fees and/or suspension or cancellation of professional license.
- b. Termination of Sentricard Holder's association with GMVAR for any reason.

Failure of the Sentricard Holder to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to: the provisions for security outlined in the Security section below.

SECURITY OF SENTRICARD: Sentricard Holder acknowledges that it is necessary to maintain security of the Sentricard to prevent its use by unauthorized persons. Consequently, Sentricard Holder agrees :

- a. To keep the Sentricard and any REALTOR lockboxes (when not attached to a property) in their possession or in a safe place at all times
- b. To NOT allow his/her personal identification number (PIN) to be attached to the Sentricard or disclose to any third party his/her pin.
- c. TO NOT LOAN THE SENTRICARD TO ANY PERSON, FOR ANY PURPOSE WHATSOEVER, OR TO PERMIT THE SENTRICARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- d. To not duplicate the Sentricard or allow any person to do so.
- e. To not assign, transfer, or pledge the rights of the Sentricard.
- f. Not to destroy, alter, modify, disassemble or tamper with the Sentricard or knowingly or unknowingly allow anyone else to do so.
- g. To notify GMVAR immediately in writing (within 48 hours) of a loss or theft of the Sentricard or any lockboxes and all circumstances surrounding such loss or theft. Lost cards will be deactivated immediately.
- h. To follow all additional security procedures as specified by GMVAR
- i. To complete and deliver to GMVAR a stolen Sentricard affidavit and police report and pay the new Sentricard issuance fee prior to and as conditions to the issuance of a replacement Sentricard.
- j. To safeguard the code for each lockbox from all other individuals and entities, whether or not authorized Sentricard Holder.

REPORT OF MISUSE: Sentricard Holder agrees to report system misuse of equipment or procedures to GMVAR immediately. To do this, outline the details regarding the misuse in a letter or e-mail. Filing for a violation cannot be processed as the result of a phone conversation.

ADDRESS PAPERWORK TO: **Guernsey-Muskingum Board of REALTORS®**, 800 Leonard Ave, Zanesville OH 43701

SEND E-MAILS TO: gmvar@gmvarealtors.com

Sentricard Holder acknowledges that by signing this Agreement, he/she is granted permission to use Sentrilock's Sentricard, Sentrireader, applicable software, and REALTOR lockboxes only under the terms of this agreement.

INTEGRITY OF REALTOR LOCKBOX: Sentricard Holder agrees to the following:

Sentrilock must always be called prior to any attempts made to remove a REALTOR lockbox. Failure to do so will breach the warranty of the lockbox. Anyone who removes a lockbox without express approval and instructions from Sentrilock will be charged for a new lockbox replacement as well as any other charges incurred by GMVAR.

RETURN OF SENTRICARD: Sentricard Holder agrees to return Sentricard and any REALTOR lockboxes in their possession within the earlier of (1) 48 hours of receipt of a request to do so by GMVAR or (2) within 5 working days after occurrence of any of the following events:

- a. Termination of their or their broker's participation by GMVAR's MLS.
- b. Termination of Sentricard Holder's association with their broker for any reason (transfers to another office included).
- c. Failure of the Sentricard Holder to perform in accordance with any and/or all terms and conditions herein set forth including but not limited to the the provisions et forth in the Security section of the Lockbox System Usage Standards & Rules.

In the event of the death of a Sentricard Holder, their heirs or personal representative will surrender the Sentricard and REALTOR Lockboxes to GMVAR.

REPLACEMENT OF SENTRICARDS: Sentricard Holder agrees to report lost or stolen Sentricards to GMVAR immediately. One replacement Sentricard will be issued to Sentricard Holder who:

- a. Has complied with this agreement and the policies and procedures of GMVAR with respect to GMVAR's Sentrilock Lockbox System.
- b. Pays \$15 for a replacement card.
 - a. If within 30 days of issuing a replacement card the lost card is returned, a refund will be issued.
 - b. If the replacement card is lost or stolen, any subsequent replacement Sentricard will be issued only upon authorization of the GMVAR Board of Directors, on such terms and conditions as the GMVAR Directors shall determine.
 - c. If any Sentricard is diagnosed by Sentrilock as faulty, there will be no replacement fee to Holder.

INDEMNIFICATION: Sentricard Holder agrees to indemnify and hold GMVAR and its 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 GMVAR resulting from loss, use or misuse of GMVAR's Sentrilock 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 GMVAR's Sentrilock System.

REIMBURSEMENT: Sentricard Holder agrees that, in the event that GMVAR shall prevail in any legal action, brought by or against the Sentricard Holder to enforce the terms of this agreement, Sentricard Holder, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the court rules the GMVAR may be entitled.

GOVERNING LAW: The validity of the 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 the State of Ohio, and venue shall be the county in which the Sentricard Holder resides.

PARTIAL INVALIDITY: If any provision of the Agreement is held by any court to be invalid, void, or unenforceable the remaining provisions shall nevertheless continue in full force.

DISCLOSURE TO CLIENTS: Prior to placing a REALTOR lockbox on the owner's property, the Sentricard Holder agrees to obtain permission by way of a Listing Agreement or other written means.

TERMS & CONDITIONS

This written contract expresses the entire agreement between Sentricard Holder with respect to Sentricards, use of Sentrireaders, REALTOR Lockboxes and the Sentrilock System. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promised 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 Sentricard Holder.

Dated this _____ **day of** _____, **20**_____.

Print Name _____ **Signature** _____

Address _____ **Phone #** _____

E-mail address _____

Class of Sentricard Holder: This section to be completed by the Board Staff.

- _____ Primary GMVAR Sentricard Holder
- _____ Secondary GMVAR Sentricard Holder
- _____ Reciprocal MLS Sentricard Holder
- _____ Primary GMVAR Affiliate Sentricard Holder
- _____ Secondary GMVAR Affiliate Sentricard Holder