

# PLUMAS ASSOCIATION OF REALTORS®/PLUMASMLS SENTRILOCK SENTRICARD® AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Plumas Association of REALTORS®/PLUMASMLS

AND MLS PARTICIPANT'S LICENSEE: (known as 'Authorized User') \_\_\_\_\_  
(Name of Agent/Subscriber or Broker/Participant)

- 1. SENTRICARD® RECEIPT:** Participant and/or Subscriber acknowledge receipt of a SentiLock SENTRICARD® from the MLS.
- 2. TITLE TO SENTRICARD®:** Participant/ Subscriber acknowledges that the SENTRICARD® shall be the sole property of SentiLock and shall be returned as required by SentiLock or PlumasMLS.
- 3. CARD EXCHANGE by SENTRILOCK OR ASSOCIATION:** SentiLock may from time to time at its discretion require the Customer (MLS) to replace the SENTRICARD®s then being used by Customer and Customer's Authorized Users with replacement SENTRICARD®s that are compatible with the system. SentiLock shall make the exchange of SENTRICARD®s at no charge to the Customer, unless the Customer has caused the need for the exchange, due to Customer's or Authorized User's negligence.
- 4. CURRENT UPDATE:** Agent acknowledges that the SENTRICARD® has an update and that this code expires at regular intervals determined by the MLS, prohibiting further use of the SENTRICARD® until a new update is obtained from the MLS by placing the SENTRICARD® in an MLS Card Reader or by other authorized method. Update will only be issued to a Participant/Subscriber in good standing with the MLS.
- 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 Participant/Subscriber terminates Membership with the MLS.
- 6. RETURN OF SENTRICARD®:** Participant/Subscriber agrees to return SENTRICARD® within (#1) 48 hours of receipt of a request to do so by the MLS or SentiLock or (#2) within five days after occurrence of any of the following events:
  - a. Termination of a Participant as a Participant in MLS
  - b. Termination of Subscriber/Agent's association with the said Participant for any reason
  - c. Failure of the Participant/Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security in paragraph 7 below.
  - d. In the event of the death of the Participant/Subscriber, his heirs or personal representative will surrender the SENTRICARD® to the MLS.
- 7. SECURITY OF SENTRICARD®:** Participant/Subscriber acknowledges that it is necessary to maintain security of the SENTRICARD® to prevent its use by unauthorized persons. Consequently, Participant/Subscriber agrees:
  - a. To keep the SENTRICARD® 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 SENTRICARD® or disclose to any third party his/her personal identification number (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. To notify the MLS within (3) days of the loss or theft of a SENTRICARD®. The Participant/Subscriber shall sign and deliver a statement to the MLS with respect to the circumstances surrounding the loss or theft. MLS shall charge for the replacement of SENTRICARD®s, either lost or damaged.
  - g. To follow any / all additional security procedures as specified by the MLS Rules, as amended by the MLS Committee and approved by the Board of Directors.
- 8. REPLACEMENT SENTRICARD®S:** Replacement SENTRICARD® will be issued to Agents who:
  - a. Have complied with this Agreement and the policies and procedures of the MLS with respect to the SentiLock System.
  - b. Pay \$25 administrative charge to replace a card lost or stolen; pay \$10 administrative charge to replace card damaged or non-functioning.
- 9. DISCIPLINARY ACTION:** Participant/Subscriber agrees to be subject to the disciplinary rules and procedures of the Plumas Association of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the SENTRICARD® and Participant's/Subscriber's right to be issued a SENTRICARD®.
- 10. INDEMNIFICATION:** Participant/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 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.
- 11. REIMBURSEMENT:** Participant/Subscriber agree that, in the event that MLS shall prevail in any legal action brought by or against the Participant / Subscriber to enforce the terms of this agreement, 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.
- 12. 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, Plumas County.
- 13. 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.

**14. DISCLOSURE TO CLIENTS:** The Listing Participant/Subscriber shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before listing inputted to MLS, reflecting that a lockbox has been authorized by seller.

**15. PARTICIPANT'S RESPONSIBILITIES:**

- a. Participant warrants that Participant is a licensed real estate broker and/or Participant of the PlumasMLS .
- b. Participant warrants that Subscriber/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 Subscriber 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 Subscriber/Agent.
- d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Subscriber/Agent terminate their relationship or should the Agent's license be transferred.
- e. Participant agrees to take all responsible means to obtain Subscriber's SENTICARD® or cause Subscriber to return SENTICARD® to MLS. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the key is returned. If a Subscriber does not return the SENTICARD®, Participant agrees to furnish MLS with copies of written correspondence of all attempts made to obtain said SENTICARD®.
- f. Participant agrees that he/she is jointly and severally liable, together with Subscriber for all duties, responsibilities and undertakings of Subscriber under this Agreement and understands that failure to follow the provisions of the SentiLock SENTICARD® User Agreement may result in the loss of MLS SENTICARD® privileges and, further, could cause the MLS to recall all SENTICARD®s issued to Participant and Participant's Subscribers/Agents.

**16. ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT**

This written contract expresses the entire agreement between Participants, Subscriber/Agents and the MLS with respect to SentiLock SENTICARD®s. 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 or Subscriber.

DATED: \_\_\_\_\_

Subscriber/Agent or Participant/Broker/Authorized User \_\_\_\_\_

By: \_\_\_\_\_ of Plumas Association of REALTORS®/PlumasMLS