

ANNE ARUNDEL COUNTY ASSOCIATION OF REALTORS®, INC.

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE ANNE ARUNDEL COUNTY ASSOCIATION OF REALTORS® (AACAR)

AND Authorized User ("KeyCard Holder") _____

(Print Name)

1. **SMART CARD RECEIPT:** KeyCard Holder acknowledges receipt of a SentiLock Smart Card from AACAR.
2. **CARD EXCHANGE BY SENTRILOCK OR AACAR:** SentiLock may at its discretion require AACAR to replace the Smart Cards used by AACAR and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to AACAR unless the exchange is necessary due to KeyCard Holder negligence.
3. **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 all REALTOR® Associations and returns the Smart Card to AACAR.
4. **RETURN OF SMART CARD:** KeyCard Holder agrees to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by AACAR or SentiLock or (2) within five working days after occurrence of any of the following events:
 - a. Failure of KeyCard Holder to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the payment of all fees, costs and expenses associated with the System and the provisions for security in paragraph 5 below.
 - b. Any event deemed by AACAR, in its sole discretion, to affect the security of the System or any KeyCard or Keybox.
 - c. Upon the arrest or conviction of any KeyCard Holder for any felony or misdemeanor crime, if the crime, in the sole and absolute determination of AACAR, relates to the real estate business or places customers, clients or other real estate professionals at the risk of physical harm and/or property loss or damage.
5. **SECURITY OF SMART CARDS:** KeyCard Holder acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, KeyCard Holder agrees:
 - a. To keep the Smart Card in KeyCard Holder'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 INCLUDING TEAM MEMBERS OR ASSISTANTS.**
 - 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 immediately notify AACAR by telephone or in writing within twenty-four (24) hours, of the loss or theft of a Smart Card and the circumstances surrounding such loss or theft. AACAR shall charge for the replacement of Smart Cards either lost or damaged.
 - g. To follow all additional security procedures as specified by AACAR.
6. **REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Agents who:
 - a. Have complied with this Agreement and the policies and procedures of AACAR with respect to the SentiLock System.
 - b. Pay a fee and/or deposit specified by AACAR to replace a Smart Card lost, stolen, damaged or defective.
7. **VIOLATIONS/DISCIPLINARY ACTION:** KeyCard Holder agrees to abide by and be subject to the AACAR Rules and Regulations, as amended from time to time, and any and all disciplinary action as provided under such Rules and Regulations and/or for violation of any provision of this Agreement. In addition to any and all remedies under this Agreement, if KeyCard Holder allows the use of the Smart Card by unauthorized persons or otherwise adversely affects the System security, KeyCard Holder shall be subject to such fines and penalties as are established by AACAR pursuant to the applicable rules and regulations of AACAR, as amended from time to time, and in accordance with the established policies of the National Association of REALTORS®, Inc., as amended from time to time. Discipline may include a fine not to exceed \$15,000; a required attendance at a training non CE program conducted by AACAR at a designated time and location; suspension and/or termination of Smart Card privileges for a

specified period of time or a permanent forfeiture of the Smart Card and the KeyCard Holder's right to be issued a Smart Card and/or any combination of the described disciplinary actions.

- 8. INDEMNIFICATION:** KeyCard Holder agrees to indemnify and hold AACAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against AACAR 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.
- 9. REIMBURSEMENT:** KeyCard Holder agrees that, in the event that AACAR shall prevail in any legal action brought by or against the KeyCard Holder to enforce the terms of this Agreement, the KeyCard Holder as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules AACAR may be entitled.
- 10. 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 Maryland, and venue shall be the county in which the KeyCard Holder resides.
- 11. 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.
- 12. DISCLOSURE TO CLIENTS:** The KeyCard Holder shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is entered into the MLS, reflecting that a lockbox has been authorized by seller.
- 13. KEYHOLDER'S RESPONSIBILITIES:**
 - a. KeyCard Holder shall be a licensed real estate broker, associate broker or salesperson or licensed or certified appraiser, and shall be a member in good standing of a Board or Association of REALTORS®.
 - b. Affiliate members, in order to receive a KeyCard, shall be principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections.
 - c. KeyCard Holder shall notify AACAR, in writing, within 48 hours of any change in his/her Company/Office affiliation or any change in home address, email address or other pertinent contact information.
 - d. KeyCard Holder agrees to pay all fees, fines and charges in connection with the use of the Keycard and the system, and to obtain the periodic revalidation for his/her own KeyCard.
 - e. KeyCard Holder agrees to comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a keybox system, including notification of each listing office or listing agent of the KeyCard Holder's intention to enter the property through the use of the keybox; prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing office or agent.
 - f. KeyCard Holder agrees to comply with all rules and regulations adopted by AACAR (as from time to time amended) relating, directly or indirectly, to the Keybox system and KeyCard. The Rules and Regulations of AACAR, as amended from time to time, are expressly incorporated by reference herein and made a part of this agreement as though fully set forth herein.
 - g. KeyCard Holder agrees to pay such application fee, annual user fees, re-activation fees and other such fees and fines as shall be adopted from time to time, when due.
 - h. Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing properties in their geographic areas.
 - i. To notify AACAR promptly, in writing, upon the arrest or conviction of KeyCard Holder for any felony or misdemeanor (other than traffic misdemeanor offenses) and shall state the circumstances and details relating to such arrest or conviction. KeyCard Holder represents and warrants, as of the date of this Agreement, that KeyCard Holder has not been previously arrested for or convicted of any felony or misdemeanor crime (other than traffic misdemeanor offenses).

14. FAILURE TO COMPLY:

Any failure of the KeyCard Holder to comply with any of the terms and conditions of this Agreement shall constitute an event of material default hereunder. In the event of such default, AACAR shall have the absolute right, without prior notice to the KeyCard Holder, to interrupt or terminate access to the system, including deactivation of the KeyCard, without any liability whatsoever to the KeyCard Holder or any third persons. KeyCard Holder expressly waives any and all damages incurred, or alleged to have been incurred as a consequence, direct or indirect, of such termination by AACAR.

15. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between KeyCard Holder and AACAR 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. This Agreement is binding upon the heirs and personal representatives of the KeyCard Holder.

DATED: _____

BY: _____
(KeyCard Holder Signature)

PRINT NAME _____

COMPANY _____

EMAIL _____