

**RULES AND REGULATIONS**  
**Anne Arundel County Association of REALTORS®, Inc.**

**Section I**  
**Authorized Users**

- (A) Any individual who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory; and every nonprincipal broker, sales licensee, unlicensed personal assistant or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of AACAR subject to their execution of a SentiLock Smart Card Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with AACAR and their agreement to abide by the rules and regulations of AACAR and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of AACAR.
- (B) Members of a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, shall be eligible to subscribe to and use the lockbox services of AACAR, provided: 1.) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections; 2.) the Affiliate member agrees to abide by the Rules and Regulations of AACAR and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of AACAR; and 4.) The Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.
- (C) Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of AACAR, on the same terms and conditions as non-principal brokers and sales licensees provided: 1) the unlicensed personal assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the designated REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services; executes the appropriate AACAR SentiLock Smart Card Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of AACAR and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of AACAR; and 4) the unlicensed personal assistant agrees that the unlicensed personal assistant shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and the unlicensed personal assistant shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner. **An unlicensed personal assistant, in accordance with guidelines as adopted by the Maryland Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.**

- (D) Non-member licensed contractors, appraisers or inspectors shall only be eligible for limited use of the lockbox services of AACAR provided; 1) the non-member licensed contractor, appraiser or inspector is under the direct supervision of a designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant, at least one of whom is a subscriber and authorized user of the lockbox services; 2) the licensed designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant has obtained the written consent of the property owner to authorize the use of a lockbox by Sentri Smart generated access code or programmed contractor codes which clearly states the owner understands that authorizing contractor codes allows unlimited (24 hour) access to the property by the non-member licensed contractor(s) or inspector(s).

## Section II

The following rules and regulations shall apply to all subscribers and users of the AACAR lockbox services. Subscribers and authorized users of the lockbox services shall:

1. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant or licensed appraiser.
2. Use the Smart Card only for the purpose of gaining authorized entry into real property upon which a system key box has been installed.
3. Enter into real property from which a system key box has been installed only with the prior knowledge and/or expressed consent of the listing agent.
4. Only generate and distribute FlexCodes (1-day codes) to any Maryland licensed real estate agents or service providers after obtaining permission from the property Owner(s) and accept all responsibility and liability for the use of said access.
5. Only provide SentriConnect access to properly licensed service providers after obtaining permission from the property Owner(s) and accept all responsibility and liability for the use of said access.
6. Notify AACAR, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation.
7. Adhere strictly to the terms and conditions of the AACAR SentriLock Smart Card Authorized User Agreement.
8. Pay all fees, charges, fines and recurring user fees as established from time to time by AACAR when due.
9. Keep the Smart Card in Smart Card Holder's possession or in a safe place at all times and be accountable for the Smart Card at all times.
10. Not allow his/her personal identification number (PIN) to be attached to the Smart Card.
11. Not disclose his/her personal identification number (PIN) to any person.
12. 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.
13. Not assign, transfer or pledge the Smart Card or the license and use of the Smart Card.
14. Clearly identify the unit# on a Lockbox placed on units in a townhouse or condo development.

15. Strictly adhere to the rules and regulations as may be adopted by AACAR from time to time with respect to the Smart Card or any other aspect of the system.
16. Notify the designated showing contact of any change of scheduled appointment or cancellation.
17. Remove the Lockbox within 72 hours of settlement or termination of listing agreement.
18. Promptly submit the Smart Card to AACAR for audit and/or inspection at a reasonable time at the AACAR office upon request by AACAR for such audit or inspection.
19. Not permit anyone other than the Smart Card Holder himself/herself to use the Smart Card or his/her PIN for any reason.
20. Attend an instructional meeting on the operation and use of the Smart Card as required by AACAR from time to time.
21. Pay all fees, fines and charges in connection with the use of the Smart Card and the System, and to obtain the periodic revalidation Entry Code for his/her own Smart Card.
22. Comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a Key Box System, including notification of each listing office or listing agent of the Smart Card Holder's intention to enter the property through the use of the KeyBox. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office. The Board of Directors of AACAR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate any Smart Card to any applicant or subscriber who has been or subsequently is arrested or convicted of a felony or misdemeanor crime (other than traffic misdemeanor offenses) in accordance with the Lock Box Security Requirements (Policy Statement 7.31) of the NAR Handbook on Multiple Listing Policy, as amended from time to time.
23. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the KeyBox on any property.
24. Comply fully with the terms and conditions of the Master Agreement by and between the Regional Lockbox Consortium, Inc., and AACAR with SENTRILOCK, LLC., as amended from time to time.
25. Notify AACAR, in writing, promptly upon the arrest or conviction of subscriber or authorized user for any felony or misdemeanor crime (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction.
26. Maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent.

### **Section III**

#### **Fines and Penalties**

An authorized subscriber or user of the Lock Box System of AACAR who violates any rules and regulations of AACAR as set forth above, except for the payment of fees, shall be subject to the imposition of a fine or penalty for each violation in such amount not to exceed \$15,000.00 as established by the Professional Standards Committee of AACAR from time to time, in accordance with the below schedule of fines and penalties.

An authorized subscriber or user of the Lock Box System of AACAR shall pay a 10% late charge on all charges, fines, and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for charges, fines and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

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### SCHEDULE OF FINES AND PENALTIES

In accordance with the Rules and Regulations of Anne Arundel County Association of REALTORS®, Inc., fines and penalties have been established to safeguard the integrity of the AACAR KeyBox system.

First Offense *	Up to \$5,000.00 and/or suspension
Second Offense*	Up to \$7,500.00 and/or suspension
Third Offense	Termination of Service
Appeal filing fee	\$250.00

\*Fines for Brokers, Office Managers and Team Leaders may be doubled, but not to exceed the amount allowed by NAR policy.

In addition to any fine as set forth above, a Participant or Authorized User who violates the AACAR Rules and Regulations may also be required to attend a non CE designated training program at such time and location as established by AACAR and to complete such training program within a specified time period or be subject to suspension or termination of Smart Card services until such program is completed.

Disclaimer: The Board of Directors of Anne Arundel County Association of REALTORS®, Inc. reserves the right in its sole discretion to amend the Schedule of Fines and Penalties from time to time without prior written notice to any authorized subscriber or user.

I hereby acknowledged receipt of the current AACAR Rules and Regulations. I understand that such Rules and Regulations may be amended by AACAR from time to time and that it is my sole obligation to read the AACAR Rules and Regulations as received by me today as well as in the future.

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Smart Card User's Signature (Acknowledging Receipt)

Date

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Smart Card Users Name (Please Print)