

GARRETT COUNTY BOARD OF REALTORS®, INC (GCBR) SENTRILOCK SYSTEM RULES AND REGULATIONS

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 non-principle 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 GCBR subject to:
- 1) their execution of a SentiLock Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with GCBR;
 - 2) their agreement to abide by the Rules and Regulations of the GCBR SentiLock System; and
 - 3) payment of all required fees, fines and recurring costs in connection with their subscription to the lockbox services of GCBR.
- (B) Qualified Affiliate 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 GCBR, provided:
- 1) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well, septic inspections and/or holds a MHIC license;
 - 2) a duly authorized principal or officer of the firm for which Affiliate member performs such services executes the appropriate GCBR SentiLock Authorized User Agreement;
 - 3) the Affiliate member agrees to abide by the Rules and Regulations of the GCBR SentiLock System and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of GCBR; 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 owner.
- (C) Unlicensed personal assistants shall be eligible to subscribe to use the lockbox services of GCBR, on a limited basis as described 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 or a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services;
 - 2) executes the appropriate GCBR SentiLock Authorized User Agreement;
 - 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of the GCBR SentiLock System;
 - 4) the unlicensed personal assistant agrees that their sole use of the system is restricted to internet based administrative functions and operating lockboxes used by the Member SentiLock Authorized User(s) who have added the Assistant Authorized User to their team(s).
- Unlicensed assistant Authorized Users cannot operate, including opening key compartments, any lockboxes that are not borrowed by the Member SentiLock Authorized User. An Unlicensed Assistant SentiLock Authorized User is designed to allow a non-Member assistant to assist a Member with distribution and maintenance of their lockboxes, including access to the internet based administration features. **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) Any individual required or permitted by law, or by the established policies of the National Association of REALTORS®, as amended from time to time, to access and use the lockbox services of GCBR without holding REALTOR® membership in a local Board/Association, shall be eligible to subscribe to and use the services of GCBR without the requirement of holding REALTOR® membership in a local Board/Association of REALTORS®.

Section II

The following rules and regulations shall apply to all subscribers and users of the GCBR lockbox services.

Subscribers and authorized users of the lockbox services shall:

1. Agent and Agent's Broker/Manager, by signature below, affirm that agent will only access properties for which agent is appropriately informed regarding current and local market conditions, including but not limited to the multiple zoning jurisdictions in Garrett County one of which is the Deep Creek Lake area with its specific zoning, use, and licensing regulations.
2. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant, licensed appraiser, licensed home/ pest inspector, or MHIC licensed Affiliate.
3. Use the SentiKey app and any/all generated codes only for the purpose of gaining authorized entry into real property upon which a system keybox has been installed.
4. **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 or listing office pursuant to paragraph 20 of these Rules and Regulations.**
5. Notify GCBR, in writing within forty-eight (48) hours, of any change in his/her current company/affiliation.
6. Adhere strictly to the terms and conditions of the GCBR SentiLock Authorized User Agreement.
7. Pay all fees, charges, fine and recurring user fees as established from time to time by GCBR when due.
8. Keep all access codes in a safe place at all times and be accountable for the codes at all times.
9. Not disclose his/her personal identification number (PIN) to any person.
10. Not loan SentiKey app access to any person, for any purpose whatsoever, nor permit personal access codes to be used for any purpose by any other person.
11. Not assign, transfer or pledge the SentiKey app and associated codes generated or the license and use of the SentiKey app and associated codes generated.
12. Only generate and distribute FlexCodes to 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.
13. Only provide SentiConnect 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.

14. Immediately notify GCBR by in writing within twenty-four (24) hours, of the distribution and/or use of an access code by anyone other than the intended end user and the circumstances surrounding such distribution and/or use.
15. Assign all lockboxes to the listing prior to the lockbox being placed on the property, and unassign the lockbox immediately when it is removed from the property.
16. Strictly adhere to the rules and regulations as may be adopted by GCBR from time to time with respect to the SentiKey app or any other aspect of the system.
17. Attend an instructional meeting on the operation and use of the SentiKey app as required by GCBR from time to time.
18. Pay all fees, fines and charges in connection with the use of the SentiKey app and the SentiLock System.
19. **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 SentiLock Authorized User'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 GCBR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate any SentiLock Account 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.
20. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the KeyBox on any property.
21. Comply fully with the terms and conditions of the Master Agreement by and between the Regional Lockbox Consortium, Inc., and GCBR with SENTRILOCK, LLC, as amended from time to time.
22. Notify GCBR, 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.
23. If an Authorized User's SentiKey Account is terminated for non-payment of fee, a \$50 reinstatement fee will be assessed in order to have the Authorized User's SentiKey Account reinstated.

**Section III
Fines and Penalties**

An authorized subscriber or user of the lock Box System of GCBR who violates any rules and regulations of GCBR 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 \$5,000 as established by the Board of Directors of GCBR from time to time, in accordance with the attached schedule of fines and penalties.

An authorized subscriber or user of the Lock Box System of GCBR, who is found to have violated the rules and regulations as herein set forth on more than two occasions during a calendar year, shall be subject to the automatic revocation of their rights and privileges to access and use the services of GCBR.

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

SCHEDULE OF FINES AND PENALTIES

In accordance with the Rules and Regulations of Garrett County Board of REALTORS®, Inc., fines and penalties have been established to safeguard the integrity of the GCBR KeyBox system.

Unauthorized Use of SentiKey app, including but not limited to loaning/distribution of app access, PIN, and/or generated access codes.
 Unauthorized entry to a property without prior permission.
 Any other violation of the rules and regulations outlined in Section II.

First Offense	Up to \$1000.00
Second Offense	Up to \$5000.00
Third Offense	Termination of Service

Unless otherwise stated, a 10% late fee shall be charged on all fees, charges, fines, recurring user fees, and penalties which remain unpaid for ten (10) calendar days from the date of the invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees, and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

Disclaimer: The Board of Directors of Garrett County Board of REALTORS®, Inc. reserves the right in its sole discretion to amend the Schedule of Fees, Charges, Fines, and Penalties from time to time prior written notice to any authorized subscriber or user.

 Print SentiKey User's Name

 Date

 SentiKey User's Signature

 Print Agent's Broker/Manager

 Date

 Agent's Broker/Manager Signature