

GREATER MILWAUKEE ASSOCIATION of REALTORS® SENTRILOCK LOCKBOX SYSTEM USER AGREEMENT

Greater Milwaukee Association of REALTORS® (GMAR) will offer a SentiLock electronic lockbox system to all REALTOR® members of the Association. The following SentiLock Lockbox and Lockbox System User Agreement (User Agreement) will be administered by the GMAR.

Definitions: SentiLock, LLC is the vendor the GMAR has selected to provide electronic lockbox services; a "member" is a GMAR REALTOR® member who is a user credentials/SentriCard holder; The "Sentrilock system" is the SentiLock electronic lockbox system, SentiLock electronic lockboxes, Sentrilock smartphone apps (i.e. SentiSmart, SentiConnect), SentiLock smartcard, and any other component provided by the vendor necessary to make the electronic lockbox system functional.

1. Every GMAR member in good standing and who meets the criteria of this User Agreement shall be eligible to access the Sentrilock system. Membership in the Multiple Listing Service is not a requirement to participate in the System.
2. REALTORS® from other associations may utilize the SentiLock system upon becoming a secondary member of the GMAR and signing the User Agreement.
3. When a GMAR member transfers to a different firm the member is responsible for notifying the GMAR of such change within 7 days.
4. When a GMAR member,
 - a) chooses to no longer participate in the SentiLock system, or,
 - b) resigns from the GMAR, or, c) has their membership terminated, or,
 - d) for whatever reason is no longer a member of the GMAR, the member's SentiLock system use is terminated and the member is responsible for turning in their User Credentials/SentriCard, all assigned Lockboxes, and any other component of the Sentrilock system in their possession within 7 days, and fulfilling any other terms agreed to in the User Agreement. GMAR members who do not return their assigned lockboxes to the GMAR within 7 days will be charged \$250 per lockbox (for the replacement of the Lockbox, and administrative costs).
5. The GMAR may refuse to provide access to the Sentrilock system, may terminate an existing member's access to the SentiLock system, and may refuse to activate or reactivate any member's access to the Sentrilock system for an individual convicted of a felony or misdemeanor if the crime, in the determination of the GMAR, relates to the real estate business or puts or threatens to put clients, customers, or others at risk. The GMAR may suspend the right of a member to use the Sentrilock system following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the GMAR, relates to the real estate business or which puts or threatens to put clients, customers, or others at risk. Factors that can be considered in making such determinations include, but are not limited to:
 - a) the nature and seriousness of the crime, or,
 - b) the extent to which access (or continued access) might afford opportunities to engage in

similar criminal activity, or,

c) the extent and nature of past criminal activity, or,

d) time since criminal activity was engaged in, or,

e) evidence of rehabilitation while incarcerated or following release, or,

f) evidence of present fitness.

6. When a member loses or breaks a Lockbox or a Lockbox assigned to them is stolen, the member will be charged the full price for the replacement of each Lockbox.

7. When a member initially enrolls in the Sentrilock system, the member must be present at the GMAR office, or other GMAR designated location, to receive credentials, Sentrilock electronic lockboxes, and instructions on using the Sentrilock system. New enrollee member credentials, SentiLock electronic lockboxes, and instructions on using the Sentrilock system cannot be mailed or picked up by others.

8. SentiLock lockboxes, or other components of the Sentrilock system, may not be transferred or assigned from one member to another.

9. SentiLock electronic lockboxes may not be placed on a property without the written authority of the seller. This authority may be established in the listing contract or in a separate document created for that purpose. Members are not required to place a lockbox on a listed property.

10. It is the responsibility of the Listing Agent to assure that the lockbox is firmly attached to the premises. Lockboxes that are not attached to the property in a secure manner may be compromised resulting in property theft or damage, for which that listing agent will be charged \$100 for the replacement of the lockbox.

11. Members may obtain SentiLock electronic lockboxes from the GMAR office at any time during normal business hours. Acquiring a SentiLock electronic lockbox requires that the member complete the requisite paperwork and sign the User Agreement.

12. After October 1, 2018, if a member already enrolled in the Sentrilock system is unable to come to the GMAR office to obtain SentiLock electronic lockboxes, they may send another person in their place. The GMAR will not mail or ship SentiLock electronic lockboxes. A signed GMAR proxy form (available on the www.GMAR.com website) and a signed statement specifying the person sent to pick up the Lockboxes is acting as a representative of the GMAR member is required before the GMAR can release a SentiLock electronic lockbox to that person.

13. Members may not access another member's Sentrilock lockbox without first contacting the listing agent or listing broker to ascertain the availability of the property and to schedule a preview or showing, unless instructed otherwise in writing by the listing office or if stated in MLS that appointments to show or preview are not necessary. Violations are subject to a fine up to \$1,000 for each occurrence and/or suspension from use of the Sentrilock system for a specified period of time and/or suspension of MLS privileges.

14. Members may not use the Sentrilock system to permit access to any property to any unlicensed individual, inspector, or prospective buyer without accompanying the unlicensed party, unless consent is granted in writing by the listing agent, listing broker, or seller. No unlicensed individual who has been admitted to a property by a member may remain in the property after the member has departed the property, unless written consent has been provided by the listing agent, listing broker, or seller. Violations are subject to a fine up to \$1,000 for each occurrence and/or suspension from use of the SentiLock system for a specified period of time and/or suspension of MLS privileges.

15. Members may not use the Sentrilock system to access a lockbox and enter any property for any purpose other than the intended use of the SentiLock system. Violations are subject to a fine up to \$5,000 as per GMARs citation policy for each occurrence and/or suspension from use of the Sentrilock system for a specified period of time and/or suspension of *MLS* privileges. In the event of misuse of the Sentrilock system, the GMAR may notify all interested parties.

16. Members shall not allow their access to the SentiLock system to be loaned, given or used by other persons at any time. Violations are subject to a fine up to \$5,000 as per GMARs citation policy for each occurrence and/or suspension from use of the Sentrilock system for a specified period of time and/or suspension of *MLS* privileges.

17. Members acknowledge that it is necessary to maintain security of the Sentrilock system and their personal identification number (PIN) to prevent use by unauthorized persons. Members agree to:

- a) Keep their Sentrilock system access safe and secure at all times.
- b) Not attach the PIN number to any SentiLock system access card or smart phone application (fine up to \$500 for each violation).
- c) Not assign or transfer SentiLock system access card or smart phone application, or Sentrilock lockboxes from one member to another member.
- d) Not destroy, alter, modify disassemble, or tamper with the SentiLock lockbox.
- e) Notify the GMAR immediately but no later than 48 hours of the loss or theft of the Sentrilock system access card or smart phone application.
- f) Follow any additional security procedures specified by Sentrilock or the GMAR.

18. The listing participant shall remove the SentiLock electronic lockbox from the property within 72 hours after the listing expires, results in a closed sale or property rental, or whenever notified by property owner to remove the SentiLock electronic lockbox.

19. If a member accesses a SentiLock lockbox and finds the property key missing, or the property is unlocked or damaged, the member is required to notify the listing agent or listing office immediately.

20. The GMAR will conduct periodic audits to determine the number of SentiLock lockboxes that are assigned to members and properties. The GMAR will request that a predetermined number of SentiLock lockboxes not assigned to properties at the time of the audit be returned to the GMAR within 7 days of a member receiving notification to return the SentiLock lockboxes. If the member neglects to return the required Sentrilock Lock Boxes to the GMAR within 7 days

the member will be assessed a charge of \$25 per day, per lockbox until the SentiLock lockboxes have been returned to, and accepted by a GMAR staff member, during regular business hours.

21. Any member may be assessed penalties for violations of this User Agreement. Penalties may include letters of reprimand, fines as specified, suspension from use of the Sentrilock system for a period of time, and/or permanent revocation from the Sentrilock system.

22. A member shall be required to pay damages to offset all of the costs of re-establishing the security of the overall Sentrilock system if it is determined the security has been compromised through the negligence or fault of the member.

23. A member shall indemnify and hold harmless the GMAR, all of its respective officers, directors and employees from any and all loss, cost, expense, claims or demands whatsoever resulting from loss, use or misuse of the Sentrilock system, including, but not limited to, any and all liabilities, damages, 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.

This User 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 User Agreement which is not contained herein shall be valid or binding. This User Agreement is binding upon the heirs and personal representatives of the member.

DATED: _____

BY: Greater Milwaukee Association of REALTORS® (GMAR)_____

NAME (please print): _____

NAME (signature): _____