

Ozaukee REALTORS® Association
SentriLock User Credential and Lockbox Policy

The Electronic Lockbox System is a service of the Ozaukee REALTORS® Association (ORA). SentriLock is the Electronic Lockbox and Lockbox System vendor. The following Lockbox, Lockbox system policies, and Rules and Regulations are to be administered by the ORA.

SENTRILOCK LOCKBOX AND LOCKBOX SYSTEM POLICIES

1. Every Association REALTOR® member in good standing and who meets the criteria of the SentriLock Lockbox and Lockbox Policy shall be eligible to hold User Credentials/SentriCard, subject to their execution of a lease agreement. Membership in the Multiple Listing Service is not a requirement to participate in the System.
2. Affiliate members of the Association who are actively engaged in a recognized field requiring inspection of property or access to listed properties, may lease an Affiliate User Credentials/SentriCard, provided a lease agreement is signed by the User Credential holder and by a principal, partner, or corporate officer of the Keyholder's firm. Affiliate Keys, also known as Call Before Showing (CBS) keys are leased to Affiliate members as a service and convenience to the REALTOR®/Members of ORA.
3. REALTORS® from other Associations may lease User Credentials/SentriCard and will be charged a fee 50% higher than \$144 per year REALTORS® pay as part of their local dues.
4. Unlicensed personal assistants who are members in good standing of the Association and are under the direct supervision of an Association REALTOR® member, may lease an Assistant access User Credentials/SentriCard on the same terms and conditions as Realtor members provided a lease agreement is signed by the applicant and the firm's Designated REALTOR, for whom the licensed designee works, signs the "Authorization for Personal Assistant to Hold SentriLock User Credentials/SentriCard" form. All parties who sign the lease agreement on behalf of an unlicensed assistant are responsible for any non-conforming actions or misuse of equipment or the service. Licensed personal assistants may only lease User Credentials/SentriCard and/or Lockboxes if they are REALTOR members of ORA.
5. Licensed real estate agents whose licenses are with Referral Companies or are with non-REALTOR® firms may NOT lease User Credentials/SentriCard or Lockboxes.
6. When a User Credential holder, whether a REALTOR, Affiliate, or unlicensed personal assistant,
 - a. no longer chooses to participate in the Electronic Lockbox System, or,
 - b. is no longer a member of the Association, or
 - c. transfers to a different firm, the User Credential holder is responsible for notifying the Association of such change.

In the case of discontinuing the service or termination of membership, the User Credential holder is responsible for turning in the User Credentials/SentriCard and leased Lockboxes within 4 days, and fulfilling any other terms agreed to in the lease agreement. Lease charges on Keys will continue to be billed by ORA until all equipment is returned to the Association and the proper cancellation forms are signed and submitted. Leased Lockboxes assigned to that member, if applicable, must be returned within 4 days or the individual will be charged \$100.00, the full price for the replacement of each Lockbox assigned and any recovery and court costs as deemed necessary by ORA.

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7. When a User Credential holder, whether a REALTOR, Affiliate, or unlicensed personal assistant, loses or breaks a Lockbox or a Lockbox assigned to them is stolen, the member will be charged \$100.00 the full price for the replacement of each Lockbox. The replacement of a lost or stolen SentriCard the member will be charged a fee of \$20.00 per card.
8. Affiliate Members and Personal Assistants are not allowed to lease Lockboxes from the Association. REALTOR® members who are not User Credential holders may not lease Lockboxes.
9. The Association may refuse to sell or lease User Credentials/SentriCard, may terminate existing User Credentials/SentriCard lease agreements and may refuse to activate or reactivate any User Credentials/SentriCard held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Association, relates to the real estate business or puts or threatens to put clients, customers, or others at risk. The Association may suspend the right of User Credential holders to use User Credentials/SentriCard following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Association, 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
 - b. The relationship of the crime to the purposes for limiting Lockbox access
 - c. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
 - d. The extent and nature of past criminal activity
 - e. Time since criminal activity was engaged in
 - f. Evidence of rehabilitation while incarcerated or following release and
 - g. Evidence of present fitness.

RULES & REGULATIONS

1. Participant and Agent agree to indemnify and hold the ORA and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the ORA resulting from loss, use or misuse of the SentriLock 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 SentriLock System.
2. When signing up for the SentriLock services, the member must be present to receive the User Credentials/SentriCard. User Credentials/SentriCard cannot be mailed or picked up by others. SentriLock Lockboxes may not be transferred or assigned from one member to another.
3. 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 participating in the Electronic Lockbox System are not required to place a lockbox on a listed property.
4. 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

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compromised resulting in property theft or damage, for which that listing agent will be charged full price for the replacement of the lockbox.

5. Members may lease Lockboxes from the Association office at any time during normal business hours. The lease of a Lockbox requires the signature of the member on the lease agreement before the Lockbox can be released to the member.
6. If the member is unable to come to the Association offices to lease Lockboxes, they may send another person in their place. The Association will not mail or ship Lockboxes. A signed lease agreement and a signed statement specifying the person sent to pick up the Lockboxes is acting as a representative of the Keyholder is required before the Association can release leased Lockboxes to that person.
7. A SentriLock Keyholder may not use the User Credentials/SentriCard to access a Lockbox without first calling the listing office or co-op 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. Repeated violations of this rule may result in penalties, including but not limited to fines up to \$1,000 for each violation and/or suspension from use of the Electronic Lockbox System for a specified period of time.
8. No ORA Member or Affiliate may use their SentriLock Lockbox Key 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 or seller. Written consent does not apply to Affiliates using lockbox codes to access a property when unaccompanied by others. No unlicensed individual who has been admitted to the property by a SentriLock Keyholder may remain in the property after the SentriLock Keyholder has departed the property, unless written consent has been provided by the listing agent or the seller. Violations subject to a \$1,000 fine for each occurrence.
9. A SentriLock Keyholder may not use the User Credentials/SentriCard to access a Lockbox and enter any property for any purpose other than the intended use of the Lockbox system. Violation of this rule may result in penalties, including but not limited to fines up to \$1,000 for each violation and/or suspension or termination from the Lockbox System. In the event of misuse of the Lockbox system, the Association may notify all interested parties.
10. User Credential holders shall not allow their User Credentials/SentriCard to be loaned, given or used by other persons at any time. Violations of this rule will result in penalties, including but not limited to a fine of up to \$5,000 for each violation of this rule and/or suspension from use of the Electronic Lockbox System for a specified period of time.
11. Electronic User Credential holders acknowledge that it is necessary to maintain security of the User Credentials/SentriCard and its personal identification number (PIN) to prevent use by unauthorized persons. User Credential holders agree to:
 - a. Keep the User Credentials/SentriCard in a safe place at all times.
 - b. Not attach the PIN number to the User Credentials/SentriCard. (fine up to \$500 for each violation)
 - c. Not assign their leases, or transfer their User Credentials/SentriCard or Lockboxes from one member to another member.

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- d. Not destroy, alter, modify disassemble, or tamper with the lockbox.
 - e. Notify the Association immediately but no later than 48 hours of the loss or theft of the User Credentials/SentriCard.
 - f. Follow any additional security procedures specified by SentriLock or the Association.
12. The listing participant shall remove the Electronic Lockbox from the property within 48 hours after the listing expires, results in a closed sale or property rental, or whenever notified by property owner to remove the Electronic Lockbox.
13. If a User Credential holder accesses an Electronic Lockbox and finds the property key missing, or the property is unlocked or damaged, the User Credential holder is required to notify the listing office immediately.
14. Any User Credential holder may be assessed penalties for violations of these Electronic Lockbox System Rules. Penalties may include letters of reprimand, fines as specified, suspension from use of the Electronic Lockbox System for a period of time, and/or permanent revocation from the Electronic Lockbox System.
15. A User Credential holder and/or responsible person/entity, shall be required to pay damages to offset all of the costs of re-establishing the security of the overall SentriLock Electronic Lockbox System if it is determined the security has been compromised through the negligence or fault of the SentriLock User Credential holder.
16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:
This written contract expresses the entire agreement between Participants, Agents and ORA with respect to SentriLock 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 Participant or Agent.

BY: Ozaukee REALTORS® Association (ORA)

Participant:

Print Name

Signature

Date