

NORTH SHORE - BARRINGTON ASSOCIATION OF REALTORS®
SentriLock Electronic Lockbox System Lease and Use Agreement for Assistants

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN THE NORTH SHORE – BARRINGTON ASSOCIATION OF REALTORS® (NSBAR) AND THE UNDERSIGNED REALTOR® MEMBER and Assistant regarding the lease by the REALTOR® Member's Assistant of an electronic SentriCard and the use by the REALTOR® Member's Assistant of an electronic lockbox system operated by NSBAR under license from SentriLock, LLC.

WHEREAS:

- A. NSBAR has contracted with SentriLock, LLC to obtain the Electronic Lockbox System (System).
- B. NSBAR is making the System available to its REALTOR® Members and Assistants.
- C. The REALTOR® Member Assistant has leased from NSBAR a SentriCard with Personal Identification Number (PIN).
- D. NSBAR wishes to make its REALTOR® Members ultimately responsible for the lease and safekeeping of the SentriCard.
- E. The REALTOR® Member and Assistant wishes to use the System
- F. The Assistant is eligible only if the REALTOR® Member the assistant works for also has a SentriLock Card.
- G. Licensed Assistants are not eligible for this type of SentriLock Lease Agreement, they shall use the REALTOR® version.
- H. The SentriCard remains the property of SentriLock, leased through North Shore – Barrington Association of REALTORS® _____ (initial here)

WITNESSETH: NSBAR hereby licenses the REALTOR® Member and Assistant to use the System on the following terms and conditions:

1. **KEYPAD LEASE:** In consideration of the sum of \$70.00 for the 12 month terms, payable in advance on October 1st of each calendar year, NSBAR does hereby lease and convey: SentriCard, SentriLock ID and Password. Optional Card Reader and applicable software (serial numbers as noted on the reverse of this agreement) are available for purchase to REALTOR® Member's Assistant, named below, to be held and used by REALTOR® Member's Assistant, named below, pursuant to this Agreement.

2. **CURRENT UPDATE CODE:** REALTOR® Member and Assistant acknowledge that the SentriCard requires an update code and that this code expires every day prohibiting further use of the SentriCard until a new current update code is obtained from NSBAR through SentriLock via Card Reader installed on a PC with valid internet connection. **ONLY REALTOR® Members in good standing at NSBAR are eligible for this system. Assistants to REALTOR® Members who request an Assistant SentriLock Card are also eligible for service, pending further review and acceptance of this agreement by NSBAR Staff.**

3. **SECURITY OF KEYPAD:** The REALTOR® Member and Assistant acknowledge they will maintain security of the SentriCard and prevent use by unauthorized persons. Consequently, the REALTOR® Member and Assistant agrees: _____ (initial here)

- (a) **To keep the SentriCard in the REALTOR® Member's or Assistant's possession or in a safe place at all times;**
- (b) **To not allow his/her PIN to be attached to, or with the SentriCard;**
- (c) **To not loan the SentriCard to any person whether or not a real estate licensee, to not use the SentriCard for any personal purpose whatsoever or to permit the SentriCard to be used for any purpose by any other person;**
- (d) **To not duplicate the SentriCard or allow any other person to do so;**
- (e) **To not assign, transfer or pledge this agreement or the SentriCard without the written permission of NSBAR;**
- (f) **To immediately notify NSBAR in writing of the loss or theft of the SentriCard and the circumstances surrounding such loss or theft, and to cooperate with the proper authorities in reporting the loss;**
- (g) **To not damage or deface the SentriCard;**
- (h) **To return the SentriCard to the NSBAR office in Northbrook or Barrington, Illinois on termination of current affiliation or on notice from NSBAR;**
- (i) **To get permission from the listing agent or broker whom the Assistant is working prior to using the SentriCard to place keys into the box. Permission is needed EACH time this is done.**
- (j) **The Assistant will never use this card for purposes of showing property to prospective buyers, nor will Assistant permit any other person, regardless of who it is, use this card at any time.**

4. **AUDIT/INSPECTION OF KEYPAD:** Upon receipt of written notice, SentriCard holder shall immediately submit the SentriCard for inspection at the NSBAR office at a time designated by NSBAR. **The SentriCard shall be deemed lost if a SentriCard holder refuses or is unable to demonstrate that the SentriCard is within the SentriCard holder's physical control.** Those SentriCard considered by NSBAR, at its discretion, to be lost will be deactivated immediately. A fine will be assessed.

5. **STATUS:** **The REALTOR® Member must be a REALTOR® Member in good standing of NSBAR in order to use the System.** Eligibility of REALTOR Assistant to obtain a SentriLock Card from NSBAR for purposes of placing keys into a lockbox, placing lockbox on listing, or removing lockbox from listing shall be at the discretion of NSBAR Staff persons who issue SentriLock equipment. For clarification, the failure to maintain a REALTOR® Member's status as a REALTOR® Member in good standing of NSBAR will constitute an event of default under this agreement. Any sales associate, appraiser, or REALTOR Assistant NOT currently affiliated with an eligible REALTOR® Member Broker will not be permitted to continue access to the System, even if said associate was previously affiliated with an eligible Broker, leases a SentriCard, or has paid the access fee. When any associate again becomes affiliated with an eligible Broker, system access will be reinstated from that time forward subject to payment of any access fee for the then current service period.

- (a) When leaving NSBAR to join another association the SentriCard and equipment must be returned to NSBAR;
- (b) When leaving the business the SentriCard and equipment must be returned to NSBAR.

6. **AUTHORIZATION:** The only authorized functions to be performed with an Assistant SentriLock Smart Card are: **place a lockbox on a listing or remove a lockbox from a listing. Assistant SentriCards® can only open the key compartment of the lockboxes owned by their Agent; or someone who granted the Agent team member privileges. Assistant SentriCards® can only open the key compartment of the lockboxes owned by their Agent; or someone who granted the Agent team member privileges.**

→ I affirm and agree with the terms of this agreement _____ (Initial here)

7. **LOST SentiCard:** If the SentiCard is ever damaged, destroyed, lost or stolen, the REALTOR® Member and Assistant agree to **notify NSBAR immediately**. At that time, the SentiCard will be deactivated by NSBAR and a \$7.50 replacement cost will be assessed for a replacement SentiCard for the REALTOR® Member's Assistant.
8. **DEFAULT:** If the REALTOR® Member's Assistant fails to observe, keep or perform any obligation or provision of this agreement, NSBAR in addition to any specific rights set out herein, shall have the further right to exercise any and all of the following:
- (a) to deactivate the SentiCard;
 - (b) to terminate this agreement;
 - (c) to take legal action against the REALTOR® Member, their Assistant, and the REALTOR® Member's broker to recover all damages incurred by NSBAR resulting from such default and/or improper use of the SentiCard;
 - (d) To pursue any other remedy at law or in equity.
9. **INDEMNITY:** The REALTOR® Member and Assistant agree to indemnify and hold NSBAR harmless from any and all liability, obligation or demands against NSBAR arising out of the loss or improper use by the REALTOR® Member Assistant of the SentiCard, Lockbox or SentiLock System, including but not limited to any and all liabilities including lawyers fees incurred by NSBAR as a result of damage or injury to premises or persons arising out of the use by the REALTOR® Member Assistant or by any other person of the SentiCard, SentiLock box, or System. The REALTOR® Member Assistant specifically waives releases and holds harmless NSBAR from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the System.
10. **REIMBURSEMENT:** SentiCard holder agrees to reimburse NSBAR for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against SentiCard holder as a result of SentiCard holder's failure to act in accordance with this Agreement. In the event NSBAR commences legal proceedings against SentiCard holder to enforce or interpret any of the provisions of this agreement, SentiCard holder agrees to pay all costs incurred together with reasonable attorney's fees as determined by the court both at trial and on any appeal.
11. **RULES AND REGULATIONS:** Those portions of the rules and regulations of NSBAR or other regulations pertaining to SentiCards, Lockboxes and the SentiLock System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. The REALTOR® Member and Assistant agree to comply with the provisions contained herein as well as any and all reasonable rules and regulations promulgated by NSBAR and contained with the MRED rules and regulations or other regulations (as they relate to SentiCards, Lockboxes, and the SentiLock System) from time to time amended. The REALTOR® Member agrees that violation of this agreement shall constitute a violation of the rules and regulations of NSBAR. **NSBAR may NOT sell SentiLock System Services to affiliates, non members of a local board, or appraisers** as the current agreement between NSBAR and SentiLock prohibits it. Assistants are never allowed ownership of purchased or loaned lockboxes. The only authorized functions to be performed with an Assistant SentiLock Smart Card are: **place a lockbox on a listing or remove a lockbox from a listing, Assistant SentiCards® can only open the key compartment of the lockboxes owned by their Agent; or someone who granted the Agent team member privileges. Assistant SentiCards® can only open the key compartment of the lockboxes owned by their Agent; or someone who granted the Agent team member privileges.**
12. I understand that by providing my mailing address, email address, telephone number, or fax number, I consent to receive communications sent by or on behalf of the North Shore – Barrington Association of REALTORS® (and its subsidiaries and affiliates) via regular mail, email, telephone, or fax. I understand that NSBAR will not share my address/email/telephone/fax with other organizations but will share my address/email/telephone/fax with other members of NSBAR.

PLEASE NOTE: Violations of Keypad security rules will incur fines up to \$5000.00.

Please follow the security rules and regulations

**NORTH SHORE - BARRINGTON ASSOCIATION OF REALTORS® RECEIPT, and LESEE'S
ACKNOWLEDGEMENT OF KEY LEASE RULES**

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|---|--------------|--------------------------------|
| Assistant Name (Last Name, First Name) | | Assistant ID #/Office # |
| SentiCard serial #: | Pin#: | Card Reader serial #: |
| CELL PHONE#: | | |
| Responsible REALTOR® Member | | REALTOR® Member ID |
| <i>(print on above line)</i> | | |
| REALTOR® Member Signature | | Date |
| By signing this agreement, I understand this is a <i>LEASE</i> and <i>Not OWNERSHIP</i> of the SentiLock System. I agree to abide by all rules and regulations contained herein and understand that by signing this agreement, I am bound to all rules and regulations. | | |
| Assistant Signature | | Date |
| Driver's License #: _____ | | NSABR Staff Initials: |