

Golden Isles Multiple Listing Service, Inc.
MLS SentiLock Smart Card Usage Agreement

IT IS HEREBY AGREED by and between the Golden Isles Multiple Listing Service, Inc. and the MLS Participant/Subscriber _____ that Participant/Subscriber may access the MLS and Lockbox services provided by the MLS under the following terms and conditions, Usage Standards, and Rules and Regulations of the Service.

1. **Representation:** Subscriber warrants as of the date of this agreement that he/she is licensed by the state of Georgia as a real estate broker, real estate salesperson, real estate appraiser or real estate appraiser trainee, who is or is affiliated with the MLS Participant in good standing and will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer a MLS Subscriber in good standing or affiliated with the MLS Participant in good standing, Subscriber agrees to notify the MLS.
2. **Usage & Definition:** MLS will issue a MLS User login ID and SentiLock Smart Card to Subscriber. Issuance of the MLS User Login ID will entitle Subscriber to (1) access and use the MLS system through a system-compatible computer using an internet connection provided by the Subscriber and (2) obtain a SentiLock Smart Card that can be used to access SentiLock electronic lockboxes located on listed properties. *The MLS User Login ID and SentiLock Smart Card is provided exclusively for the individual use of Subscriber and may not be shared with or used by any other individual.*

Subscriber agrees that a lockbox is a container affixed to property as a device to gain access to the property being marketed by a Participant in the Multiple Listing Service (MLS). Participants in the MLS or their Subscribers are authorized under certain conditions to open these lockboxes under terms specified by the listing broker. **Participants and their Subscribers, functioning as agents of potential purchasers, must contact the listing broker to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the listing broker.**

3. **Fee:** Subscriber agrees to pay for the SentiLock Smart Card = \$5.00 for initial card

Damaged cards will be replaced at no charge, but the damaged card must be returned before a replacement can be issued. Lockboxes and readers are sold separately. The cost to purchase lockboxes may vary from time to time and is the sole responsibility of the Subscriber.

4. **Receipt of Equipment:** Subscriber acknowledges receipt of the following equipment from the MLS:
 - One SentiLock Smart Card – Serial # _____
 - _____ Card Reader(s) @ \$ _____ for a total of \$ _____
5. **Smart Card Update:** Subscriber acknowledges that the Smart Card **must be updated at regular intervals of seven (7) days** by placing the Smart Card in a MLS approved Card Reader or by other authorized method.
6. **Term of Agreement:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:
 - a. Termination of Subscriber as an MLS Subscriber for any reason including, but not limited to, non-payment and license termination
 - b. Termination of Subscriber's association with MLS or his/her local Association of REALTORS® for any reason
 - c. Failure of the Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security outlined in Paragraph 7.
 - d. Subscriber acknowledges that by signing this Agreement, h/she is granted a license to use the MLS systems, SentiLock Smart Card and Card Reader, applicable software and lockboxes under the terms of this agreement.
7. **Security:** Subscriber acknowledges that it is necessary to maintain security of the Smart Card and Lock Box system to prevent its use by unauthorized persons. Subscriber agrees:
 - a. To keep the Smart Card in Subscriber's possession or in a safe place at all times
 - b. Not allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Smart Card
 - c. Not to duplicate the Smart Card or allow any person to do so
 - d. Not assign, transfer, or pledge the rights of the Smart Card or Card Reader
 - e. To notify the MLS immediately of the loss or theft of a Smart Card
 - f. To follow the guidelines as outlined in the Lockbox Usage Standards Sheet
 - g. To recognize the responsibility to ensure the security of properties accessed through the use of a Lockbox.

8. **Replacement Smart Cards:** If the original issued Smart Card is lost or stolen, and the loss or theft has been immediately reported to MLS, a replacement Smart Card will be issued to the Subscriber upon written notice and payment of a \$50.00 replacement Smart Card each replacement.

9. **Disciplinary Action:** Subscriber agrees to be subject to the disciplinary rules and procedures of the Golden Isles Association of Realtors® Professional Standards Committee and/or the MLS Compliance Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of MLS Access, the Smart Card, Card Reader and Subscriber's right to be issued a Smart Card or Card Reader. No referral to the Golden Isles Association of Realtors® Professional Standards Committee is required for termination of services for failure to pay required fees.
10. **Indemnification:** Subscriber agrees to indemnify and hold MLS and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MLS resulting from the loss, use or misuse of the MLS or SentiLock 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 SentiLock System.
11. **Reimbursement:** Subscriber agrees that in the event MLS shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, Subscriber, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MLS may be entitled.
12. **Authorization:** Subscriber will secure authorization from the owner in possession of any property listed for sale prior to the installation and use of a Lock Box on such property. Subscriber agrees that extreme care shall be taken by Subscriber to ensure that the Lock Box and all doors or any property entered by Subscriber through the use of the Smart Card shall be locked when Subscriber leaves the property.
13. **Ownership of MLS Compilation and Copyrights:** Subscriber acknowledges that the act of submitting any property listing data, supporting documents, photographs or line drawings to the MLS represents that he/she has been authorized to grant and also thereby does grant authority for MLS to include such information into its copyrighted MLS compilation and any statistical reports. All information stored in the MLS System including but not limited to real property listing data, photographs, real property parcel data, HUD/VA data agent and office information (the "MLS Compilation"), is owned or leased by MLS as part of the copyrighted MLS Compilation. Subscriber agrees to use the MLS Compilation only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with the Golden Isles Multiple Listing Service, Inc. Rules and Regulations, policies and procedures. Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the MLS Compilation, except as permitted in the Rules and Regulations.
14. **Additional Terms and Conditions:** Subscriber agrees to the terms as outlined in this Agreement. Upon termination of this Agreement as specified in Paragraph 6, Subscriber agrees to immediately cease using the Smart Card, Card Reader and any applicable Software. This written contract represents the entire agreement between participants. This Agreement supersedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.

Subscriber

Printed Name: _____

Signature: _____

Date: _____