

RMLS SENTRILOCK SENTRIKEY® AUTHORIZED USER AGREEMENT

IMPORTANT: Complete, sign and include this agreement if you want access to lockboxes.

IT IS HEREBY AGREED AMONG **REGIONAL MULTIPLE LISTING SERVICE, INC.** ('RMLS'), AND **MLS PARTICIPANT** (known as 'Authorized User' or 'Participant')

(Name of MLS Participating **Broker**)

(Name of **Company**)

AND **MLS PARTICIPANT'S LICENSEE** ('Authorized User' or 'Subscriber')

(Name of **Subscriber**)

1. TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates subscription with RMLS, or one of the following events occurs:

- a. Termination of a Participant as a participant in RMLS.
- b. Termination of Subscriber's association with the said Participant for any reason.
- c. Failure of the Participant/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 in paragraph 6 below.

2. SECURITY OF SENTRIKEY® ACCOUNT: Participant and Subscriber acknowledge that it is necessary to maintain security of their SentiKey® account to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To not disclose to any third party their personal identification number (PIN).
- b. TO NOT GIVE THEIR SENTRIKEY® ACCOUNT CREDENTIALS TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THEIR SENTRIKEY® ACCOUNT TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- c. To follow all additional security procedures as specified by RMLS.

3. RMLS RULES AND REGULATIONS, SANCTIONS: Participant and Subscriber agree to abide by the RMLS Rules and Regulations in connection with use of the SentiKey® app. Sanctions for violations of such Rules and Regulations may include a fine of up to \$15,000 and/or suspension or expulsion from RMLS.

4. INDEMNIFICATION: Participant and Subscriber agree to indemnify and hold RMLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against RMLS resulting from loss, use or misuse of the 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.

5. REIMBURSEMENT: The parties agree that if suit or action is brought to enforce or interpret the terms of this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorneys' fees and costs and in such suit or action and in any appeal therefrom.

Please **EITHER** fax this document to 503.230.0689 (outside Portland Metro area use 877.256.2170) **OR** email a pdf copy to frontdesk@rmls.com. **Please do not do both.** We strive to process your submission within 24 hours after receipt, however, please allow up to 48 hours. We will contact you with login and payment instructions.

6. GOVERNING LAW: In respect to the validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, Oregon law shall apply and venue shall be in Multnomah County, Oregon, unless Participant's primary address shown on RMLS records is in Washington state, in which case Washington law shall apply, and venue shall be in Clark County, Washington.

7. PARTIAL INVALIDITY: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

8. DISCLOSURE TO CLIENTS: The Listing Participant/Subscriber shall obtain specific written authorization from the seller before placing a lockbox on the seller's property and before the listing is published in RMLS, reflecting that a lockbox has been authorized by seller.

9. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is a Participant of RMLS and also either a licensed real estate broker or a licensed or certified real estate appraiser.
- b. Participant warrants that Subscriber possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with RMLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Subscriber associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Subscriber.
- d. Participant agrees to notify RMLS immediately, in writing, should the Participant or Subscriber terminate their relationship or should the Subscriber's license be transferred.
- e. Participant agrees that they are jointly and severally liable, together with the Subscriber, for all duties, responsibilities and undertakings of the Subscriber under this Agreement and understands that failure to follow the provisions of this Agreement may result in the loss of MLS SentiKey® App privileges and, further, could cause RMLS to remove all SentiKey® access issued to the Participant and the Participant's other subscribers.

10. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This Agreement expresses the entire agreement between Participant, Subscriber and RMLS with respect to SentiLock SentiKey® App. 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 and Subscriber.

IMPORTANT: If lockbox access is **NOT** needed at this time, DO NOT sign/DO NOT submit to RMLS.

Dual licensed. No additional fee.

Subscriber's Name Printed: _____

Subscriber's Signature: _____

Date: _____

Participant Broker's Name Printed: _____

Participant Broker's Signature: _____

Date: _____

Brokerage Name: _____

(As shown on real estate license)

RMLS: _____ **Date:** _____

16101 SW 72nd Ave., Suite 200
Portland, Oregon 97224
(503) 236-7657

RMLS Use Only

Initials: _____ Date: _____

Contact ID #: _____ Subscriber #: _____ Org ID #: _____ SLUA ON FILE CRM note: Y / N/A

SLUA