



## Great Falls Association of REALTORS® SentiKey® Authorized User Agreement

Upon acceptance of this Authorized User Agreement (the “Agreement”) by the undersigned Authorized User (the “Authorized User”) this Agreement will govern the Authorized User’s rights to use the Lockbox System as hereinafter defined.

The Great Falls Association of REALTORS®, Inc. (GFAR) and SentiLock, LLC (“SentiLock”) have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System (the “Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (the “Lockbox” or “Lockboxes”) and access to SentiSmart® and SentiKey® apps for management of Lockbox access and administration. GFAR offers the Lockbox System services to active Participants and Subscribers of the Montana Regional MLS, LLC (the “MLS”) and members of GFAR. The parties agree as follows:

- 1. USE:** The Authorized User may use the Lockbox System and any Lockbox GFAR provides to and registers to the Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other GFAR approved Authorized User within the terms and conditions set forth in this Agreement.
- 2. OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of GFAR. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
- 3. TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of GFAR’s master agreement with SentiLock; (2) termination of participation with the MLS and/or membership in GFAR; (3) GFAR terminates this Agreement as provided in Section 10 of this Agreement; or (4) the Authorized User terminates this Agreement with written notice to GFAR. Upon termination of this Agreement for any reason, the Authorized User shall surrender their usage of the Lockbox System immediately and return all Lockboxes to GFAR in good condition. The Authorized User shall reimburse GFAR for the cost of any damaged, stolen or lost Lockboxes, including any applicable shipping charges.
- 4. PAYMENT:** The Authorized User acknowledges that GFAR shall invoice the Authorized MLS Participant (Broker/Appraiser) (the “Participant”) for Lockbox services annually for every Authorized User in the Participant’s firm, in accordance with GFAR’s billing policy. The Participant will be assessed a User Service Fee for every authorized user’s use of the Lockbox System as determined by the GFAR Board of Directors. If the Participant fails to pay the User Service Fees by the due date, GFAR may assess a late penalty and/or reactivation fee, and de-activate all authorized user’s services who are associated with the Participant until the fees and late penalty are paid in full including, without limitation, the Authorized User. GFAR does not accept payment from an authorized user who is not also the Participant as per GFAR’s billing policy.
- 5. LICENSE:** The Authorized User acknowledges that the Lockbox System and the Lockboxes are the sole property of SentiLock and GFAR, respectively. The Authorized User acknowledges that the Lockbox System is a work in which SentiLock has patent, copyright and trademark rights and that the license SentiLock has granted to GFAR is for the purpose of facilitating the ability of GFAR members to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. The Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the Lockbox System or any portion or element thereof. The Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way

relating to the possession, use or maintenance of the Lockboxes. Any Lockboxes registered to the Authorized User by GFAR under this Agreement shall be returned as required by SentiLock or GFAR. GFAR may, at its discretion, require the Authorized User to replace the Lockboxes with Lockboxes compatible with the Lockbox System.

6. **DUTIES TO CLIENTS:** Lockboxes may not be placed on a property without written authorization from the seller/owner (and tenant if applicable). Written authorization must be obtained before placing a Lockbox on the property and before the listing is input into the MLS.
7. **LOSS AND DAMAGE:** The Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized User under this Agreement which shall continue in full force and effect.

In the event any lockbox is damaged, Authorized User shall return the damaged Lockbox to GFAR who shall then submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, the Authorized User shall reimburse GFAR for any costs incurred in connection with the repair, replacement, or shipping costs of the Lockbox.

If a Lockbox is lost or stolen, or if in the reasonable judgment of GFAR, a Lockbox has been destroyed or damaged beyond repair, the Authorized User will pay GFAR the total current replacement cost including all applicable shipping costs.

8. **AUDIT/INSPECTION:** From time to time, GFAR may conduct a full audit requiring Authorized Users to verify the then-current location of all Lockboxes. The Authorized User agrees to fully cooperate with such audits. GFAR shall, at any and all times, have the right to go to any property where a Lockbox is located for the purpose of inspecting or observing its use. The Authorized User shall give GFAR immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever GFAR requests, advise GFAR of the exact location of each Lockbox. In the event a Lockbox cannot be accounted for, GFAR reserves the right to assess a replacement cost of the Lockbox, including any applicable shipping cost, to the Authorized User.

Lockboxes owned or leased by GFAR can be recalled at any time, whatsoever with notice to the Authorized User. If the Authorized User fails to return Lockboxes as indicated in the notice, GFAR reserves the right to assess the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Authorized User.

9. **DISCLAIMER OF WARRANTIES:** GFAR is not the manufacturer, supplier or dealer of the Lockbox System. Accordingly, GFAR makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof including the Lockboxes, or their materials or workmanship. GFAR further disclaims any liability for loss, damage, or injury to the Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System or any Lockbox, whether arising from GFAR's negligence or application of the laws of strict liability. The Authorized User takes possession of any and all Lockboxes issued to them "as is".
10. **FAILURE TO COMPLY:** The Authorized User agrees to be subject to the disciplinary rules and procedures of GFAR for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox issued to the

Authorized User under this Agreement. GFAR or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox System, and any other Lockbox Service for cause, including but not limited to:

- a. Violation of GFAR's Lockbox Rules and Regulations, applicable Bylaws, or other applicable rules or policies including but not limited to regulations of the Montana Board of Realty Regulation, and the National Association of REALTORS®;
- b. Non-payment of fees due, regardless of conduct or other rules;
- c. Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of GFAR;
- d. Allowing access to the Lockbox without Seller's/Owner's written authorization;
- e. Criminal activity including property damage and theft from a property secured by a Lockbox; or
- f. Dissemination of any information that would jeopardize the security or integrity of the Lockbox System including but not limited to, a property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals.

11. **SURRENDER:** The Authorized User agrees to return all Lockboxes within five (5) business days to GFAR after occurrence of any of the following events:

- a. Termination of participation with the MLS and/or membership in GFAR;
- b. Termination of Authorized User's affiliation with a Participant;
- c. Termination of this Agreement under Section 10 of this Agreement; or
- d. In the event of the death of the Authorized User, heirs or personal representatives will return all Lockboxes to GFAR.

12. **RECIPROCITY:** Authorized User may have rights to use lockbox systems of other REALTOR® associations including those that use the Lockbox System. If accessing a lockbox in an association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such association and be subject to any discipline therein.

13. **INDEMNIFICATION:** The Authorized User agrees to indemnify and hold GFAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GFAR resulting from loss, use or misuse of the Lockbox 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 Lockbox System. The Authorized User shall promptly notify GFAR of any claim, and cooperate fully with them in defending or settling any claim.

14. **NOTICES:** All notices, demands, or consents required or permitted under this Agreement shall be submitted either in writing and delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party at the following addresses:

**GFAR:** 401 13<sup>th</sup> Ave South, Great Falls, MT 59405      Email: [info@gfar.realtor](mailto:info@gfar.realtor)

**Authorized User:** To the contact information on file at GFAR

15. **ASSIGNMENT:** The Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or

obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by GFAR.

All rights of GFAR hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to the Authorized User. If GFAR assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by GFAR hereunder or pursuant to any other agreement between GFAR or the Authorized User, should there be one, shall excuse performance by the Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by GFAR under the terms of this Agreement. Anything herein contained to the contrary, GFAR shall not have the right to, and agrees that it will not, include in any such assignment any of GFAR's rights against vendors, manufacturers or suppliers of any of the Lockboxes.

16. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. The Authorized User acknowledges that by entering into this Agreement, the Authorized User has transacted business in the State of Montana. The Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in State of Montana, as to all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.
17. **PARTIAL INVALIDITY:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
18. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Authorized User and GFAR with respect to the Lockbox System. 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 in the event of death of the Authorized User.
19. **AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with this Agreement, GFAR Lockbox Rules and Regulations and Lockbox System Policies any of which may be from time to time amended. A copy of the GFAR Lockbox Rules and Regulations and Lockbox Violation Policy can be found online by logging into the GFAR website or via request at the GFAR office. I understand that violations of GFAR Lockbox Rules and Regulations may result in fines and/or suspension or termination of Lockbox Service.

Authorized User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized User Name (print): \_\_\_\_\_

Office/Firm Name: \_\_\_\_\_

**Great Falls Association of REALTORS®, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_