

**GREATER AUGUSTA ASSOCIATION OF REALTORS, INC.
SENTRILOCK AND SENTRIKEY LOCKBOX SYSTEM
KEYHOLDER AGREEMENT AND
RULES AND PROCEDURES**

THIS KEYHOLDER AGREEMENT (“Agreement”) is entered into as of the date set forth in the signature block below, by and between the keyholder referenced in the signature block (“Keyholder”), a member of **Greater Augusta Association of REALTORS®, Inc.** (“Organization”), and SentiLock, LLC, a Delaware limited liability company (SentiLock). Keyholder and SentiLock agree as follows:

1. LICENSE

a. **SentriKey.** A networked, mobile application using a mobile device with an operating system approved by SentiLock (“Device”). During the Term, SentiLock may in its sole discretion approve additional Devices for use with the Service. SentiLock does not provide any warranty of the Device. The combination of the Device and SentiLock Software is referred to collectively as the “SentriKey” or “Key”.

b. SentriKey allows Keyholders to communicate with the SentiLock Lockbox to access property listing keys and to perform other functions.

c. **Network.** SentiLock grants to Keyholder a limited non-exclusive, non-transferable, revocable license for the Term to use SentiLock’s computer network accessible to Keyholder through third-party telecommunication and internet services (the “Network”), which is necessary for the use and operation of the SentriKey and for access to SentiLock’s Keyholder/Keybox Information Manager database.

2. USE OF SERVICE AND TITLE The service (“Service”) is comprised of the software incorporated in the Keys, Lockboxes, Network, eSYNC Software (collectively, “Software”); the equipment incorporated in the Lockboxes (“Equipment”); the Network; and the Database. The Service is more fully described in the applicable user guide which is available electronically and incorporated herein by reference. The Service, including all Equipment (except LockBoxes, if applicable), replacements, or Software (including any upgrades or revisions), is and shall at all times remain the property of SentiLock. All applicable rights in patents, copyrights, trade secrets, and trademarks, are and at all times shall remain the property of SentiLock. Keyholder agrees: (i) to comply with the Service rules and regulations set forth in the user guide; (ii) that it is necessary to maintain the security of the Key and the personal identification number (“PIN”) in order to prevent the use of the Key by unauthorized persons; (iii) not to share the Key; and (iv) that the Service, including any SentiLock product used in connection with the Service, is not a security system. The Service is a marketing convenience key control system; therefore, any loss of the Key, sharing of the Key, or disclosure of the PIN may compromise the integrity of the Service.

3. TERM This Agreement shall commence on the date set forth in the signature block and terminate on the date set forth in the System Agreement between GAAR and SentiLock (the “Term”), unless terminated sooner or extended in accordance with the terms of the Agreement. KEYHOLDER IS ENTITLED TO TERMINATE THIS AGREEMENT OR TO CHANGE SERVICE AS PROVIDED HEREIN.

4. FEES

a. Keyholder shall pay to SentiLock fees (the “System Fee”) for the right to use the Service

during the Term plus all applicable tax, tax reimbursement, and any annual adjustment.

b. Keyholder shall be required to pay the applicable System Fee when entering into this Agreement; plus subsequent annual payments thereafter during the Term of this Agreement; plus any applicable Key activation fee. Payments shall be made through automatic charges or debits to Keyholder's designated account. SentiLock may elect to receive the ongoing payments up to ten (10) days after the due date.

c. If Keyholder subscribes to a multiple listing service ("MLS") and the MLS discontinues providing MLS data for any reason, the System Fee paid by Keyholder for use of the SentiLock Software shall not be reduced.

d. During the Term, Keyholder shall not close, terminate, cancel, overdraw, overcharge, change, or otherwise impair SentiLock's rights to automatic charges or debits to the Account. SentiLock reserves the right to add to or modify the available System Fee payment options during the Term. Keyholder shall be required to notify SentiLock in writing and deliver a new Account authorization to SentiLock forty-five (45) days before closing, terminating, cancelling or changing the Account.

e. Keyholder agrees to pay to SentiLock a late fee of \$25.00 for any System Fee that is not received by SentiLock within five (5) days after the date such payment is due. Keyholder also agrees to pay to SentiLock a fee of \$25.00 for any Keyholder payment that is returned unpaid or for insufficient funds or credit.

f. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO SENTRILOCK SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT, AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OF THE SERVICE OR FOR ANY LOSS OR DAMAGE.

5. CHANGE OF SERVICE

a. Keyholder shall be entitled to change at any time the Service by terminating this Agreement in accordance with Section 11 and entering into a new keyholder agreement with SentiLock.

b. Organization and SentiLock have entered into a Master Agreement, which provides the terms under which SentiLock will provide the Service to Organization and Keyholder. Keyholder agrees that if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service may no longer be available to Keyholder, in which case this Agreement shall terminate in accordance with Section 11. Keyholder further agrees that if the Master Agreement is amended by Organization and SentiLock for any reason during the Term, the Service may be modified or upgraded, in which case the terms of this Agreement may be amended (including without limitation, an increase or other change in the System Fee or other fees due under this Agreement) upon written notice to Keyholder by SentiLock. Except as the rights and obligations of Keyholder and SentiLock under this Agreement may be affected as described in the two (2) preceding sentences, the rights and obligations between Keyholder and Supra with respect to the Service are governed solely by the terms and conditions of this Agreement.

c. SentiLock may discontinue any item of Equipment or Software used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If SentiLock discontinues any item of Equipment or Software, the any item of Equipment and Software provided to Keyholder hereunder shall continue to be completely compatible with and shall function with the Service.

6. WARRANTY All Software manufactured by SentiLock and used in connection with the Service is warranted against defects in workmanship and/or materials, to be fit for its intended purpose, and to conform in all material respects to its written specifications for the Term of the Agreement. SentiLock shall, without charge, repair or replace such defective or nonconforming Software for the

Term of the Agreement. Keyholder must return at her or his sole cost and expense any defective or nonconforming Software under warranty to SentiLock or at SentiLock's request, to Organization. This warranty does not extend to any loss, damage, or destruction caused by accident, abuse, neglect or misuse.

7. RISK OF LOSS; RETURN OF EQUIPMENT AND SOFTWARE

a. No loss, damage or destruction to any Software or to any other item included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.

b. At the expiration of the Term or earlier termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall return or delete all Software provided by SentiLock and shall delete such Software from all of Keyholder's Devices used with the Service.

8. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against SentiLock relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless SentiLock, and its directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by SentiLock in such proceeding.

b. **SentiLock shall not be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide SentiLock with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment and/or Software and/or Service within ten (10) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

9. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement:

i. Keyholder's failure to pay, for any reason, any amount required under this Agreement within five (5) days after the date that such payment is due, including without limitation, if this Agreement is for SentiLock and SentiKey software and there is insufficient available credit or funds in the Credit/Debit Account; or

ii. Keyholder's breach of any other obligation under this Agreement, which is not cured within ten (10) days after written notice by SentiLock;

iii. If this Agreement is for SentiKey software, the closure, termination, or cancellation by Keyholder of the Credit/Debit Account without (1) prior written notification to SentiLock and (2) delivery of a newly executed authorization form to SentiLock as required by Section 3(i) of this Agreement; or

iv. The commencement of either a voluntary or involuntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; or

v. If Keyholder allows any other person to use their SentiKey, or discloses their personal identification number to any other person or attaches or writes their personal identification number on the Equipment.

b. An Event of Default by SentiLock under this Agreement will occur upon the termination for any reason of the Master Agreement.

10. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, SentiLock may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:

i. Deactivate Keyholder's access to the Service or any component of the Service; and/or

ii. Terminate this Agreement and the licenses and leases granted hereunder; and/or

iii. Require the return of any items included with the Service; and/or

iv. Require the deletion of all Software from all of Keyholder's personal computers and phones; and/or

v. Charge against the Credit/Debit Account or bill the Keyholder for any outstanding amounts owed under this Agreement; and/or

vi. Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by SentiLock in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by SentiLock, all of Keyholder's obligations under this Agreement shall terminate, except Keyholder shall be required to return all software media provided by SentiLock which remains in Keyholder's possession; to delete all Software from all of Keyholder's personal computers and phones; and to pay SentiLock any outstanding amounts owed under this Agreement.

c. If SentiLock deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by SentiLock in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, SentiLock shall reactivate the Service within twenty-four (24) hours.

d. In the event that SentiLock institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by SentiLock in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service, Equipment and Software after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. SentiLock's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. SentiLock's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

11. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning all software media provided by SentiLock which remains in Keyholder's possession; deleting all Software from all of Keyholder's Devices used with the Service and paying SentiLock any amounts owing prior to such termination, including any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees, which would have become owing after the date of termination of this Agreement are released and discharged by SentiLock.

b. SentiLock may terminate this Agreement upon termination of the Services Agreement for any reason, including without limitation, a default by Organization under the Services Agreement. Upon termination, Keyholder shall be obligated to satisfy the obligations set forth above in Section 11(a).

c. Any unused portion of any System Fee for use of the Service previously paid shall be forfeited by Keyholder and Keyholder shall not be entitled to a refund.

12. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted at SentiLock; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action and in any appeals.

13. NOTICES All notices shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being noticed at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail; or one (1) day after the day deposited with an overnight delivery service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between SentiLock and Keyholder relating to the license of the Software, Network, Equipment and Database; and use of the Service.

b. Provided that Keyholder has returned to SentiLock all keys previously leased by SentiLock to Keyholder, all prior leases between SentiLock and Keyholder for such keys are hereby terminated effective as of the parties' execution of this Agreement.

c. This Agreement shall be effective and binding upon the parties hereto when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement. Except as provided in Section 5(b), this Agreement may only be amended or modified through a written agreement signed by SentiLock and Keyholder.

d. SentiLock may at any time assign or transfer its interests in this Agreement to any party; provided, however, that any such assignment by SentiLock shall not act to eliminate any right or remedy that Keyholder may have against SentiLock or its successors or assigns during the Term of this Agreement. Keyholder may not at any time assign or transfer its interests in this Agreement to any other party.

e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

f. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

g. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

h. This Agreement shall be governed by the laws of the State of Ohio.

Name: _____

Signature: _____ **Date:** _____

Office: _____

Broker of Office: _____

Signature: _____ **Date:** _____

Key Serial # _____

Key Pin # _____

RULES AND PROCEDURES SENTRILOCK AND SENTRIKEY LOCKBOX SYSTEM

The SentiLock and SentiKey Lockbox System (Lockbox System) shall be an activity of the Greater Augusta Association of REALTORS, Inc.(GAAR). SentiLock SentiKeys shall be provided by GAAR and leased from SentiLock, per the SentiKey Keyholder Agreement (Keyholder Agreement) provided by GAAR. Title and ownership of the keys are the sole property of SentiLock.

Eligibility. Every MLS Participant, non-principal broker, sales licensee, licensed, registered or certified appraiser shall be eligible to hold a SentiLock SentiKey, subject to their execution of a Keyholder Agreement with GAAR and SentiLock. Use of the Lockbox System is entirely voluntary for MLS members. The Keyholder Agreement shall be signed by the Keyholder.

Administration. The Lockbox System shall be under the supervision of the Lockbox Committee. The Lockbox Committee shall draw and the Board of Directors shall adopt written reasonable and appropriate Rules and Procedures for the use of the Lockbox System, which may include appropriate fines, not to exceed \$1,000. All Keyholders shall agree, as a condition of the Keyholder Agreement, to be bound by the rules and procedures governing the operation of the Lockbox System.

GAAR shall maintain records as to SentiLock SentiKeys and Lockboxes issued and in inventory.

a) If an inventory is taken annually, or during a spot check, and a Keyholder refuses or is unable to produce a SentiKey within their physical control, then the KEY will be considered unaccounted.

b) Association staff may conduct a spot audit at any time to insure proper control of a KEY by a Keyholder. The SentiKey must be in the possession of the Keyholder and must be shown at the time of the spot audit.

Obligations. GAAR shall charge Keyholders and their co-signatories with the joint obligation of immediately reporting lost, stolen or otherwise unaccountable KEYS and Lockboxes to GAAR. Upon receipt of notice, the Board of Directors shall take any steps deemed necessary to re-secure the system.

Default: If Keyholder fails to observe, keep or perform any provision of the Keyholder Agreement as to the Key or Lockbox system required to be observed, kept or performed by Keyholder, GAAR shall have the right to exercise any one or more of the following remedies:

- a) To take possession of the KEY with or without demand or notice, wherever it may be located, and with or without any court order or other process of law, Keyholder hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute termination of the Keyholder Agreement as to any or all items unless GAAR expressly so notifies Keyholder in writing.
- b) To assess a fine of up to \$1,000.00.
- c) To terminate the Keyholder Agreement as to the SentiKey.
- d) To pursue any other remedy at law or in equity. Any such remedies are cumulative and may be exercised concurrently or separately.

Noncompliance with Rules: For failure to pay any service charges or fees as of the date due, all KEY access shall be suspended and remain suspended until all service charges or fees are paid in full.

The Association/MLS service may refuse to lease KEYS, may terminate existing Keyholder Agreements, and may refuse to activate or reactivate any KEY 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 put clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determination include, but are not limited to:

- a) The nature and seriousness of the crime.
- b) The relationship of the crime for the purposes for limiting Lockbox accesses.
- 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.

Termination of KEY service: A Keyholder may terminate the Keyholder Agreement at any time by notifying the GAAR office. The Keyholder, for the use of the System previously paid, shall forfeit any unused portion of any fee.

Acknowledgement: Keyholder acknowledges that neither the Lockboxes, nor the SentiKey, nor any other SentiLock product used in connection with the Lockbox System is a security system. This Lockbox System is a marketing convenience and key control system, and as such, any loss of SentiKeys or disclosure of PINs compromises the integrity of the Lockbox System. Keyholders shall use best efforts to insure the confidentiality and integrity of ALL components of the Lockbox System. Neither SentiLock nor GAAR shall be liable for any lost business or direct, incidental, or consequential damages or any other claim arising out of or relating to the use or inability to use the Lockbox System for any reason whatsoever.

Access by unauthorized persons: In no event may the SentiLock SentiKey or Lockbox System be utilized by anyone not eligible for access to the MLS, or authorized by the Lockbox Committee and the Board of Directors of GAAR. Noncompliance of this rule will result in a maximum fine of \$1,000.00 paid by the unauthorized user.

Safety of shackle codes: Participants and Subscribers are responsible for safeguarding the shackle codes of SentiLock Lockboxes to prevent theft.

Remedies for breach of rules: If the Keyholder breaches these Rules and Procedures or the Rules of the Lockbox System, the Lockbox Committee or Board of Directors of GAAR may (a) deactivate the SentiKey; (b) take legal action against the Keyholder to recover all damages incurred by SentiLock or GAAR resulting from such default and/or improper use of the KEY; (c) demand the return of all KEYS; and/or (d) pursue any other remedy at law or in equity. A maximum fine of \$1,000 will be assessed against the Keyholder. Any claim or dispute arising out of the Keyholder Agreement shall be resolved solely by arbitration. The prevailing party shall be entitled to recover any fees of the arbitrator, reasonable attorney's fees, costs and expenses of the arbitration.

Keyholder Agreement Responsibilities: The Keyholder Agreement shall state the responsibilities and shall incorporate by reference any applicable rules or other governing provisions of the MLS that relates to the operation of the Lockbox System.

Discretion of Board of Directors: All issuing fees, recurring fees, other administrative costs, or rules and procedures shall be established by SentiLock and may be changed at their discretion.

Modification by Board of Directors: The Board of Directors may at any time modify or cancel the Lockbox System with 60 days' notice to the Keyholders; at the end of 60 days, all SentiKeys will be deactivated.

Purpose: A Lockbox System is a means by which authorized MLS Participants place Lockboxes on a listed property, and lease SentiKeys to access the Lockboxes.

Access Numbers: GAAR will issue SentiKeys and Access numbers to Keyholders. In order to enhance the integrity and security of the system, Access Numbers will be known only to GAAR and the Keyholder to whom they are assigned. Each Keyholder will be required to sign a Keyholder Agreement. Participant (Broker) agrees to be bound by and comply with all terms and conditions of the Keyholder Agreement signed by each licensee employed by or affiliated with a Participant. This applies to authorized Appraiser Keyholders as well.

Liability: Participant (Broker) acknowledges and accepts joint and several liability with any licensee affiliated with the Participant for any noncompliance with either the provisions of this agreement or any Keyholder Agreement executed.

Keyholders leaving the business: Any Keyholder leaving the real estate business or discontinuing their membership in the GAAR MLS must notify the GAAR Office immediately and the SentiKey will be deactivated.

Recall/Repossession: Keyholder acknowledges that title and ownership of the KEYS are the sole property of SentiLock and that SentiLock or GAAR reserves the right to recall or repossess SentiKeys for any reason. In the event of a recall or repossession, all SentiKeys will be deactivated by GAAR.

Participant's Default:

A. GAAR shall have the option to terminate the Participant's rights under these Rules and Procedures for default. Likewise, if the Participant defaults under the separate KEY Rules, GAAR can terminate the Participant's rights.

B. Participant agrees to return all KEYS and other information concerning the Lockbox System in the possession of the Participant or any licensee employed by or affiliated with the Participant to GAAR immediately upon default, or upon demand by GAAR.

C. If Participant fails to return all KEYS, or information about the Lockbox System to GAAR as provided herein, GAAR shall be entitled to an injunction restraining Participant and every licensee employed by or affiliated with the Participant from utilizing any SentriKey or SentriLock Lockbox, or information concerning the Keys and Lockbox System for any purpose whatsoever, and requiring the immediate return of all KEYS and information of GAAR. GAARs' right to an injunction shall be in addition to any other remedies available to GAAR under the terms and conditions of this Agreement, at law or in equity.

D. Keyholder shall be responsible for losses, damages, or expenses incurred as a result of the default.

Indemnification: Participant agrees to indemnify, hold harmless, and defend GAAR, its Directors, officers, employees, and agents, from and against any and all liability obligations, damages, claims, or actions arising out of or as a result of Participant's, or any licensee employed by or affiliated with the Participant's, use of any SentriKey or SentriLock Lockbox or information concerning the Lockbox System or Participant's default under this agreement, and all expenses and costs including attorneys' fees, resulting therefrom or incident thereto.

Subject to Rules: Operation of the Lockbox System shall at all times be subject to the SentriKey and SentriLock Lockbox Rules and Procedures, Keyholder Agreement, SentriKey Rules, MLS Rules, or any other policies adopted by GAAR as amended from time to time.

SENTRIKEY RULES

Definition: SentriKey is the software issued for the purpose of accessing SentriLock Lockboxes.

Ownership: SentriKeys are the property of SentriLock, not the Greater Augusta Association of REALTORS, Inc. (GAAR). Keyholders are responsible for reasonable care and maintenance of these items.

Authorized Keyholders: GAAR has chosen to make the KEYS and Lockbox System available to all MLS Participants (*Designated Realtor*), MLS Subscribers, including certified Appraisers.

Violation of KEY Possession: KEYS must not be lent, transferred or assigned to another person, nor shall the PIN code be affixed to the KEY or divulged to anyone other than the Keyholder. If Keyholder defaults on any of these terms and conditions of lease, the violation shall be a maximum fine of \$1,000.00.

Improper use of SentriKeys or Lockboxes: All improper use should be reported to the Association Office **IN WRITING**. Improper use will result in the following action:

1st offense \$75 fine and letter of reprimand

2nd offense \$150 fine, letter of reprimand, deactivate SentriKey for 30 days

3rd offense surrender of SentriKey

******ABOVE ACTION TO BE TAKEN AFTER PERSONAL INTERVIEW BY LOCKBOX COMMITTEE AND REVIEW AND APPROVAL BY BOARD OF DIRECTORS. *****

Additional Improper Usages: Keyholders shall use extreme care to ensure that all doors to the listed property are locked and that the Lockbox is properly stored and secure. **IF YOU ACCESS A LOCKBOX AND FIND THE PROPERTY'S KEY MISSING, OR THAT THE LOCKBOX HAS NOT BEEN PROPERLY STORED, OR THAT THE PROPERTY IS UNLOCKED OR DAMAGED, YOU ARE REQUIRED TO NOTIFY THE LISTING OFFICE IMMEDIATELY (within 2 hours) TO AVOID ANY APPEARANCE THAT THESE ACTIONS OCCURRED DURING YOUR VISIT AND TO GIVE THE LISTING OFFICE THE OPPORTUNITY TO CORRECT THE PROBLEM AND SAFEGUARD THE**

PROPERTY. (Properly stored indicates that the Lockbox where the property's key is located has been stored back inside the Lockbox and is secure.)

Damaged, Lost, Stolen, or Unaccountable KEY:

1) Damaged/Stolen/Lost/Unaccountable – \$249.00 per incident (*which includes a new key*). A stolen, lost, or unaccountable KEY must be reported to the Association within 48 hours. However, if stolen, a signed affidavit will be required **before** another KEY will be issued. Keyholder, **prior to reissuing another KEY to the Keyholder**, must sign a new Keyholder Agreement.

Possession: No Keyholder shall possess more than one activated SentiKey at any time.

Validity: The invalidity or unenforceability of any particular provision of the Keyholder Agreement shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

The Keyholder Agreement sets forth the written understanding between the parties with respect to the use of any part of the Lockbox System and there are no promises, conditions, agreements, understandings, or representations, oral or written, express or implied, between the parties with respect to the use of any part of the Lockbox System, other than as set forth herein.

The Rules of and Leases related to the Lockbox System shall be construed and enforced in accordance with the laws of the State of Virginia.

Any notice under the terms of the Rules of or the Leases related to the Lockbox System shall be in writing and shall be deemed accepted when mailed to a Keyholder at the address on file with the Greater Augusta Association of REALTORS®, or when delivered in person.

SENTRILOCK LOCKBOX RULES

Definition: The SentiLock Lockbox is a box that is placed on a listed property for the purpose of accessing the property in the owner's absence. SentiLock Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in separate document created specifically for this purpose. The Keyholder agrees to disclose to the property owner or tenant that the SentiLock Lockbox is not designed or intended as a security device.

Use of SentiLock Lockboxes: All Keyholders are authorized under certain conditions to open the SentiLock Lockboxes under terms specified by the listing broker. Cooperating brokers and sales licensees, whether functioning as the listing broker or as agents of the broker, must contact the listing broker to disclose their agency status and to arrange appointments to show listed property even if the property has a SentiLock 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. The SentiLock Lockbox System is strictly voluntary. SentiLock Lockboxes that are assigned to Greater Augusta Association of REALTORS may not be sold or placed on any listings of any other Association or MLS.

Lockbox Rules and Regulations: The Keyholder Agreement shall incorporate by reference any applicable rules and other governing provisions of the MLS that relates to the operation of the Lockbox System.

Security of shackle codes: Participants are responsible for safeguarding the shackle codes of their Lockboxes to prevent theft.

Privilege information to law enforcement officials: Law enforcement officials may have access to the information held within the Lockboxes on properties where a SentiLock Lockbox was on the property and

criminal activity is suspect. Access will only be allowed with Greater Augusta Association of REALTORS' Board of Directors written approval.

Responsibilities: Participants will:

- 1) Be responsible to pay for any repairs or replacement, if not covered under warranty.
- 2) Not remove the serial number or damage or cover the serial number or Bar Code on the Lockbox.
- 3) Be charged the replacement cost per Lockbox if the serial number has been altered, damaged, covered or if it is missing from the Lockbox.

I hereby acknowledge receipt of the Rules and Procedures and have read and understood my obligations and responsibilities.

Keyholder

Signature

Date: _____

Office Broker of Record

Signature

Date: _____

Company: _____