REALTOR®

# APPLICATION FOR REALTOR® MEMBERSHIP to SUSSEX COUNTY ASSOCIATION OF REALTORS®

Check the type of membership for which you are applying:

☐ REALTOR® Primary Membership (SCAOR is your primary REALTOR® membership)

☐ REALTOR® Secondary Membership (You are a REALTOR® in another Association/Board)

To the Sussex County Association of REALTORS®, I hereby apply for REALTOR® Membership in the above named Association and am including my payment of **$ _____, for Association dues, which includes $175.00 application fee.** My application fee and dues will be returned to me in the event of non-election. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws and Rules and Regulations of the above named Association, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and will be terminated should completion of requirements, **such as orientation**, not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

***NOTE:*** *Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.*

Name: _____ DE Real Estate License #: _____

Licensed/certified appraiser: [ ☐ ] Yes [ ☐ ] No Appraisal License #: _____ Date of Birth: _____

Office Name: _____

Office Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Residence Address: _____

Phone: _____ Fax: _____ Cell Phone: _____

Preferred Mailing: [ ☐ ] Home [ ☐ ] Office Preferred Phone: [ ☐ ] Home [ ☐ ] Office [ ☐ ] Cell

1. Are you going to be a full time RENTAL Agent, deriving no income from the sale or referral of real estate? [ ☐ ] Yes [ ☐ ] No
2. Are you subject to any unresolved charges relating to civil rights violations, consumer protection laws, the real estate license laws, or other violations of law? [ ☐ ] Yes [ ☐ ] No If yes, please attach and explanation.
3. Has your real estate license, in this or any other state, ever been suspended or revoked? [ ☐ ] Yes [ ☐ ] No If yes, please attach an explanation and specify the place(s) and date(s) of such action.
4. Has your membership in any other real estate board/Association been suspended or terminated within the last two years? [ ☐ ] Yes [ ☐ ] No If yes, please attach an explanation.
5. Have you taken a REALTOR® orientation course from any other board/Association in the past year? [ ☐ ] Yes [ ☐ ] No
6. **Have you EVER been a member of another REALTOR® Board/Association?** [ ☐ ] Yes [ ☐ ] No
7. **If so, name of the REALTOR® Board/Association?** _____
8. Are you CURRENTLY a member of another REALTOR® Board/Association? [ ☐ ] Yes [ ☐ ] No
9. Name of Primary Board/Association: _____

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Sussex County Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

_____ _____ _____ _____

Applicant's Signature Date Broker/Manager Signature Date

10/12

# SUSSEX COUNTY ASSOCIATION OF REALTORS®
# SENTRILOCK LOCK BOX RULES AND REGULATIONS

**Section I**
**Authorized Users**

(A) Any individual who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Delaware or any other state or territory, and every non principal broker, sales licensee, unlicensed personal assistant or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of SCAOR subject to their execution of a SentriLock Smart Card Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with SCAOR and their agreement to abide by the Rules and Regulations of SCAOR and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of SCAOR.

(B) Affiliate Members of a local Board/Association of REALTORS®, whether located in Delaware or any other state or territory, shall be eligible to subscribe to and use the lockbox services of SCAOR, provided: 1.) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite service 2.) a duly authorized principal or officer of the firm for which Affiliate member performs such services; executes the appropriate SCAOR SentriLock Smart Card Authorized User Agreement; 3.) the Affiliate member agrees to abide by the Rules and Regulations of SCAOR and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of SCAOR; and 4.) The Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.

(C) Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of SCAOR, on the same terms and conditions as non-principal brokers and sales licensees provided: 1) the unlicensed personal assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the designated REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services; executes the appropriate SCAOR SentriLock Smart Card Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of SCAOR and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of SCAOR; and 4) the unlicensed personal assistant agrees that the unlicensed personal assistant shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and the unlicensed personal assistant shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner. An unlicensed personal assistant, in accordance with guidelines as adopted by the Delaware Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.

(D) Non-member licensed contractors or inspectors shall only be eligible for limited use of the lockbox services of SCAOR provided; 1) the non-member licensed contractor or inspector is under the direct supervision of a designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant, at least one of whom is a subscriber and authorized user of the lockbox services; 2) the licensed designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant has obtained the written consent of the property owner to authorize the use of a lockbox programmed for contractor codes which clearly states the owner understands that authorizing contractor codes allows unlimited (24 hour) access to the property by the non-member licensed contractor(s) or inspector(s).

(E) Any individual required or permitted by law, or by the established policies of the National Association of REALTORS®, as amended from time to time, to access and use the services of SCAOR without holding REALTOR® membership in a local Board/Association, including members in good standing of the Sussex County Association of REALTORS®, shall be eligible to subscribe to and use the services of SCAOR without the requirement of holding REALTOR® membership in a local Board/Association of REALTORS®.

**Section II**

The following Rules and Regulations shall apply to all subscribers and users of the SCAOR Lock Box services. Subscribers and authorized users of the lockbox services shall:

1. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant or licensed appraiser.

2. Use the SentriLock Smart Card only for the purpose of gaining authorized entry into real property upon which SentriLock Key Box System has been installed.

3. Enter into real property from which a SentriLock Key Box System has been installed only with the prior knowledge and/or expressed consent of the listing agent.

4. Notify SCAOR, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation.

5. Adhere strictly to the terms and conditions of the SCAOR SentriLock Smart Card Authorized User Agreement.

6. Pay all fees, charges, fines and recurring user fees as established from time to time by SCAOR when due.

7. Keep the SentriLock Smart Card in Smart Card holder's possession or in a safe place always and be accountable for the SentriLock Smart Card at all times.

8. Not allow his/her personal identification number (PIN) to be attached to the SentriLock Smart Card.

9. Not disclose his/her personal identification number (PIN) to any person.

10. Not loan the SentriLock Smart Card to any person, for any purpose whatsoever, or to permit the SentriLock Smart Card to be used for any purpose by any other person.

11. Not assign, transfer or pledge the SentriLock Smart Card or the license and use of the SentriLock Smart Card.

12. Not change or alter the Entry Codes through any other electronic lockbox system provider. All changes to Entry Codes shall be made solely and exclusively by and through SCAOR.

13. Immediately notify SCAOR by telephone or in writing within forty-eight (48) hours, of the loss or theft of a SentriLock Smart Card and the circumstances surrounding such loss or theft.

14. Strictly adhere to the rules and regulations as may be adopted by SCAOR from time to time with respect to the SentriLock Smart Card or any other aspect of the system.

15. Promptly submit the SentriLock Smart Card to SCAOR for audit and/or inspection at a reasonable time at the SCAOR office upon request by SCAOR for such audit or inspection.

16. Not permit anyone other than the SentriLock Smart Card Holder himself/herself to use the SentriLock Smart Card or his/her PIN for any reason.

17. Attend an instructional meeting on the operation and use of the SentriLock Smart Card as required by SCAOR from time to time.

18. Pay all fees, fines and charges in connection with the use of the SentriLock Smart Card and the SentriLock Key Box System, and to obtain the periodic revalidation Entry Code for his/her own SentriLock Smart Card.

19. Comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a SentriLock Key Box System, including notification of each listing office or listing agent of the SentriLock Smart Card holder's intention to enter the property through the use of the SentriLock Key Box System. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office. The Board of Directors of SCAOR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate any SentriLock Smart Card to any applicant or subscriber who has been or subsequently is arrested or convicted of a felony or misdemeanor crime (other than traffic misdemeanor offenses) in accordance with the Lock Box System Security Requirements (Policy Statement 7.31) of the NAR Handbook on Multiple Listing Policy, as amended from time to time.

20. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the SentriLock Key Box System on any property.

21. Notify SCAOR, in writing, promptly upon the arrest or conviction of subscriber or authorized user for any felony or misdemeanor crime (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction.

22. Maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent.

**Section III**
**Fines and Penalties**

An authorized subscriber or user of the SentriLock Key Box System of SCAOR who violates any Rules and Regulations of SCAOR as set forth above, except for the payment of fees, shall be subject to the imposition of a fine or penalty for each violation in such amount not to exceed $15,000 as established by the Board of Directors of SCAOR from time to time, in accordance with the attached schedule of fines and penalties.

An authorized subscriber or user of the SentriLock Key Box System of SCAOR who is found to have violated the rules and regulations as herein set forth on more than two occasions during a calendar year, shall be subject to the automatic revocation of their rights and privileges to access and use the services of SCAOR.

An authorized subscriber or user of the SentriLock Key Box System of SCAOR shall pay a 10% late charge on all fees, charges, fines, recurring user fees and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

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**SCHEDULE OF FINES AND PENALTIES**

In accordance with the Rules and Regulations of the Sussex County Association of REALTORS®, fines and penalties have been established to safeguard the integrity of the SCAOR SentriLock Key Box System.

| | |
|---|---|
| First Offense * | $1000.00 (unless otherwise reduced by the BOD through an appeal) |
| Second Offense* | $5000.00 (unless otherwise reduced by the BOD through an appeal) |
| Third Offense | $15000.00 (unless otherwise reduced by the BOD through an appeal) |
| Fourth Offense | Termination of Service |
| Appeal filing fee | $250.00 |

*Fines for Brokers, Office Managers and Team Leaders shall be doubled, but not to exceed the amount allowed by NAR policy.

Unless otherwise stated, a 10% late fee shall be charged on all fees, charges, fines, recurring user fees, and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees, and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

Disclaimer: The Board of Directors of the Sussex County Association of REALTORS® reserves the right in its sole discretion to amend the Schedule of Fees, Charges, Fines, and Penalties from time to time without prior written notice to any authorized subscriber or user.

_____ _____

SentriLock Smart Card User's Signature (Acknowledging Receipt) Date

# SUSSEX COUNTY ASSOCIATION OF REALTORS®

## SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY SUSSEX COUNTY ASSOCIATION OF REALTORS® (SCAOR),

AND the undersigned Broker/Firm Principal or duly authorized representative of Broker hereinafter referred to as ("Participant"),

_____ _____ AND

(Name of Participant Broker or authorized representative of Broker) (Company/Firm Name)

the undersigned Agent/Smart Card Holder hereinafter referred to as ("Authorized User") _____

(Name of **Agent/Smart Card Holder)**

**1. SMART CARD RECEIPT:** Participant and Authorized User acknowledge receipt of a SentriLock Smart Card from SCAOR.

**2. PAYMENT OF FEES AND LICENSE TO USE:** In exchange for payment of $_____initial service fee, plus applicable Authorized User is hereby granted, subject to the terms and conditions of this Agreement, a personal, revocable, non-exclusive and non-transferable license, (which shall be revocable at will by SentriLock, LLC or SCAOR), to the SentriLock System, the Smart Card and the Entry Codes in order to access properties in the geographic area currently served by SCAOR, including those Board(s) and Association(s) with which SCAOR has entered into a written reciprocal electronic lockbox agreement, and the multiple listing services owned and operated by such Board(s) or Association(s). Access by Authorized User, at-all-times, shall be made solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee or certified, licensed appraiser or approved Affiliate member. Authorized User shall use the Smart Card only for the purpose of gaining authorized entry into real property upon which a SentriLock lockbox has been installed in those geographic areas as defined herein where the Authorized User is authorized to access the System.

**3. CURRENT UPDATE:** Authorized User acknowledges that the Smart Card has an update code which expires at regular intervals determined by SCAOR prohibiting further use of the Smart Card until a new update is obtained by placing the Smart Card in a Smart Card Reader or by another authorized method. Upon such expiration, the Smart Card will not be able to access the SentriLock Key Box System. Accordingly, during the term of this Agreement, the Authorized User shall be required, from time to time, to place Smart Card in Smart Card Reader to update Smart Card, transmit showing data and obtain system updates.

**4. CARD EXCHANGE BY SENTRILOCK OR SCAOR:** SentriLock, LLC may at its discretion require SCAOR to replace the Smart Cards used by SCAOR and it's Authorized Users with replacement Smart Cards compatible with the system. SentriLock, LLC shall make the exchange of Smart Cards at no cost to SCAOR unless the exchange is necessary due to Customer negligence.

**5. ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only for so as long as all of the following conditions, at all times, are fully satisfied:

**A.** The Authorized User and Participant, each, shall be a Member in good standing of the Sussex County Association of REALTORS® or a Member in good standing of another or other Board or Association of REALTORS®, including those Board(s) and Association(s) of REALTORS® with which SCAOR has entered into a written reciprocal electronic SentriLock Key Box agreement. The Participant and Authorized User represent and warrant to SCAOR that (i) the Authorized User and Participant hold a valid real estate license as a salesperson, associate broker, and/or is licensed or certified as an appraiser; (ii) the Authorized User is licensed with, and is affiliated as an employee or as an independent contractor with, the Participant; (iii) the Authorized User and Participant, each, is a REALTOR® in good standing of a local Board or Association of REALTORS®; and (iv) the Participant authorizes SCAOR to grant the Authorized User access to the System and to receive the Entry Codes licensed hereunder;

**B.** The Authorized User shall notify SCAOR, in writing, of any change in his/her current company/office affiliation; and

**C.** If at any time the Authorized User and/or Participant are not in compliance with A or B above, then the Authorized User shall so notify SCAOR in writing within twenty-four (24) hours after such event of noncompliance first occurs.

**D.** Affiliate members of a local Board/Association of REALTORS® shall be eligible to subscribe to and access the SentriLock Key Box System as an Authorized User and to receive the Entry Codes licensed hereunder, provided: 1.) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite service; 2.) a duly authorized principal or officer of the firm for which Affiliate member performs such services executes the appropriate SCAOR SentriLock Smart Card Authorized User Agreement; 3.) the Affiliate member agrees to abide by the Rules and Regulations of SCAOR and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of SCAOR; and 4.) the Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.

**E.** Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of SCAOR, on the same terms and conditions as non-principal brokers and sales licensees provided: 1) the unlicensed assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services, executes the appropriate SCAOR SentriLock Smart Card Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of SCAOR and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of SCAOR; and 4) the unlicensed personal assistant agrees that the unlicensed personal assistant shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and the unlicensed personal assistant shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.

**6. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date of the execution of this Agreement and shall continue unless sooner terminated as herein provided. The term of this Agreement shall also terminate on the date the license hereby granted is revoked by SCAOR or SentriLock, LLC; or the Authorized User or Participant shall fail to satisfy any or all of the requirements of this Agreement.

**7. REVOCATION OF LICENSE/RETURN OF SMART CARD:** The license to use the Smart Card to access the SentriLock Key box System under this Agreement shall be terminated by SCAOR or SentriLock, LLC, and affected by deactivating the Smart Card. Participant and Authorized User agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by SCAOR or SentriLock, LLC or (2) within five working days upon the occurrence of any one or more of the following events of default:

**A.** Termination of Participant's Service in SCAOR;

**B.** Termination of Authorized User's association with the said Participant for any reason;

**C.** Failure to comply with any or all of the eligibility requirements as set forth in Paragraph 5 above;

**D.** Failure of the Participant/Authorized User to perform in accordance with any and/or all terms and conditions set forth in this Agreement, including, but not limited to, the provisions for security in paragraph 8 below;

**E.** The non-payment of any fees or fines as established from time to time by SCAOR and/or SentriLock, LLC, pursuant to Paragraph 13(I) of this Agreement;

**F.** Notification from SCAOR that the System is being changed, altered or terminated, in the sole and absolute discretion of SCAOR, provided, however, that SCAOR shall first give ninety (90) days written notice of such change, alteration or termination;

**G.** Any event deemed by SCAOR, in its sole and absolute discretion, to affect the security of the System or any Smart Card or SentriLock Lock Box;

**H.** Upon the arrest or conviction of Authorized User for any felony or misdemeanor crime, if the crime, in the sole and absolute determination of SCAOR, relates to the real estate business or places customers, clients, or other real estate professionals at the risk of physical harm and/or property loss or damage;

**I.** In the event of the death of the Participant/Authorized User, heirs or personal representatives will surrender the Smart Card to SCAOR.

**8. SECURITY OF SMART CARDS:** Participant and Authorized User acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

**A.** To keep the Smart Card in Authorized User's possession or in a safe place at all times.

**B.** To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her PIN.

**C.** TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.

**D.** To maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent.

**E.** To not duplicate the Smart Card or allow any person to do so.

**F.** To not sell, assign, distribute, provide access to, reverse engineer, decompile, modify, disclose or otherwise transfer or pledge the rights of the Smart Card.

**G.** To immediately notify SCAOR by telephone and in writing within twenty-four (24) hours of the loss of theft of a Smart Card. The Participant/Authorized User shall sign and deliver a statement to SCAOR with respect to the circumstances surrounding the loss or theft. SCAOR shall charge for the replacement of Smart Cards either lost or damaged.

**H.** To strictly adhere to the terms and conditions of this Agreement and such additional rules, regulations and security procedures as may be adopted by SCAOR from time to time with respect to the Smart Card and any other aspect of the System.

**9. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Authorized Users who:

**A.** Have complied with this Agreement and the policies and procedures of SCAOR with respect to the SentriLock Key Box System.

**B.** Pay a fee and/or deposit specified by SCAOR to replace a Smart Card lost, stolen, damaged or defective.

**10. VIOLATIONS/DISCIPLINARY ACTION:** Participant and Authorized User agree to be subject to the disciplinary rules and procedures of SCAOR for violation of any provision of this Agreement. In addition to any and all remedies under this Agreement, if Authorized User allows the use of the Smart Card by unauthorized persons or otherwise adversely affects the Key Box System security, Authorized User shall be subject to such fines and penalties as are established by SCAOR pursuant to the applicable rules and regulations of SCAOR, as amended from time to time, and in accordance with the established policies of the National Association of REALTORS®, Inc., as amended from time to time. Discipline may include forfeiture of the Smart Card and the Participant or Authorized User's right to be issued a Smart Card.

**11. INDEMNIFICATION:** Participant and Authorized User, jointly and severally, agree to indemnify and hold SCAOR, the Associations and all of their respective officers, directors, employees and agents harmless from and against any and all liability, loss, costs, expenses, claims or demands whatsoever by or against SCAOR resulting from loss, use or misuse of the SentriLock Key Box System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage, death or injury to property or persons arising out of entry by any person into or onto any premises by use of the SentriLock Key Box System. Participant and Authorized User hereby waive and release any and all claims against SCAOR and any of the Associations which own stock in SCAOR, their respective officers, directors, employees and agents for any and all loss or damage resulting from the use, loss of, or inability to use the Smart Card, including any deactivation of the Smart Card by SCAOR as herein provided. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

**12. REIMBURSEMENT:** Authorized User and Participant agree to reimburse SCAOR upon demand for any and all expenses incurred in attempting to enforce any or all terms and conditions of this Agreement against Authorized User and/or Participant as a result of Authorized User's failure to act in accordance with the terms and conditions of this Agreement. In the event SCAOR shall commence legal proceedings against Authorized User and/or Participant to enforce or interpret any of the provisions of this Agreement, Authorized User and Participant, jointly and severally, agree to pay all costs incurred, including reasonable attorney's fees, as determined by the court, both at trial on the merits and on appeal, if any.

**13. AUTHORIZED USER RESPONSIBILITY:** Authorized User agrees:

**A**. Never to permit anyone other than the Authorized User himself/herself to use the Smart Card or his/her PIN for any reason;

**B.** To attend an instructional session on the operation and use of the Smart Card as required by SCAOR from time to time;

**C.** To provide the necessary Internet connection, computer hardware and non-SentriLock supplies software for communication with the System.

**D.** To obtain the periodic update for his/her own Smart Card by placing the Smart Card in Smart Card Reader to transmit showing data and obtain system updates.

**E.** To notify SCAOR within 48 hours of any change in his/her firm affiliation or termination;

**F.** To comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a Lock Box System, including notification of each listing office or listing agent of the Authorized User's intention to enter the property through the use of the SentriLock box. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office.

**G.** To comply with all Rules and Regulations adopted by SCAOR, as from time to time amended, relating, directly or indirectly, to the SentriLock Key Box System and Smart Card and are expressly incorporated by reference herein and made a material term of this Agreement as though fully set forth herein.

**H.** Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing properties in their geographic areas.

**I.** To pay such activation and hardware fees, annual service fees, re-activation fees and other such fees and fines as shall be adjusted and adopted from time to time by SCAOR as provided in this Agreement and as charged by SCAOR or charged by SentriLock directly to Authorized User on behalf of SCAOR.

**J.** To notify SCAOR promptly, in writing, upon the arrest or conviction of Authorized User for any felony or misdemeanor (other than traffic misdemeanor offenses) and shall state the circumstances and details relating to such arrest or conviction. Authorized User represents and warrants, as of the date of this Agreement, that Authorized User has not been previously arrested for or convicted of any felony or misdemeanor crime (other than traffic misdemeanor offenses).

**14. PARTICIPANT RESPONSIBILITY:**

**A.** Participant warrants that Participant is both a licensed real estate broker and Participant of SCAOR.

**B.** Participant warrants that Authorized User possesses a valid 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 the SCAOR Participant.

**C.** Participant agrees to enforce the terms of the Agreement with respect to any Authorized User 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 Authorized User.

**D.** Participant agrees to notify SCAOR immediately, in writing, should the Participant or Authorized User terminate their relationship or should the Authorized User's license be transferred.

**E.** Participant agrees to take all responsible means to obtain Authorized User's Smart Card or cause Authorized User to return Smart Card to SCAOR. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Authorized User does not return the Smart Card, Participant agrees to furnish SCAOR with copies of written correspondence of all attempts made to obtain said Smart Card.

**F.** Participant agrees that he/she is jointly and severally liable, together with the Authorized User, for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the SentriLock Smart Card User Agreement may result in the loss of SCAOR Smart Card privileges and, further, could cause SCAOR to recall all Smart Cards issued to the Participant and the Participant's Authorized Users.

**15. PROPERTY OWNER/SELLER AUTHORIZATION:** The Authorized User and the Participant must secure specific written authorization from the owner/seller(s) of the property prior to the installation or use of a SentriLock Lock Box on any property and before the listing is entered into the MLS, reflecting that a SentriLock Lock Box has been authorized by owner/seller(s).

**16. FAILURE TO COMPLY:** Any failure of the Authorized User or the Participant to comply with any of the terms and conditions of this Agreement shall constitute an event of material default hereunder. In the event of such default, SCAOR shall have the absolute right, without prior notice to Authorized User or Participant, to interrupt or

terminate access to the System, including deactivation of the Smart Card, without any liability whatsoever to the Authorized User, the Participant or any third persons. Authorized User and Participant expressly waive any and all damages incurred or alleged to have been incurred as a consequence, direct or indirect, of such access termination by SCAOR.

**17. NO WARRANTY:** SCAOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SMART CARD, THE SYSTEM OR ANY SENTRILOCK LOCK BOX. WARRANTY CLAIMS BY AUTHORIZED USER OR PARTICIPANT SHALL BE MADE SOLELY AGAINST SENTRILOCK, LLC AND WILL BE HANDLED THROUGH SCAOR (SOLELY AS A CONVENIENCE TO THE AUTHORIZED USER AND PARTICIPANT), WHICH SHOULD BE CONTACTED WHEN A PROBLEM WITH THE EQUIPMENT IS EXPERIENCED. AUTHORIZED USER AND PARTICIPANT SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE SCOPE OF ANY WARRANTY PROVIDED BY SENTRILOCK.

**18. NO CONSEQUENTIAL DAMAGES: SCAOR shall not be liable to the Authorized User or the Participant for any special, indirect, incidental or consequential damages for any loss of use, loss of profit or any other loss of any kind which may arise from the use of the Key Box System by the Authorized User or the Participant or from defects in any Smart Card or any SentriLock Lock Box.**

**19. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Delaware, and venue shall be the county in which the Authorized User resides.

**20. 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.

**21. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:**
This written contract expresses the entire agreement between Participants, Authorized Users and SCAOR with respect to the SentriLock Smart Card 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 of the Participant or Authorized User. This Agreement may be amended only in writing, signed by all parties hereto.

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| Authorized User Name (please print) | Primary Board/Association | NRDS# | Delaware License# |

| _____ | _____ | _____ |
|---|---|---|
| E-Mail Address | Firm Name & Address | Contact Phone Number (Office, Cell) |

| _____ | _____ |
|---|---|
| Signature of Authorized User | Signature of Participant (Broker or authorized representative of Broker) |

BY_____of SCAOR DATED: _____

# Sussex County Association of REALTORS®
# (SCAOR) SentriLock Application

**Check the type of membership for which you are applying:**

**O** Primary Member Application - (SCAOR is your primary local association)

O Secondary Member Application - (You are a primary member with another association)

O Sentrilock Only Application - (Member of another local Association-only subscribing to SentriLock)

**General Information**

First Name: _____ Middle Initial:____ Last Name:_____

Delaware Real Estate License #: R_____Appraisal License #: X_____

*E-Mail Address:_____*Cell Phone #: _____

*REQUIRED

Home Address:_____

Name of Company: _____ Company Address: _____

Company Phone: _____ Office ID _____

1. Are you a member of another REALTOR® Board/Association? **O Yes** **O No**
   Name of Primary Board/Association: _____

**Applicant Signature:** _____ **Date:** _____

**Broker / Participant Signature:** _____ **Date:**_____

Updated 01/2018

SUSSEX COUNTY ASSOCIATION OF REALTORS®
23407 Park Avenue - Georgetown, DE 19947
(302) 855-2300 - Fax (302) 855 2319

# Credit Card Authorization Form

All information will remain confidential.

Cardholder Name: _____

Billing Address: _____
_____

Credit Card Type: _____ Visa _____ MasterCard ____ Discover

Credit Card Number: _____

Expiration Date: _____

Card Identification Number (last 3 digits located on the back of the credit card): _____

Amount to Charge: $ _____ (USD)

I authorize Sussex County Association of REALTORS® to charge the agreed amount as stated above to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Print Name, Sign and Date Below:

Name: _____

Signed: _____

Dated: _____