



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



SENTRILOCK APPLICATION

Please check one

<input type="checkbox"/> Primary Member – SCAOR is your primary local association
<input type="checkbox"/> Secondary Member – You are a primary member with another association
<input type="checkbox"/> Sentrilock Only – Member of another local association-only subscribing to Sentrilock
<input type="checkbox"/> Clerical/Admin – Only subscribing to Sentrilock

**Name as shown on your DE Real Estate License.*

Name*	DE Real Estate License#
	Appraisal License #

**All annual billings are delivered electronically to this email address*

Email*	Date of Birth
Home Address <i>Include City, State, Zip</i>	
Cell Phone #	Home Phone #
Office Name	Office Phone #
Office Address <i>Include City, State, Zip</i>	

1. Are you a member of another REALTOR® Board/Association? No
 Yes, name of your other Association: _____

The applicant and Participant (Broker) agree to abide by all SCAOR Bylaws, Rules and Regulations and other obligations of participating in the Lockbox System; agree to be bound by the REALTOR® Code of Ethics; and agree to subject to discipline by SCAOR for any violation of the Code of Ethics or rules governing operation of the System, including potentially termination of access privileges, and assessment of administrative processing fees, in addition to any other discipline, including fines, that may be imposed. A copy of SCAOR’s lockbox system rules is attached.

For Applicant to maintain access to the System, Applicant and Participant (Broker) must at all times hold a valid Delaware Real Estate License.

The Applicant and Participant (Broker) understand and agree that they must contact the listing office to schedule a showing appointment prior to using the System, unless the listing Broker specifically states that a showing appointment is not required.

APPLICANT SIGNATURE: _____ **Date:** _____

PARTICIPANT (BROKER) SIGNATURE: _____ **Date:** _____

SUSSEX COUNTY ASSOCIATION OF REALTORS® SENTRIKEY® LOCKBOX 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 SentiKey® Account 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. These Rules and Regulations as well as the User Agreement shall equally apply to the SentiKey® Real Estate App on user's mobile devices. For the purpose of this Regulation, a Participant is identified as any licensed Broker, a User (or synonymously an Authorized User,) is identified as any individual authorized to access any SentiKey® lockbox to include but not limited to; affiliate, licensee, contractor, or any other person authorized to use and/or access a SentiKey® lockbox. A User or Authorized User may also be a Participant.
- (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 SentiKey® Account 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 Affiliates' 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. This shall apply to any property regardless of ownership status of that property to include, but not limited to; vacant properties, bank owned (REO) properties, owner occupied properties, tenant occupied properties, and properties under an agreement of sale.
- (C) Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of SCAOR under 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 and executes the appropriate SCAOR SentiKey® Account 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

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- 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 direct supervision of a designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant, at least of whom is a subscriber and authorized user of the lockbox services and;
 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 the lockbox.
- (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 Rules and Regulations

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. Not install a lockbox on any property without first obtaining the written consent of the Seller.
2. An Authorized User may only install or otherwise affix a Sussex County lockbox to any property listed for sale or lease within the State of Delaware.
3. 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.
4. Use the SentiKey® Real Estate App only for the purpose of gaining authorized entry into real property upon which SentiKey® Key Box System has been installed.
5. Enter into real property from which a SentiKey® Key Box System has been installed only with the prior knowledge and/or expressed consent of the listing agent and the owner.
6. Notify SCAOR, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation.
7. Adhere strictly to the terms and conditions of the SCAOR SentiKey® Account and

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- Authorized User Agreement.
8. Pay all fees, charges, fines and recurring user fees as established from time to time by SCAOR when due.
 9. In order for a licensee or affiliate to provide uninterrupted service to their respective clients, users using the SentiKey® Real Estate App must keep the mobile app up-to-date with the most recent updates.
 10. Not disclose his/her personal identification number (PIN) to any person.
 11. 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.
 12. Strictly adhere to the rules and regulations as may be adopted by SCAOR from time to time with respect to the SentiKey® Account and Real Estate App or any other aspect of the system.
 13. Attend an instructional meeting on the operation and use of the SentiKey® Real Estate App as required by SCAOR from time to time.
 14. Pay all fees, fines and charges in connection with the use of the SentiKey® Account and the SentiKey® Key Box System.
 15. Comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a SentiKey® Key Box System, including notification of each listing office or listing agent of the SentiKey® Account holder's intention to enter the property through the use of the SentiKey® Key Box System. This notification is to be prior 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 SentiKey® Account 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.
 16. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the SentiKey Key Box System on any property.
 17. 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.
 18. 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.
 19. One-Day Showing Codes, if applicable: One-day showing codes are not to be provided to any individual unless specifically authorized to do so by the Seller and/or Landlord in writing.
 20. With the advancement of technology and the ability for mobile phone numbers to be cloned, and for the protection of consumer's listed properties, and for the safety of consumers, Users are to generate and share one-day codes through the SentiKey® Real Estate program.

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Section III Fines and Penalties

An Authorized Subscriber or User of the SentiKey® 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 (BOD) of SCAOR from time to time, in accordance with the attached schedule of fines and penalties.

An Authorized Subscriber or User of the SentiKey® 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 SentiKey® 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.

Section IV Damage to SentiKey® Box and Schedule of Fines and Penalties

Damage or lockbox loss caused by any member to any lockbox owned by SCAOR shall be reimbursed to the Association by the Brokerage firm in an amount set by the Association, but such rate shall not exceed the cost of replacement of the lockbox. Damage is herein described as any misuse which renders the lockbox inoperable or degrades its proper functioning through; defacing, cutting the shackle, striking or damaging the key compartment, or otherwise tampering. If a lockbox becomes disabled through no fault of the user and must then be mechanically removed through the use of cutting or other means by an authorized person to perform such operation, then the Broker shall not be liable.

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 SentiKey® Key Box System.

First Offense*	\$1,000 (unless otherwise reduced by BOD through appeal)
Second Offense*	\$5,000 (unless otherwise reduced by BOD through appeal)
Third Offense*	\$15,000 (unless otherwise reduced by BOD through appeal)
Appeal Filing Fee	\$250

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

Unless otherwise state, 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

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imposition of such fine or penalty.

Disclaimer: The Board of Directors of the Sussex County Association of REALTORS® reserves the right at 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. Users shall however be notified post-change of any fee schedule amendment.

Acknowledge Receipt:

Authorized Subscriber/User's Printed Name

Authorized Subscriber/User's Signature

User's Phone Number

User's Email Address

User's Primary Board/Association

User's Firm Name

**SUSSEX COUNTY ASSOCIATION OF REALTORS®
SENTRIKEY® ACCOUNT 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/SentriKey® Account Holder hereinafter referred to as (“Authorized User”)

(Name of Agent/SentriKey® Account Holder): _____

1. **SENTRIKEY® ACCOUNT NUMBER RECEIPT:** Participant and Authorized User acknowledge receipt of a SentriKey® Account number from SCAOR. For the purpose of this Agreement, a Participant is identified as any licensed Broker. A User (or synonymously an Authorized User) is identified as any individual authorized to access any SentriKey® lockbox to include but not limited to; an affiliate, licensee, contractor, or any other person authorized to use and/or access a SentriKey® lockbox. A User or Authorized User may also be a Participant.
2. **PAYMENT OF FEES AND LICENSE TO USE:** In exchange for payment of any and all applicable SentriKey® fees that may apply, plus applicable Authorized User Agreement, 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 SentriKey® LLC or SCAOR), to the SentriKey® System, the SentriKey® Account 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 SentriKey® Real Estate App only for the purpose of gaining authorized entry into real property upon which a SentriKey® lockbox has been installed in those geographic areas as defined herein where the Authorized User is authorized to access the System.
3. **CURRENT UPDATE:** In order for a Licensee or Affiliate to provide uninterrupted service to their respective clients, users using the SentriKey® Real Estate App must keep the mobile app up-to-date with the most recent updates.
4. **ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only 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 SentriKey® 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 and/or;

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- ii. The Authorized User is licensed with, and is affiliated as an employee or as an independent contractor with, the Participant and;
 - 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 and;
- 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 and;
- d. Affiliate members of a local Board/Association of REALTORS® shall be eligible to subscribe to and access the SentiKey® Key Box System as an Authorized User and to receive the Entry Codes licensed hereunder, provided:
 - i. The affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite service and/or;
 - ii. A duly authorized principal or officer of the firm for which affiliate member performs such services executes the appropriate SCAOR SentiKey® Account Authorized User Agreement and;
 - iii. 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;
 - iv. 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 and;
- 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:
 - i. 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 and;
 - ii. A duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services, executes the appropriate SCAOR SentiKey® Account Authorized User Agreement and;
 - iii. 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;
 - iv. 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 or 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.

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5. **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 SentriKey® LLC; or the Authorized User or Participant shall fail to satisfy any or all of the requirements of this Agreement.
6. **REVOCATION OF LICENSE OF THE SENTRIKEY® ACCOUNT:** The license to use the SentriKey® Account to access the SentriKey® key box system under this Agreement shall be terminated by SCAOR or SentriKey® LLC, and affected by deactivating the SentriKey® Account of 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 4 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.
 - e. The non-payment of any fees or fines as established from time to time by SCAOR and/or SentriKey® LLC, pursuant to Paragraph _____ 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; Any event deemed by SCAOR, in its sole and absolute discretion, to affect the security of the System or any SentriKey® Account or SentriKey® Lock Box;
 - g. 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, customer, clients, or other real estate professionals at the risk of physical harm and/or property loss or damage;
 - h. In the event of the death of the Participant/Authorized User, heirs or personal representatives will notify SCAOR.
7. **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 SentriKey® Account credentials 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 SentriKey® Account and the Participant or Authorized User's right to be issued a SentriKey® Account.
8. **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 SentriKey® 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 SentriKey® Key Box System. Participant and Authorized User hereby waive and release any and all claims against

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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 SentriKey® Account, including any deactivation of the SentriKey® Account by SCAOR as herein provided. The provisions of this Paragraph 8 shall survive the expiration or termination of this Agreement.

9. **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.
10. **AUTHORIZED USER RESPONSIBILITY:** Authorized User agrees:
- a. Never to permit anyone other than the Authorized User himself/herself to use the SentriKey® Account or his/her PIN for any reason and;
 - b. To attend an instructional session on the operation and use of the SentriKey® Account via the SentriKey® Real Estate App as required by SCAOR from time to time and;
 - c. To provide the necessary internet connection, computer hardware and non-SentriKey® supplies software for communication with the system and;
 - d. In order for a licensee or affiliate to provide uninterrupted service to their respective clients, users using the SentriKey® Real Estate App must keep the mobile app up-to-date with the most recent updates and;
 - e. To notify SCAOR within 48 hours of any change in his/her firm affiliation or termination and;
 - 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 SentriKey® 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 and;
 - g. To comply with all Rules and Regulations adopted by SCAOR, as from time to time amended, relating directly or indirectly, to the SentriKey® Key Box system and SentriKey® Real Estate App and are expressly incorporated by reference herein and made a material term of this Agreement as though fully set forth herein and;
 - h. Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing properties in their geographic areas and;
 - 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 SentriKey® directly to Authorized User on behalf of SCAOR and;
 - 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.)

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11. PARTICIPANT RESPONSIBILITY:

- a. Participant warrants that Participant is both a licensed real estate Broker and Participant of SCAOR and;
- 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 and;
- 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 and;
- 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 and;
- e. 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 SentiKey® Account User Agreement may result in the loss of SCAOR SentiKey® Account privileges and, further, could cause SCAOR to recall all SentiKey® Accounts issued to the Participant and the Participant's Authorized Users.
- f. Damage or lockbox loss caused by any member to any lockbox owned by SCAOR shall be reimbursed to the Association by the Brokerage firm in an amount set by the Association, but such rate shall not exceed the cost of replacement of the lockbox. Damage is herein described as any misuse which renders the lockbox inoperable or degrades its proper functioning through; defacing, cutting the shackle, striking or damaging the key compartment, or otherwise tampering. If a lockbox becomes disabled through no fault of the user and must then be mechanically removed through the use of cutting or other means by an authorized person to perform such operation, then the Participant/Broker shall not be liable.

12. 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 SentiKey® Lock Box on any property and before the listing is entered into the MLS, reflecting that a SentiKey® Lock Box has been authorized by owner/seller(s).

13. 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 SentiKey® account, 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.

14. NO WARRANTY: SCAOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SENTRIKEY® ACCOUNTS, THE SYSTEM OR ANY SENTRIKEY® LOCK BOX. WARRANTY CLAIMS BY AUTHORIZED USER OR PARTICIPANT SHALL BE MADE SOLELY AGAINST SENTRIKEY®, 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

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SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE SCOPE OF ANY WARRANTY PROVIDED BY SENTRIKEY®.

15. **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 SentriKey® Account or any SentriKey® Lock Box.
16. **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.
17. **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.
18. **PARTICIPANT AND AUTHORIZED USER REPRESENT AND WARRANT THEY HAVE EACH RECEIVED, READ, AND AGREE, IN WRITING, TO THE SUSSEX COUNTY ASSOCIATION OF REALTORS® SENTRIKEY® LOCKBOX RULES AND REGULATIONS.**

This written contract expresses the entire agreement between Participants, Authorized Users and SCAOR with respect to the SentriKey® Account 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 and License Number (print)

Firm Name

NRDS Number

Firm Address

User's Primary Board/Association

Broker's Primary Association

User's Email Address

Broker's Email Address

User's Phone Number

Broker's Phone Number

Authorized User Signature and Date

Broker's Signature and Date

SCAOR Representative Signature and Date

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 _____ Amex

Credit Card Number: _____

Expiration Date: _____

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: _____



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