

**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