

# GIMLS SentiLock™ Lockbox System End User License Agreement

*IT IS HEREBY AGREED* by and between the Golden Isles Multiple Listing Service, Inc., herein referred to as GIMLS, and the undersigned MLS Participant or MLS Subscriber in good standing or Unlicensed Staff Person under the employ of the MLS Participant in good standing, herein referred to as "User," that User may access the MLS and Lockbox services provided by GIMLS under the following terms and conditions, Usage Standards, and Rules and Regulations of the Service.

**1. REPRESENTATION:** User warrants as of the date of this agreement that he/she is licensed by the state of Georgia as a real estate broker, real estate salesperson, real estate appraiser or real estate appraiser trainee, who is or is affiliated with the MLS Participant in good standing, or is an unlicensed office staff person employed by the MLS Participant in good standing, and will continue in such capacity at all times while this Agreement is in effect. *If User, at any time during the term of this Agreement, is no longer an MLS Subscriber in good standing or affiliated with the MLS Participant in good standing or is no longer an Unlicensed Staff Person employed by the MLS Participant in good standing, User agrees to notify the MLS.*

\_\_\_\_\_(initial)

**2. USAGE AND DEFINITION:** Approved SentiLock access will entitle User to (1) access and use the MLS system through a system-compatible computer using an internet connection provided by the User, (2) to gain access to the SentiKey mobile application that can be used to access SentiLock electronic lockboxes located on listed properties. *The MLS User Login ID, and SentiKey mobile application are provided exclusively for the individual use of User and may not be shared with or used by any other individual.*

\_\_\_\_\_(initial)

User agrees that a lockbox is a container affixed to property as a device to gain access to the property being marketed by a Participant in the Multiple Listing Service (MLS). Participants in the MLS or their Subscribers are authorized under certain conditions to open these lockboxes under terms specified by the listing broker. Participants and their Subscribers, functioning as agents of potential purchasers, must contact the listing broker to arrange appointments to show listed property even if the property has a 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. *Unlicensed Staff are authorized by their MLS Participant employers to open or perform maintenance on lockboxes that are the property of their MLS Participant employers or that have been signed out by their MLS Participant employers from the Association office. Access to or maintenance of all other lockboxes by Unlicensed Staff is expressly forbidden.*

\_\_\_\_\_(initial)

**3. LOCKBOX OWNERSHIP:** All lockboxes that are the property of the Golden Isles Multiple Listing Service, Inc. will be stored at the Association office at 1801 Gloucester St, Brunswick, Georgia until checked out by Participants or authorized representatives thereof. Upon checking out the lockboxes, Participants will be emailed a list of lockbox serial numbers including the date they were assigned and checked out. This email will indicate their acknowledgement of and compliance with the rules & regulations of lockbox procedures.

*If a lockbox that is checked out from GIMLS is lost, stolen, or returned to the Association office in inoperable condition due to the User's negligence, the Participant will be charged \$150 for the lockbox. If the lockbox is stolen or vandalized, User must file a police report and provide a copy to the Association office. If a lockbox that has been marked "lost" or "stolen" in the system is recovered within 12 months of the reported "lost/stolen" date and is in operable and undamaged condition, a refund of \$150 will be issued to the participant.*

\_\_\_\_\_(initial)

**4. SENTRIKEY ACCESS:** Upon submission of this signed form to GIMLS, SentiLock LLC will issue an activation email providing instructions to create an account with a valid Login ID and password. There is no charge to download the SentiKey mobile app to an Android device or iPhone or iPad. When you log in to the SentiKey mobile app for the first time using your phone or tablet, you will lose one registration. This means that the device you just registered needs to be the only device you use when accessing the GIMLS SentiLock Bluetooth Lockbox system. If you access the SentiKey mobile app on two mobile devices simultaneously, for instance, an iPhone and an iPad, each subsequent sign-on to either device will reduce the number of registrations by one each time you sign on to that device. *Each account is limited to eight mobile registrations and additional registrations can be added for \$50 each once it is determined that no misuse of the SentiLock Lockbox System has occurred.*

\_\_\_\_\_(initial)

**5. TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:

- Termination of User as a MLS Subscriber for any reason including, but not limited to, non-payment and license termination or termination of User as an unlicensed employee of the MLS Participant
- Termination of User's association with MLS, his/her local Association of REALTORS® for any reason
- Failure of the User to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security outlined in Section 6.

User acknowledges that by signing this Agreement, they are granted a license to use the MLS systems, SentiLock software and lockboxes under the terms of this agreement.

**6. SECURITY:** User acknowledges that it is necessary to maintain security of the SentiKey mobile app and Lockbox system to prevent its use by unauthorized persons. User agrees:

- Not allow his/her personal identification number (PIN) to be kept with, attached to, or written down.
- Not assign, transfer, or pledge the rights of the SentiKey mobile application.

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- To recognize the responsibility to ensure the security of properties accessed through the use of a Lockbox.

**7. DISCIPLINARY ACTION:** User agrees to be subject to the disciplinary rules and procedures of the Golden Isles Association of Realtors® Professional Standards Committee and/or the MLS Compliance Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of MLS Access, the SentiKey mobile application, and the User's right to gain access to the SentiKey mobile application. No referral to the Golden Isles Association of Realtors® Professional Standards Committee is required for termination of services for failure to pay required fees.

## 8. MAJOR VIOLATIONS & FINES:

### Definition of Types of Major Lockbox Violations:

- Entering a property without permission or without following listing agent's instructions in the MLS for showing a property with a lockbox.
- Giving access to an unauthorized person
- Sharing your access, login credentials or PIN with another person.
- Unlicensed Staff accessing a lockbox not assigned to their Office/Brokerage.

### Major Violation Fines (for all types listed above):

**1st Offense:** \$500 per property on the same day, not to exceed \$1,500

**2nd Offense:** \$2,500 per property, not to exceed \$15,000- and 30-day suspension from SentiKey Access

**3rd Offense:** \$5,000 per property, not to exceed \$15,000- and 6-month suspension from SentiKey Access

**4th Offense:** Maximum fine allowable of \$15,000 and expulsion from GIMLS.

\_\_\_\_\_ (initial)

**8. INDEMNIFICATION:** User agrees to indemnify and hold MLS and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MLS resulting from the loss, use or misuse of the MLS or SentiLock System, including but not limited to, any and all liabilities including attorney's fees incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentiLock System.

**9. REIMBURSEMENT:** User agrees that in the event MLS shall prevail in any legal action brought by or against the User to enforce the terms of this Agreement, User, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MLS may be entitled.

**10. AUTHORIZATION:** Lockboxes must be installed on any properties listed for sale or rent, provided that the Seller has given written authorization to do so. Suggested forms of authorization are to either have the Seller sign the "Exclusive Seller Listing Agreement" in the GAR forms package or by signing the Lockbox Authorization Addendum which is available through the Association office.

*Where seller authority is given, the lockbox must be installed on the listed property within three (3) days of authorization. Non-compliance will result in a fine of \$25. Where seller has opted out of the use of an MLS-compliant lockbox, the seller-signed Lockbox Authorization Addendum must be attached to the listing in MLS under Documents. Non-compliance will result in a three (3) day reminder and an initial \$25 fine after three (3) days and then an additional \$25 every three (3) days thereafter until in compliance or after the issuance of the third fine, at which time the listing would be withdrawn.*

\_\_\_\_\_ (initial)

Instances where non-GIMLS lockboxes are approved are Rentals, Commercial properties, and HUD, FHA or other government agencies that require the use of a non-GIMLS lockbox. *User agrees that extreme care shall be taken by User to ensure that the lockbox and all doors or any property entered by User through the use of the SentiKey Real Estate Mobile App and SentiLock Lockbox shall be locked when User leaves the property.*

\_\_\_\_\_ (initial)

**11. OWNERSHIP OF MLS COMPILATION AND COPYRIGHTS:** User acknowledges that the act of submitting any property listing data, supporting documents, photographs or line drawings to the MLS represents that they have been authorized to grant and also thereby does grant authority for MLS to include such information into its copyrighted MLS compilation and any statistical reports. All information stored in the MLS System including but not limited to real property listing data, photographs, real property parcel data, HUD/VA data, agent, and office information (the "MLS Compilation"), is owned or leased by MLS as part of the copyrighted MLS Compilation. User agrees to use the MLS Compilation only in connection with the pursuit of User's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with the Golden Isles Multiple Listing Service, Inc. Rules and Regulations, policies, and procedures. The User agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the MLS Compilation, except as permitted in the Rules and Regulations.

**12. ADDITIONAL TERMS AND CONDITIONS:** User agrees to the terms as outlined in this Agreement. Upon termination of this Agreement as specified in Paragraph 7, User agrees to immediately cease using the SentiKey mobile application and any applicable Software. This written contract represents the entire agreement between the participants. This Agreement supersedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the User.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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