

SENTRILOCK



AUTHORIZED

USER AGREEMENT of the West Central Association of REALTORS®

This Authorized User Agreement, dated _____, is between

WEST CENTRAL ASSOCIATION OF REALTORS®, hereinafter referred to as the “WCAR,”
(Name of Association)

AND _____, hereinafter referred to as “Authorized User.”
(Name of Authorized User)

NAME OF AUTHORIZED USER’S BROKER: _____

The undersigned Parties hereby agree to the following:

1. **RECEIPT:** The Authorized User acknowledges receipt of access credentials (the “Access Credentials”) to the SentiLock System from the WCAR. The credentials provided may be in the form of electronic authorization data used by the SentiLock mobile application (“App”).
2. **PERIODIC CREDENTIAL UPDATE REQUIREMENT:** Authorized User acknowledges that Access Credentials require update on a period set by the SentiLock System. The Access Credentials for App users update automatically while in cellular coverage or connected to Wi-Fi when the App is open and in the foreground on the Authorized User’s mobile device. SentiCard® smart card users are required to update their Access Credentials stored on their SentiCard® smart card by placing it in the SentiLock Card Reader. The Authorized User is permitted to access SentiLock lockboxes only when provided with current Access Credentials and, therefore, is responsible for ensuring they perform the steps necessary to receive updated Access Credentials prior to attempting lockbox access.
3. **TERM OF USER AGREEMENT:** The term of this User Agreement begins on the date of the execution of this User Agreement and ends on the date the Authorized User terminates its business relationship with Broker. The WCAR or SentiLock may, at any time, suspend or terminate access to the SentiLock System and revoke Access Credentials for cause, including but not limited to:
 - Violation of WCAR bylaws, code of ethics, or other rules
 - Non-payment of fees due, regardless of conduct or other rules
 - Sharing or loaning Access Credentials to another person, whether or not they are a member of the WCAR
 - Criminal activity deemed to place clients, customers or other real estate professionals at risk
 - Dissemination of any information that would jeopardize the security or integrity of the System, property secured by such, or the safety of the Authorized User
4. **SECURITY OF ACCESS CREDENTIALS:** Authorized User acknowledges that it is necessary to maintain security of all Access Credentials provided under this Agreement to prevent their use by unauthorized persons. Consequently, Authorized User agrees to:
 - a. Never disclose their personal identification number (PIN) to any third party.
 - b. Never share or loan logins, passwords, PINs, or their authorized mobile device to any person for any purpose whatsoever.
 - c. Immediately notify the WCAR of the loss of, Access Credentials, or their authorized mobile device, lockboxes or any other information that jeopardizes the security of the System, and deliver a statement to the WCAR with respect to the circumstances surrounding the loss or theft
 - d. Follow all reasonable additional security procedures as specified by SentiLock or the WCAR
5. **REPLACEMENT OF CREDENTIALS:** The WCAR shall charge for the replacement of lost or damaged Lockboxes caused by the negligent acts or willful misconduct of Authorized User.
6. **DISCIPLINARY ACTION:** Authorized User agrees to be subject to the disciplinary rules and procedures of the WCAR’s Professional Standards Committee for violation of any provision of this agreement. Discipline may include forfeiture of the Authorized User’s Access Credentials and/or fine by the WCAR.

7. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold the WCAR and all of its respective officers, directors, and employees harmless from any and all loss, cost, expense, claims, or demands whatsoever by or against the WCAR resulting from loss, use, or misuse of the 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 from entry by any person into any premises by use of the SentiLock System.
8. **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 State and County in which the WCAR's principle offices are located.
9. **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.
10. **DISCLOSURE TO CLIENTS:** Authorized User shall obtain written authorization from the property owner before placing a lockbox on the owner's property and before the listing is entered into the MLS or Association, reflecting that a lockbox has been authorized by the owner.
11. **RESPONSIBILITIES:** Authorized User warrants that its Broker is both a licensed real estate broker and a member/participant of the WCAR and further warrants that
 - a. Authorized User possesses a valid and active real estate license and is, in fact, commercially associated with the Broker in an active effort to sell real estate; or is a licensed or certified real estate appraiser affiliated with the Broker.
 - b. Authorized User agrees to notify the WCAR immediately, in writing, should the Authorized User terminate their business relationship with the Broker.
 - d. Authorized User will comply with the Association's Lockbox Rules and Fees as the same may be modified from time to time.

This written contract expresses the entire agreement between the Authorized User, and the WCAR with respect to the SentiLock System. This Agreement supersedes any and all other agreements, whether 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 Authorized User.

By: _____ **West Central Association of REALTORS®** _____
 (Name of Issuer)

DATE: _____, 20_____

AUTHORIZED USER: _____
 SIGNATURE:

BROKER ACKNOWLEDGMENT

The undersigned broker ("Broker") warrants that Broker is both a licensed real estate broker and a member of WCAR.

Broker further warrants that the Authorized User holds a real estate license through Broker (or is a certified appraiser affiliated with Broker) and that Broker will immediately notify WCAR in writing should Authorized User terminate its business relationship with Broker.

Broker will not allow Authorized User to place a lockbox on any of Broker's clients' property without written authorization from such client and shall maintain records of such owner authorization for at least 5 years.

Name of Broker (Firm):

By: _____
 Signature of Primary Broker