

CENTRAL SUSQUEHANNA VALLEY BOARD OF REALTORS® - MULTIPLE LISTING SERVICE, Inc.

SENTRICARD® USER LOCKBOX RECIPROCAL ACCESS AGREEMENT

The Central Susquehanna Valley Board of REALTORS® - Multiple Listing Service, Inc. (CSVBR-MLS) and the REALTORS® Association of York and Adams Counties, Inc. (RAYAC) have entered into a reciprocity of access agreement to authorize access to both CSVBR-MLS and RAYAC SentiLock lockboxes through the authorized use of a SentiCard® or the SentiSmart® mobile application.

The CSVBR-MLS or RAYAC has issued a SentiCard® to an authorized user and access has not been suspended or terminated.

As an MLS Participant Member or MLS Subscriber of RAYAC, in consideration for reciprocal lockbox access to the CSVBR-MLS SentiLock lockboxes, the undersigned SentiCard Cardholder agrees to abide by the Lockbox Security Requirements of the Multiple Listing Policy of the National Association of REALTORS® (NAR), the rules and regulations for SentiCard® usage of RAYAC and CSVBR-MLS, and to pay any fines or penalties imposed when found in violation of the rules for SentiCard® usage or for wrongful access of properties listed in the MLS via the SentiCard®.

I acknowledge receipt of the CSVBR-MLS Rules and Requirements for SentiCard® Reciprocity as outlined on Page 2 and Page 3 of this Agreement.

By signing this Agreement, I confirm that I have read the SentiLock lockbox usage rules of both the CSVBR-MLS and RAYAC, and acknowledge my responsibilities to abide by these rules.

Signature of SentiCard Cardholder

Date

Printed Name of SentiCard Cardholder

Company Name

Participating REALTOR® (Broker's) Signature

CSVBR-MLS Rules and Regulations for SentiCard® Reciprocity

SECURITY OF SENTRICARDS®: Participant and Authorized User acknowledge that it is necessary to maintain security of the SentiCard® to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the SentiCard® in Authorized User's possession or in a safe place at all times.
- b. To keep Authorized User's PIN number separate and apart from the SentiCard® and Card Reader.
- c. To not allow his/her personal identification number (PIN) to be attached to the SentiCard® or Card Reader.
- d. To not disclose to any third party his/her personal identification number (PIN) including but not limited to sales associates, any entities, individuals or persons.
- e. TO NOT LOAN THE SENTRICARD® TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRICARD® TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- f. To not duplicate the SentiCard® or allow any person to do so.
- g. To not assign, transfer or pledge the rights of the SentiCard®.
- h. To notify the Participant and CSVBR-MLS within three days of the loss or theft of a SentiCard®. The Participant/Authorized User shall sign and deliver a statement to the CSVBR-MLS with respect to the circumstances surrounding the loss or theft. CSVBR-MLS shall charge for the replacement of SentiCards® either lost or damaged.
- i. To follow all additional security procedures as specified by the CSVBR-MLS.

FAILURE TO ADHERE TO THE FOREGOING SECURITY PROCEDURES WILL RESULT IN THE IMPOSITION OF A \$200 FINE AND/OR ANY OTHER FINES, INCLUDING BUT NOT LIMITED TO THOSE FINES SET FORTH IN CSVBR-MLS POLICIES.

PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both (1) a licensed real estate broker or certified appraiser duly licensed by the State Board of Certified Real Estate Appraisers and (2) Participant of the Central Susquehanna Valley Board of REALTORS® Multiple Listing Service, Inc.
- b. Participant warrants that Authorized User possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate.
- 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 CSVBR-MLS 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 SentiCard® and Card Reader or cause Authorized User to return SentiCard® and Card Reader to CSVBR-MLS.
- f. The Participant will continue to be charged a service fee for the disassociated subscriber until the Card is returned. If an Authorized User does not return the SentiCard® and Card Reader, Participant agrees to furnish the CSVBR-MLS with copies of written correspondence of all attempts to obtain the SentiCard® and Card Reader.
- g. 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 this SentiCard® User Agreement may result in the loss of SentiCard® privileges and, further, could cause CSVBR-MLS to recall all SentiCards® issued to the Participant and the Participant's Authorized Users.

Requirements for Reciprocal Access privileges:

1. No reciprocal access shall be granted to REALTOR® SentriCard® Users or Affiliate SentriCard® Users without the written permission of the cardholder’s primary MLS and/or Association’s staff administrator.
2. SentriCard® Users with reciprocal access must agree in writing to abide by the rules and regulations for Card usage of both MLS’ and to pay any fines or penalties imposed for violations of SentriCard® usage or wrongful access of listed properties.
3. Complaints of violations of SentriCard® usage or wrongful access shall be processed and administratively enforced by the MLS where the violation occurred.
4. Fines for violations/s of SentriCard® usage or wrongful access shall be paid to the MLS where the violation/s occurred.
5. For violation/s, a SentriCard’s® loss of key usage privileges shall apply to both the CSVBR-MLS and the RAYAC SentriLock® system.
6. Reciprocity of access shall be automatically renewable for SentriCard® Users who are not under suspension or termination of Card usage for rules violations.
7. The following fines shall apply:

RECIPROCAL ACCESS FINE SCHEDULE:

Fines for:	CSVBR	RAYAC
Lending SentriCard® – 1 st offense	*200.00	Sanctioning Guidelines
Lending SentriCard® – 2 nd offense	**500.00	Sanctioning Guidelines
Lending SentriCard® – 3 rd offense	****	Sanctioning Guidelines
Failure to obtain showing appointment before accessing listing via SentriCard®	Complaint procedure under the regular R&Rs****	Complaint procedure under the regular R&Rs****

*and sanction letter; fine doubled if loaned to a non-member

**and deactivation until all fines are paid

**** at the discretion of the MLS Board of Directors

These requirements are subject to change at the discretion of the CSVBR-MLS Board of Directors.