

**SENTRIKEY® USER AFFILIATE RECIPROCAL ACCESS AGREEMENT**

**MLS means:** Multiple Listing Service

**Reciprocity of access means:** authorized access to both CSVBR-MLS and RAYAC SentiLock lockboxes through the authorized use of a SentiKEY® assigned by the CSVBR-MLS.

**CSVBR-MLS means:** the Central Susquehanna Valley Board of REALTORS®-Multiple Listing Service Inc.

**RAYAC means:** REALTORS ® Association of York and Adams Counties

**Authorized Access means:** the CSVBR-MLS or the RAYAC has issued a SentiKey® to an Authorized User and access has not been suspended or terminated.

I, \_\_\_\_\_, an Affiliate Trade Member of the **CSVBR**, in consideration for reciprocal lockbox access to the **RAYAC** SentiLock lockboxes, do hereby agree to abide by the Lock Box Security Requirements of the multiple listing policy of the National Association of REALTORS® (NAR), the rules and regulations for SentiKey® usage of CSVBR-MLS and RAYAC, and to pay any fines or penalties imposed when found in violation of the rules for SentiKey® usage or for wrongful access of properties listed in the MLS via the SentiKey®.

I acknowledge receipt of the CSVBR-MLS and the RAYAC SentiKey® rules, outlined on Page 2 of this Agreement.

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

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

Print or type name here: \_\_\_\_\_

Company Name: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or type name here: \_\_\_\_\_

## **CSVBR-MLS Rules and Regulations for SentiKey® Reciprocity**

**SECURITY OF SENTRIKEY®:** Affiliate and Authorized User acknowledge that it is necessary to maintain security of the SentiKey® Mobile Application to prevent its use by unauthorized persons. Consequently, Authorized User and Affiliate agrees:

- a. To keep the SentiKey® 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 SentiKey®.
- c. To not allow his/her personal identification number (PIN) to be attached to the SentiKey® device.
- 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 SENTRIKEY® MOBILE DEVICE TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRIKEY® MOBILE APPLICATION TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.**
- f. To not duplicate the SentiKey® or allow any person to do so.
- g. To not assign, transfer or pledge the rights of the SentiKey®.
- h. To notify the Participant and CSVBR-MLS within three days of the loss or theft of a mobile device with the SentiKey® Mobile Application installed. The Participant/Authorized User shall sign and deliver a statement to the CSVBR-MLS with respect to the circumstances surrounding the loss or theft.
- 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 \$250.00 FINE AND/OR ANY OTHER FINES, INCLUDING BUT NOT LIMITED TO THOSE FINES SET FORTH IN CSVBR-MLS POLICIES.**

### **AFFILIATE'S RESPONSIBILITIES:**

- a. Affiliate shall provide CSVBR-MLS with proof of liability insurance by providing a Certificate of Insurance, and if the Certificate of Insurance does not include the amount of coverage, Affiliate shall also provide a copy of its insurance policy or other documentation in CSVBR-MLS's sole discretion that shows the amount of coverage.
- b. Affiliate agrees to enforce the terms of the Agreement with respect to any Authorized User associated with Affiliate and understands that Affiliate is not relieved of any responsibility or obligation by the mere fact of such disassociation with Authorized User.
- c. Affiliate agrees to notify CSVBR-MLS immediately, in writing, should the Affiliate or Authorized User terminate their relationship.
- d. The Affiliate will continue to be charged a service fee for an Authorized User who is no longer Affiliate's employee until the Affiliate notifies the CSVBR-MLS, in writing, of the Authorized User's termination. Affiliate agrees that it 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 SentiKey® User Agreement may result in the loss of SentiKey® privileges and, further, could cause CSVBR-MLS to terminate all SentiKeys® issued to Affiliate and Affiliate's Authorized Users.

**Requirements for Reciprocal Access privileges:**

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

**RECIPROCAL ACCESS FINE SCHEDULE:**

<b>Fines for:</b>	<b>CSVBR</b>	<b>WBVAR/MLS</b>
Lending SentriKey® – 1 <sup>st</sup> offense	*500.00	*500.00
Lending SentriKey® – 2 <sup>nd</sup> offense	**1,000.00	**500.00
Lending SentriKey® – 3 <sup>rd</sup> offense	****	****
Failure to obtain showing appointment before accessing listing via SentriKey®	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.