

**GREATER MILWAUKEE ASSOCIATION of REALTORS®
SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT**

Upon acceptance of this AUTHORIZED USER AGREEMENT (the "Agreement") this Agreement governs my right, as the "Authorized User", to use the Lockbox System as hereinafter defined.

The GREATER MILWAUKEE ASSOCIATION of REALTORS® ("GMAR") and SentiLock, LLC ("SentiLock") have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System ("Lockbox System"). The Lockbox System includes the Bluetooth REALTOR® Lockbox ("Lockbox") and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration.

GMAR offers the Lockbox System to active REALTOR® members of GMAR and as a condition of such use the Authorized User must enter into with Agreement. The Authorized User agrees as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox GMAR provides to and registers to the Authorized User in connection with the Authorized User's normal and customary activities, while acting as a real estate agent, appraiser or other GMAR approved Authorized User within the terms and conditions set forth in this Agreement.
2. **OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of GMAR. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
3. **TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement by signing below and terminates on the earlier of: (1) termination of GMAR's master agreement with SentiLock; (2) the Authorized User is no longer a member of GMAR for any reason or no reason at all; (3) GMAR terminates this Agreement as provided in Section 10; (4) the Authorized User terminates this Agreement with written notice to GMAR; or (5) Authorized User has not accessed SentiLock for four consecutive months. Upon termination of this Agreement for any reason, Authorized User shall surrender their usage of the Lockbox System immediately and return all Lockboxes to GMAR in good condition normal wear and tear expected. Authorized User shall reimburse GMAR for the cost of any damaged or lost Lockboxes pursuant to Section 6, including any applicable shipping charges.
4. **PAYMENT:** All fees associated with the Authorized User's use of SentiLock Lockboxes are included as part of the Authorized User's GMAR membership fees.
5. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of SentiLock and GMAR. Authorized User acknowledges that the Lockbox System is a work in which SentiLock has patent, copyright and trademark rights and that the license to GMAR is for the purpose of facilitating its members' ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the Lockbox System or any portion or element thereof. Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes. Any Lockbox registered to Authorized User by GMAR under this Agreement shall be returned as required by SentiLock or GMAR. GMAR may, at its discretion, require Authorized Users to replace the SentiLock Lockboxes with replacement SentiLock lockboxes compatible with the Lockbox System.

6. **LOSS AND DAMAGE:** Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever, including without limitation, damage to Lockboxes by the attachment of sleeves or adhesives. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized User under this Agreement which shall continue in full force and effect.

If any Lockbox is damaged, then Authorized User shall return the damaged Lockbox to GMAR who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, including without limitation, damage to Lockboxes by the attachment of sleeves or adhesives, Authorized User shall reimburse GMAR for any costs incurred in connection with the repair or replacement of the Lockbox.

If a Lockbox is lost or stolen, or if in the reasonable judgment of GMAR, a Lockbox is destroyed or damaged beyond repair, then the Authorized User shall pay GMAR the total current replacement cost including applicable shipping costs.

If a Lockbox is left on a property, at a title company, or other location, then the Authorized User's SentiLock and MLS accounts will be suspended until the Lockbox is returned to the GMAR.

7. **REMOVAL OF BOXES:** Within seventy-two (72) hours of the closing of a sale of a property, or expiration of a listing contract, the Authorized User shall: (a) remove any and all Lockboxes from the applicable property, and (b) unassign said Lockboxes in the SentiLock app.

8. **AUDIT/INSPECTION:** From time to time, GMAR may conduct a full audit requiring Authorized Users to verify the then-current location of all Lockboxes. Authorized User agrees to fully cooperate with such audits. GMAR shall, at any and all times, have the right to go to any property where a Lockbox is located for the purpose of inspecting the same or observing its use. Authorized User shall give GMAR immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever GMAR requests, advise GMAR of the exact location of each Lockbox. In the event a Lockbox cannot be accounted for, GMAR reserves the right to charge the replacement cost of the box, including any applicable shipping cost, to the Authorized User.

Lockboxes owned or leased by GMAR can be recalled at any time, whatsoever with notice to Authorized User. If Authorized User fails to return Lockboxes as indicated in the notice, GMAR reserves the right to charge the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Authorized User.

9. **DISCLAIMER OF WARRANTIES:** GMAR is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, GMAR makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. GMAR further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from GMAR's negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it "AS IS".

10. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of GMAR for violation of any provision of this Agreement. Discipline may include fines up to \$5,000 per occurrence, breach, or violation of this Agreement; or forfeiture of the Authorized User's access to the Lockbox System and the GMAR's right to retain any Lockbox issued to the Authorized User under this Agreement. GMAR or SentiLock may, at any time, suspend or terminate access to the

SentriLock System and revoke Lockbox services for cause and suspend or terminate MLS access including but not limited to:

- a. Violation of GMAR's Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the State of Wisconsin and related licensing and regulatory bodies, and the National Association of REALTORS®;
- b. Non-payment of fees due, regardless of conduct or other rules;
- c. Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of GMAR;
- d. Allowing access to the Lockbox without Seller's written authorization;
- e. Criminal activity including property damage and theft from a property secured by a SentriLock lockbox;
- f. Dissemination of any information that would jeopardize the security or integrity of the Lockbox System, property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals;
- g. Failure to remove a Lockbox from a property within seventy-two (72) hours of the closing of a sale of a property, or expiration of a listing contract in accordance with Section 7; or
- h. Attaching Lockboxes to non-MLS commercial properties, rental properties, or vacant land.

11. **SURRENDER:** Authorized User agrees to return the SentriLock Lockbox within five (5) business days to GMAR after occurrence of any of the following events:
 - a. Termination as a member of GMAR;
 - b. Termination of the Authorized User's association with an active Broker Participant or Team;
 - c. Termination of this Agreement under Sections 3 or 10;
 - d. In the event of the death of the Authorized User, heirs or personal representatives will return the SentriLock Lockbox to GMAR within thirty (30) of the date of death; or
 - e. Pursuant to Section 8 related to recall of Lockboxes for the purpose of audit.
12. **USE OF LOCKBOXES:** The owner of a property must consent in writing to the Authorized User's use of a Lockbox and such written consent may be set forth in the listing contract or in a separate document created for that purpose. Authorized User is not required to use a Lockbox. Authorized User may use the Lockbox System to permit access to a property to any unlicensed individual, photographer, inspector, or prospective buyer, with or without the Authorized User being present at the property, provided that the owner of a property has consented to use of the Lockbox System. The Authorized User is prohibited from using the Lockbox System to access a Lockbox and enter any property for any purpose other than the intended use of the Lockbox System.
13. **SECURITY:** Authorized User acknowledges that it is necessary to maintain security of the Lockbox System and their personal identification number (PIN) to prevent use by unauthorized persons. Authorized User agrees to:
 - a. Keep the Lockbox System access safe and secure at all times.
 - b. Not share any and all PIN numbers to any Lockbox System access, the Authorized User's smart phone, or smart phone application.
 - c. Notify the GMAR immediately, but no later than forty-eight (48) hours, of the loss or theft of the Authorized User's smart phone containing the Sentrilock smart phone application.
 - d. Follow any additional security procedures specified by Sentrilock or the GMAR.
14. **RECIPROCITY:** If accessing a Lockbox in an MLS or Association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such MLS or Association and be subject to any discipline therein.

15. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold GMAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GMAR resulting from loss, use or misuse of the Lockbox 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 Lockbox System. The Authorized User shall promptly notify GMAR of any claim, and cooperate fully with them in defending or settling any claim.
16. **NOTICES:** All notices, demands, or consents required or permitted under this Agreement shall be either in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party at the following addresses:

GMAR: 11430 W North Avenue, Wauwatosa, WI 53226.

Authorized User: To the contact information on file at GMAR.

17. **ASSIGNMENT:** Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by GMAR.

All rights of GMAR hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Authorized User. If GMAR assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by GMAR hereunder or pursuant to any other agreement between GMAR or Authorized User, should there be one, shall excuse performance by Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by GMAR under the terms of this Agreement. Anything herein contained to the contrary, GMAR shall not have the right to, and agrees that it will not, include in any such assignment any of GMAR's rights against vendors, manufacturers or suppliers of any of the Lockboxes.

18. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Authorized User acknowledges that by entering into this Agreement, they have transacted business in the State of Wisconsin. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in the State of Wisconsin, as to all matters relating to or arising from this Agreement. GMAR is entitled to any and all costs, including attorney fees, to enforce the terms of this Agreement.
19. **PARTIAL INVALIDITY:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
20. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Authorized User and GMAR with respect to the Lockbox System. This Agreement amends and restates and supersedes any and all other agreements, either oral or in writing, including without limitation, any and all lockbox agreements entered into previously between GMAR and the Authorized User. 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.

[Signature Page Follows]

AGREEMENT AND ACKNOWLEDGEMENT: I, the undersigned, acknowledge that I have read and agree to comply with this Agreement, and agree to be bound by any related GMAR Rules and Regulations or Lockbox System Policies as may be from time to time be enacted or amended. I understand that violations of this Agreement may result in fines and/or suspension or termination of Lockbox System services.

AUTHORIZED USER:

Signature: _____

Name: _____

Date: _____