

NORTH CENTRAL WASHINGTON ASSOCIATION OF REALTORS®
SENTRILOCK™ SYSTEM AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is entered into this date by and between THE NORTH CENTRAL WASHINGTON ASSOCIATION OF REALTORS®, a Washington not-for-profit corporation ("NCWAR") AND _____, an NCWAR member ("Authorized User"), who are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS

- A. NCWAR is a professional trade organization operating in North Central Washington that provides a variety of services to licensed real estate agents and brokers in North Central Washington who are members of NCWAR.
- B. The Authorized User is a member of NCWAR.
- C. NCWAR currently provides its members with a lockbox service, which allows its members to obtain keys to access properties listed for sale with NCWAR's Multiple Listing Service ("MLS") by entering a code on a lockbox located on the listed property.
- D. NCWAR desires to alter its current lockbox service and move to the SentiLock™ System. The SentiLock™ System will be comprised of Smart Cards, LockBoxes, and CardReaders, which will be provided to members of NCWAR who execute a SentiLock™ System Authorized User Agreement. The Smart Cards will permit members of NCWAR to obtain keys from LockBoxes located on properties listed on the MLS and then access those properties. The CardReader will permit Smart Cards to be updated on a periodic basis allowing access to LockBoxes.
- E. NCWAR intends to provide to the Authorized User the quantity of Smart Cards, LockBoxes and CardReaders that the Authorized User desires to acquire and purchase. The Authorized User desires to participate in the SentiLock™ System, pursuant to the terms of this Agreement.

NOW, THEREFORE, in light of the foregoing Recitals, which are incorporated as part of the Agreement of the Parties, and the terms and conditions set forth below, the Parties agree as follows:

AGREEMENT

- 1. **PAYMENT:** The Authorized User shall pay NCWAR \$_____ for the Smart Cards, LockBoxes and CardReader listed in paragraph 2 below.
- 2. **SMART CARD & LOCKBOX RECEIPT:** The Authorized User acknowledges receipt from NCWAR of the following Smart Cards, LockBoxes, and CardReader (the "Components"):

	<u>Quantity</u>	<u>Price Per Unit</u>
Smart Cards	_____	<u>\$15.00</u> + tax = \$16.26
LockBoxes	_____	<u>\$95.00</u> + tax = \$102.98
CardReaders		
Home	_____	<u>\$55.00</u> + tax = \$59.62
Office	_____	<u>\$65.00</u> + tax = \$70.46

3. PIN RECEIPT: The Authorized User hereby acknowledges receipt of the Authorized User's personal identification number ("PIN"), which has been issued by NCWAR and which allows the Authorized User to utilize Lockboxes.

4. RIGHT TO USE: The Authorized User shall be permitted to use the Components, subject to the terms of this Agreement.

5. AUTHORIZED USER'S RESPONSIBILITIES: In addition to any other responsibilities set forth in the Agreement, the Authorized User agrees and warrants as follows:

5.1. That the Authorized User is a licensed real estate broker, associate real estate broker, or real estate salesperson as defined by RCW 18.85.010 or a certified real estate appraiser, and a member in good standing of NCWAR;

5.2. That the Authorized User shall notify NCWAR immediately, in writing, in the event the Authorized User's license is terminated or transferred;

5.3. That since it is necessary to maintain security of the SentiLock™ System to prevent its use by unauthorized persons, the Authorized User shall keep the Components in Authorized User's possession or control at all times, and shall abide by any and all security procedures or rules now or hereafter established by NCWAR concerning the use of the Components or the SentiLock™ System;

5.4. That Authorized User shall notify NCWAR within three (3) days following the loss or theft of any of the Components, including any Smart Cards. The Authorized User shall sign and deliver a statement to NCWAR with respect to the circumstances surrounding the loss or theft, upon NCWAR's demand.

5.5. That the Authorized User shall NOT:

5.5.1. Attach or otherwise affix his or her PIN to the Components or disclose the PIN to any person;

5.5.2. LOAN THE COMPONENTS TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR PERMIT THE COMPONENTS TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON, WITHOUT NCWAR'S WRITTEN CONSENT;

5.5.3. Duplicate the Components or allow any person to do so;

5.5.4. Assign, pledge, gift, sell, or otherwise transfer or convey the Components and the PIN to any person.

6. REPLACEMENT SMART CARDS and/or LOCKBOXES: In the event the Authorized User shall lose, or have stolen, or damages any or all of the Components, NCWAR shall provide the Authorized User with replacement Components; provided the Authorized User has complied with the terms and conditions of this Agreement, the security procedures or rules of NCWAR described in Paragraph 5 above, and pays NCWAR the following, which amounts may in the future be adjusted by NCWAR at its sole discretion:

6.1. Smart Cards: \$25.00 plus tax.

6.2. LockBoxes and CardReaders: The Authorized User shall be responsible for, at his or her sole expense, the repair or replacement costs of lost, stolen, damaged or otherwise defective Lockboxes or CardReaders, plus shipping, handling, and applicable taxes.

7. WRITTEN AUTHORIZATION: The Authorized User shall not place a LockBox on any real property, until having first obtained the expressed written consent of the owner of said real property.

8. CODE UPDATES: The Authorized User understands and acknowledges that the Smart Cards have a code that expires at intervals to be determined by NCWAR. The Smart Cards will not access LockBoxes until they have obtained the required code update. Code updates are available by placing Smart Cards in a CardReader, which has been linked with NCWAR's system which shall distribute the code. CardReaders that are not so linked shall not obtain the updated code.

9. WHEN AUTHORIZED USER IS A BROKER. In the event that the Authorized User is a licensed real estate broker (the "Broker") employing or contracting with licensed real estate agents, the Broker agrees as follows:

9.1. To enforce the terms of the Agreement with respect to each and every agent of the Broker;

9.2. That the Broker is jointly and severally liable, together with Broker's agents, for all duties, responsibilities and undertakings of the agents under this Agreement and understands that failure to follow the provisions of the Agreement may result in the termination of this Agreement and/or the recall of all Components issued to the Broker and the Broker's agents, regardless of whether the Broker has disassociated with an agent who has violated a provision of this Agreement;

9.3. To notify NCWAR immediately, in writing, in the event the relationship between the Broker and an agent is terminated, or the agent's license transferred; and to take the steps necessary to obtain and control any and all Components of in the possession and/or control of said agent. The Broker shall provide NCWAR with information related to the agent and the Broker's efforts to obtain the Components from the agent, upon demand.

10. SMART CARD EXCHANGE: From time to time, SentiLock™ or NCWAR may, at their discretion, require the replacement of the Components. In those cases, the Authorized User shall promptly surrender the Components, or parts thereof, that will be replaced, and shall be provided with replacement components at no cost to the Authorized User, unless the exchange is necessary due to the negligence of the Authorized User.

11. LOCKBOX BUY-BACK: NCWAR shall pay the Authorized User for returned LockBoxes pursuant to Schedule attached hereto as Addendum “A”; provided that:

11.1. The Authorized User has first made a reasonable and good faith attempt to sell the LockBoxes to participating brokers and/or agents of NCWAR;

11.2. LockBoxes have not been altered in any manner and still in good working condition and appearance;

11.3. The Authorized User has complied with the terms of this Agreement.

12. TRANSFER OF COMPONENTS: The Authorized User may transfer the Components to another member of NCWAR, only upon the express, written consent of NCWAR.

13. DISCIPLINARY ACTION: The Authorized User agrees that he/she is subject to the disciplinary rules and procedures of the NCWAR Professional Standards Committee for violation of any provision of this Agreement. In addition to any other discipline as may be set by the Committee, discipline may include the Authorized User’s forfeiture of the Components and the termination of this Agreement.

14. INDEMNIFICATION: The Authorized User shall indemnify and hold NCWAR and all of its officers, directors, agents, and employees harmless from and against any and all loss, cost, expense, claims or demands whatsoever (including attorney's fees and costs) resulting from or related to any and all loss, use or misuse of the SentiLock™ System or the Components or breach of this Agreement by the Authorized User or his or her employees or agents.

15. WAIVER OF LIABILITY: The Authorized User hereby acknowledges and agrees that NCWAR, its officers, directors, agents, and employees shall not be liable for any defect in or the result of any defect arising out of or in the use of the Components.

16. AGREEMENT TERMINATION:

16.1. Either Party may terminate this Agreement on five (5) days notice to the other Party; provided, however, this Agreement shall automatically terminate if the Authorized User is no longer a member of NCWAR, dies, is no longer a licensed real estate professional in the State of Washington, or surrenders the Components to NCWAR.

16.2. Upon the termination of this Agreement, the Authorized User shall immediately return the Components to NCWAR.

17. ATTORNEYS' FEES AND COSTS: In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event

of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

18. APPLICABLE LAW AND VENUE: This Agreement will be interpreted in accordance with the internal laws of the state of Washington. The venue of any action hereunder shall be in Chelan County, Washington.

19. SEVERABILITY: 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.

20. ENTIRE AGREEMENT: This document contains the entire agreement and there are no other agreements, warranties, or understandings, written or oral between the Parties. Amendments to this Agreement shall be written and signed by both Parties.

AUTHORIZED USER:

Member Name: _____
(Please Print)

Signature: _____

Broker Name: _____
(Please Print)

Signature: _____

Date: _____

ADDENDUM “A”

to
SENTRILOCK SYSTEM AUTHORIZED USER AGREEMENT,

NORTH CENTRAL WASHINGTON ASSOCIATION OF REALTORS®

SENTRILOCK SYSTEM BUY-BACK SCHEDULE & PRICES

In accordance with and pursuant to Section 11 of the SENTRILOCK SYSTEM AUTHORIZED USER AGREEMENT, The North Central Washington Association of REALTORS®, may buy-back used lockboxes from it's Authorized Users on the following price schedule:

Within 1 st year of initial purchase as new hardware	\$55.00
Within 2 nd year of initial purchase as new hardware	\$37.00
Within 3 rd year of initial purchase as new hardware	\$19.00
Within 4 th year of initial purchase as new hardware	\$1.00