



Edmond Board of REALTORS®
SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT (“Agreement”)

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

The Edmond Board of REALTORS® and Senti-Lock, LLC (“SentiLock”) have contracted under a 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. Edmond Board of REALTORS® will offer the Lockbox Services to primary active members in good standing with the Edmond Board of REALTORS®. The parties agree as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox the Edmond Board of REALTORS® provides to and registers to Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser, or other Edmond Board of REALTORS 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 the Edmond Board of REALTORS®. 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 and terminates on the earlier of: (1) termination of the Edmond Board of REALTORS® master agreement with SentiLock; (2) the Authorized User terminates participation with Edmond Board of REALTORS®; (3) Edmond Board of REALTORS® terminates this Agreement as provided in Section 9; or (4) the Authorized User terminates this Agreement will give notice to the Edmond Board of REALTORS®. Upon termination of this Agreement for any reason, the Authorized User shall surrender their usage of the Lockbox System immediately and return all Lockboxes to the Edmond Board of REALTORS® in good condition. The Authorized User shall reimburse the Edmond Board of REALTORS® for the cost of any damaged or lost Lockboxes, including any applicable shipping charges.
4. **PAYMENT:** The Edmond Board of REALTORS® shall invoice the Authorized User for Lockbox Services quarterly or in accordance with the Edmond Board of REALTORS® billing policy. Authorized User will be assessed a User Fee for use of the Lockbox System as determined by the Edmond Board of REALTORS® Board of Directors. If an Authorized User fails to pay the User Fee by the due date, the Edmond Board of REALTORS® may assess a late penalty and/or reactivation fee, and de-activate Authorized User’s service until the fees and late penalty are paid in full.
5. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockboxes are the sole property of SentiLock and the Edmond Board of REALTORS®. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright, and

trademark rights and that the license to the Edmond Board of REALTORS® 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 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 the Authorized User by the Edmond Board of REALTORS® under this Agreement shall be returned as required by SentiLock or the Edmond Board of REALTORS®.

6. **LOSS AND DAMAGE:** Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any cause. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of the Authorized User under this Agreement which shall continue in full force and effect.

In the event any Lockbox is damaged, Authorized User shall return the damaged Lockbox to the Edmond Board of REALTORS®, who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, Authorized User shall reimburse the Edmond Board of REALTORS® for any costs incurred with the repair or replacement of the Lockbox.

If a Lockbox is lost or stolen, or if in the reasonable judgment of the Edmond Board of REALTORS®, a Lockbox is destroyed or damaged beyond repair, Authorized User will pay Edmond Board of REALTORS® the total current replacement cost including applicable shipping costs.

7. **AUDIT/INSPECTION:** From time to time, the Edmond Board of REALTORS® may conduct a full audit requiring Authorized Users to verify the then-current location of all Lockboxes. Authorized User agrees to cooperate with such audits fully. The Edmond Board of REALTORS® shall, at 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 Edmond Board of REALTORS® immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever the Edmond Board of REALTORS® requests, advise the Edmond Board of REALTORS® the exact location of each Lockbox. If a Lockbox cannot be accounted for, the Edmond Board of REALTORS® reserves the right to assess a replacement cost of the box, including any applicable shipping cost, to the Authorized User.

Lockboxes owned by the Edmond Board of REALTORS® can be recalled at any time, with notice to Authorized User. If an Authorized User fails to return Lockboxes as indicated in the notice, the Edmond Board of REALTORS® reserves the right to assess the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Authorized User.

8. **DISCLAIMER OF WARRANTIES:** The Edmond Board of REALTORS® is not the manufacturer, supplier, or dealer of or in the Lockbox System. Accordingly, Edmond Board of REALTORS® 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. The Edmond Board of REALTORS® 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 the Edmond Board of REALTORS® negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it "AS IS".

9. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of the Edmond Board of REALTORS® for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox issued to the Authorized User under this Agreement. The Edmond Board of REALTORS® may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to:
 - a. Violation of the Edmond Board of REALTORS® Rules and Regulations, applicable Bylaws, or other applicable rules or policies, including regulations for the State Department of Licensing and Regulatory Affairs 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 they are a member of the Edmond Board of REALTORS®;
 - 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 SentiLock lockbox;
 - f. 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. Property owner(s), occupants(s), clients, customers, or other real estate professionals.
10. **SURRENDER:** Authorized User agrees to return the SentiLock Lockbox within five (5) business days to Board/Association after the occurrence of any of the following events:
 - a. Termination as an active member of the Edmond Board of REALTORS®;
 - b. Termination of association membership with an active Broker;
 - c. Termination of this Agreement under Section 9; or
 - d. In the event of the death of the Authorized User, heirs or personal representatives will return the SentiLock Lockbox to the Edmond Board of REALTORS®.
11. **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.
12. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold Edmond Board of REALTORS® 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 Edmond Board of REALTORS® 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 System. The Authorized User shall promptly notify the Edmond Board of REALTORS® of any claim and cooperate fully with them in defending or settling any claim.
13. **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:
Edmond Board of REALTORS® - 1065 N Bryant Ave. Edmond, OK 73034

Stephanie Carter - Association Executive: ae@edmondrealtors.com

14. **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 grounds for immediate termination of this Agreement by the Edmond Board of REALTORS®.

All rights of the Edmond Board of REALTORS® hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Authorized User. If the Edmond Board of REALTORS® 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 Edmond Board of REALTORS® hereunder or pursuant to any other agreement between Edmond Board of REALTORS® 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 by the Edmond Board of REALTORS under the terms of this Agreement. Anything herein contained to the contrary, the Edmond Board of REALTORS® shall not have the right to, and agrees that it will not, include in any such assignment any of the Edmond Board of REALTORS® rights against vendors, manufacturers or suppliers of any of the Lockboxes.
15. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Authorized User acknowledges that by entering into this Agreement, he or she has transacted business in the State of Oklahoma. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts in the State of Oklahoma, as to all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising from or related to this Agreement.
16. **PARTIAL INVALIDITY:** Any provision of this Agreement 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.
17. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Authorized User and the Edmond Board of REALTORS® with respect to the Lockbox System. This Agreement supersedes any and all other agreements, either 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.
18. **AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with the Edmond Board of REALTORS® Rules and Regulations and Lockbox System Policies as may be from time to time amended. A copy of the Edmond Board of REALTORS® Rules and Regulations and Lockbox System Policies can be found online by logging into the Edmond Board of REALTORS® website or at the Edmond Board of REALTORS® office. I understand that violations of the Edmond Board of REALTORS® Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Service.

To be signed electronically via the SentiLock app



EDMOND BOARD OF REALTORS®
LOCKBOX POLICY

The Edmond Board of REALTORS® (EBR) currently operates an electronic lockbox system as a member service to Primary Association members. Members utilizing EBR's lockbox system must adhere to the rules set forth in this EBR Lockbox Policy (the "**Lockbox Policy**").

Section 1. Definitions. For purposes of this Lockbox Policy, the following terms shall have the meaning set forth below:

- (a) "**Key**" means the networked mobile application made available by EBR's lockbox service provider that provides Keyholder access to a Lockbox's contents.
- (b) "**Keyholder**" means a Member that has been issued a Key.
- (c) "**License Agreement**" means the EBR Lockbox Purchase and Key License Agreement, pursuant to which EBR leases lockboxes and licenses use of the Lockbox System and a Key to the Keyholder.
- (d) "**Lockbox**" means an electronic device that holds the keys to a property.
- (e) "**Lockbox Fine Schedule**" means the fines assessed for violations of this Lockbox Policy.
- (f) "**Lockbox System**" means the network of Lockboxes and Keys provided to Members by EBR or its third-party service provider.
- (g) "**Member**" means an active member of EBR.
- (h) "**PIN(s)**" means an alphanumeric code used to access the Member's Key.

Section 2. Eligibility. The Lockbox System is provided by EBR through its third-party lockbox service provider as a Member service. Use of the Lockbox System is not mandatory. A Member will be eligible to hold a Key if:

- (a) the Member signs (electronically) the Lockbox User Agreement,
- (b) the Member is in good standing with EBR, and
- (c) the Member complies with the License Agreement, this Lockbox Policy, and other applicable EBR rules, policies, or guidelines.

Section 3. Compliance; Sanctions. Use of the Lockbox System is governed by the License Agreement and this Lockbox Policy. Failure to comply with the License Agreement, this Lockbox Policy, or any other applicable EBR rule, policy, or guideline may result in the assessment of a fine in accordance with the Lockbox Fine Schedule, termination of the License Agreement and Lockbox System privileges, and/or deactivation of the Keyholder's Key. The EBR Board of Directors will hold a hearing if requested in writing by the Member accused of violating the Lockbox Policy.

Section 4. Requirement; Written Authority. An EBR-approved Lockbox must be placed on properties listed by Members in MLSOK's database if any other device granting access to real estate professionals or service providers is authorized by the seller and occupant and placed on the property. A Lockbox may not be placed on a property without the prior written consent of the seller. Said consent may be granted in a listing agreement or separate document created specifically for the purpose of granting consent. Members may not require inclusion in an MLS as a condition of placing a Lockbox on a listed property.

Section 5. Issuance of Keys. Each Member shall be entitled to license one (1) Key upon execution of a License Agreement. Each Member who wishes to participate in the Lockbox System must receive its own Key.

Section 6. Authorized Purpose. A Keyholder may only use its Key for the purpose of appraising, viewing, or showing the listed property to prospective purchasers, or to facilitate the sale of the listed property.

Section 7. Key Security. Keys and PINs shall not be disclosed to, loaned to, or shared with any third party, including without limitation any other individuals in Keyholder's office. Each Keyholder will ensure that its Key is protected and kept secure and confidential at all times. Keyholder shall enable security protocols on Keyholder's mobile device to prevent unauthorized access, including the following types of cyberattacks:

- (a) where an unauthorized user can override or escalate the security credentials;
- (b) where the communication session between the Lockbox and Key are recorded and played back later to gain unauthorized access;
- (c) forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user;
- (d) the introduction of unauthorized software into the Lockbox System; or
- (e) transmission of frequencies to deceive the Lockbox into opening.

Section 8. Use of Lockbox Contents. Keyholders shall at all times follow the showing instructions published in the MLS for the listed property. All Keyholders must comply with the following requirements:

- (a) Keyholder shall not grant access to a listed property to anyone other than Keyholder's prospective buyers without the prior consent of the listing Member;
- (b) Keyholder shall not provide the contents of a Lockbox to any party at any time, including without limitation the Keyholder's prospective buyers and other REALTORS®;
- (c) Keyholders shall keep the contents of a Lockbox in their possession at all times after removal from the Lockbox and shall not remove said Lockbox contents from the property site without the prior written consent of the listing Member;
- (d) Keys to the listed property shall promptly be returned to the Lockbox container when leaving the property. Keyholder shall ensure the property is secure prior to leaving; and
- (e) Damage to any Lockbox shall immediately be reported to the listing Member and to EBR.

Section 9. Issuing Temporary Codes. A listing Member can issue temporary codes to a Lockbox on terms agreed to in advance by the seller. Temporary codes must expire within

seventy-two (72) hours of being issued or must be under the control of the listing Member. Temporary codes must be a minimum field size of five (5) characters.

Section 10. Return of Keys. Keyholder must disable Keys upon termination of membership in EBR or as required in the License Agreement.

Section 11. Consent to Access. No Member may physically enter a property without notification to, and express approval of, the listing Member unless the showing instructions provide otherwise.

Section 12. Damaged, Lost, or Stolen Keys. To ensure the integrity of the Lockbox System, a Keyholder shall immediately report suspected unauthorized use of its Key or damage, loss, or theft of its mobile device containing its Key to EBR.

Section 13. Accountability. EBR may, from time to time in its sole discretion, conduct an audit of all Keys to ensure compliance with this Lockbox Policy and the License Agreement. All Keyholders shall cooperate with EBR during the audit. If a Keyholder cannot account for its Key during the audit, EBR may issue a fine to the Keyholder in the amount set forth in the Lockbox Fine Schedule, in addition to any fees for which Keyholder is liable under the License Agreement. Keys shall be deemed unaccounted if the Keyholder cannot demonstrate the Key is under the Keyholder's physical control.

Section 14. No Warranty. EBR does not warrant or retain any liability for Lockboxes placed on homes. All liability for all Lockbox issues are a matter between the property owner and the Member.

Section 15. Association Transfer or Membership Deactivation. Members are required to return all SentiLock boxes to EBR if member transfers to another primary association or go inactive. EBR will charge the cost of the box(s), \$140 each, to your card on file if boxes are not returned within five (5) days of status or association change.

Section 16. Removal of Lockbox. Within seventy-two (72) hours after the close of escrow or the cancellation or expiration of a listing, the Member shall remove the Lockbox from the subject property.

Section 17. Key Code Requests. EBR reserves the right to decline the release of requested Key access codes until identification of the requesting Member can be proven. Fraudulent requests for Key access codes are subject to a fine as set forth in the Lockbox Fine Schedule.

Section 18. Member's Criminal Conviction. EBR may refuse to license Keys, may terminate any License Agreement, or may refuse to activate any Key held by a Member who has been convicted of a crime within the past seven (7) years if:

- (a) EBR determines that the conviction relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example, through dishonest, deceptive, or violent acts; and
- (b) EBR gives the individual an opportunity to provide, and EBR must consider, mitigating factors related to the individual's criminal history, including but not limited to, factors such as:
 - i. the individual's age at the time of the conviction(s);
 - ii. nature and seriousness of the crime;

- iii. extent and nature of past criminal activity;
 - iv. time elapsed since the criminal activity was engaged in;
 - v. rehabilitative efforts undertaken by the Member since the conviction(s);
 - vi. facts and circumstances surrounding the conviction(s); and
 - vii. evidence of current fitness to practice real estate.
- (c) EBR may suspend the right of Keyholders to use Keys following their arrest and prior to a final determination on any such charge if, in the determination of EBR, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk.

LOCKBOX FINE SCHEDULE

Facilitating unauthorized access of a listed property or unauthorized dissemination of property access information by any means, including but not limited to granting unauthorized access to the Lockbox contents or sharing of a Keyholder's Key, PIN, or the keys to the property, gate codes, alarm codes, key locations, etc. *Fraudulent requests for Key access codes: **\$2,500.00 per occurrence***

Keyholder is unable to account for its Keybox during an audit: ***\$140.00 per occurrence for box replacement.***

Failure to comply with the User Agreement could result in a fine up to ***\$2,500.00 per occurrence*** based on investigation by EBR.

SENTRIKEY FEES & QUARTERLY BILLING

Initial Billing – August 1 – 31st (Service Month: September) = \$22

Billing Dates:	Dec. 1-31 st	March 1-31 st	June 1-30 th	Sept. 1-30 th
Service Month:	Jan. – March	April – June	July – Sept.	Oct.– Dec.
Price:	\$66*	\$66*	\$66*	\$66*
Autopayment Process Date:	2 nd Monday of December	2 nd Monday of March	2 nd Monday of June	2 nd Monday of Sept.

*Prorated monthly for new keyholders. SentiKey is subject to an annual increase on
September 1 of each year

SentiKey Access: Primary EBR Members: \$66 quarterly (prorated monthly)

Assistant & Office SentiKey Access: \$66 quarterly (prorated monthly)

Autopayment: Autopayment will be processed on the second Monday of the billing month.

Activation Fee: Waived

Re-Activation Fee: \$50*

*If your service has been deactivated for less than 6 months and you wish to turn your service back on, the re-activation fee will apply.

Lost/Damaged Lockbox Fee: \$140

Refunds: No refunds given for lockbox services.