



Sentrilock Ekey Authorized User Agreement

IT IS HEREBY AGREED BETWEEN THE New Castle County Board of REALTORS® AND Principal and Authorized User

- **Principal is defined as Real Estate Broker or Affiliate Owner/Manager.**
- **The term Sentrilock ekey refers to the Bluetooth Mobile App throughout this agreement.**

1. **SENTRILOCK EKEY RECEIPT:** Principal and Authorized User acknowledge receipt of a Sentrilock Ekey from the Association.
2. **TITLE TO SENTRILOCK EKEY:** Principal and Authorized User acknowledge that the Sentrilock Ekey shall be the sole property of Sentrilock and shall be inactivated as required by Sentrilock or the Association.
3. **TERM of AGREEMENT:** The term of this Agreement begins on the date of execution of this Agreement and ends on the date the Authorized User terminates Membership with the Association.
4. **SECURITY OF SENTRILOCK EKEY:** Principal and Authorized User acknowledge that it is necessary to maintain security of the Sentrilock Ekey to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the Sentrilock Ekey in the User's possession or in a safe place, at all times
 - b. To not allow his/her personal identification number PIN to be disclosed to any third party
 - c. **To not loan the Sentrilock Ekey to any person for any purpose whatsoever or to permit the Sentrilock Ekey to be used for any purpose by any other person**
 - d. To follow all additional security procedures as specified by the Association
5. **DISCIPLINARY ACTION:** Principal and Authorized User agree to be subject to the disciplinary rules and procedures of the Association Professional Standards Committee (REALTOR® members) for violation of any provision of the Agreement. Discipline may include forfeiture of the Sentrilock Ekey and the Principal or Authorized User's right to be issued a Sentrilock Ekey.
6. **INDEMNIFICATION:** Principal and Authorized User agree to indemnify and hold the Association and all of its respective officers, directors, employees harmless from any and all lost, cost, expense, claims or demands whatsoever by or against the Association resulting from use or misuse of the Sentrilock 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 Sentrilock System.
7. **REIMBURSEMENT:** Principal and Authorized User agree that in the event the Association shall prevail in any legal action brought by or against the Principal/Authorized User to enforce the terms of this Agreement, the Principal/Authorized User as appropriate may be assessed a reasonable amount of attorney's fees in addition to any relief to which the Court rules the Association may be entitled.
8. **GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Delaware, and venue shall be the county in which the Association's address is.
9. **PARTIAL INVALIDITY:** 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.



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10. DISCLOSURE TO CLIENTS: The Listing Principal/Authorized User shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to the MLS, reflecting that a lockbox has been authorized by seller.

11. PRINCIPAL'S RESPONSIBILITIES:

- a. Principal warrants that Principal is both a licensed real estate broker and member of the New Castle County Board of REALTORS®, or owner/manager of an Affiliate Member of the New Castle County Board of REALTORS®.
- b. Principal warrants that the Authorized User possesses a real estate license and is in fact associated with Principal in an active effort to sell real estate or is a licensed real estate appraiser affiliated with the New Castle County Board of REALTORS®.
- c. Principal 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 the Authorized User.
- d. Principal agrees to notify the New Castle County Board of REALTORS® immediately, in writing, should the Principal or Authorized User terminate their relationship or transfers from the direct supervision of the Principal.
- e. Principal agrees that he/she is jointly and severally liable together with Authorized User, for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the Sentrilock Ekey User Agreement may result in the loss of New Castle County Board of REALTORS® Sentrilock privileges and, further, could cause the Association to recall all Sentrilock EKeys issued to the Principal and the Participant's Authorized Users.

12. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEROF ARE PART OF THIS AGREEMENT: Principal and Authorized User acknowledges receipts of the New Castle County Board of REALTORS® Rules and Regulations for the Sentrilock Lockbox System. This written contract expresses the entire agreement between Principals, Authorized Users, and the New Castle County Board of REALTORS® with respect to Sentrilock Ekey applications. This Agreement supersedes and/or 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 Principal or Authorized User.

By William E. Smith, CEO, New Castle County Board of REALTORS®

Date _____

Authorized User _____ DE License Number _____

Principal _____ DE License Number _____