

SentriKey RE Use Agreement for Bluegrass Realtors® Affiliate Member

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN BLUEGRASS REALTORS® (“ASSOCIATION”) AND
_____ (“Affiliate Member”) regarding the use by

the Affiliate Member of a smartphone application and electronic lockbox system operated by the Association under license from Sentrilock, LLC.

WHEREAS:

- A. The Association has contracted with Sentrilock, LLC to obtain key access (SentriKey RE app) and electronic lockboxes.
- B. The Association is making this access available to its Affiliate Member.
- C. The Affiliate Member will have access to a smartphone application - "SentriKey RE".
- D. The Association wishes to make its Affiliate Member ultimately responsible for the lease and safekeeping of credentials for access to the SentriKey RE app.
- E. The Affiliate Member wishes to use the smartphone application to access the electronic lockboxes.

USE OF KEY ACCESS:

- 1. **ALWAYS** receive permission from the LISTING agent before entering the property.
- 2. The listing agent is the only person authorized to provide you access to open the shackle of their lockboxes.
- 3. Be sure to lock all entry accesses, turn off lights, etc. before leaving and place key back in the lockbox.

WITNESSETH:

The Association hereby licenses the Affiliate Member to use the application/lockbox system on the following terms and conditions:

- 1. **SentriKey RE app:** In consideration of the sum of \$_252 per year___ , the Association does hereby grant key access to Affiliate Member to be held and used by Affiliate Member pursuant to this Agreement.
- 2. **SECURITY:** The Affiliate Member acknowledges that it is necessary to maintain security of the app credentials to prevent its use by unauthorized persons. Consequently, the Affiliate Member agrees:
 - (a) to keep the app/credentials in the Affiliate Member’s possession or in a safe place at all times;
 - (b) to not allow his/her PIN to be attached to smartphone;
 - (c) to not loan the app/credentials to any person or to permit the app to be used for any purpose by any other person;
 - (d) to not assign, transfer or pledge this agreement or the app/credentials;
 - (e) to immediately notify the Association in writing of the loss or theft of smartphone with SentriKey RE app and/or credentials and the circumstances surrounding such loss or theft;
 - (f) to follow all additional security procedures as specified by the Association.
- 3. **DEFAULT:** If the Affiliate Member fails to observe, keep or perform any obligation or provision of this agreement the Association, in addition to any specific rights set out herein, shall have the further right to exercise any and all of the following:
 - (a) to deactivate key access/credentials;
 - (b) to terminate this agreement;
 - (c) to take legal action against the Affiliate Member to recover all damages incurred by the Association resulting from such default and/or improper use of the app/key access;
 - (d) to pursue any other remedy at law or in equity.
- 4. **INDEMNITY:** The Affiliate Member covenants and agrees to indemnify and hold the Association harmless from any and all liability. obligations or demands against the Association arising out of the loss or improper use by the Affiliate Member of key access or lockbox system, including but not limited to any and all liabilities including lawyers fees incurred by the Association as a result of damage or injury to premises or persons arising out of the use by the Affiliate Member or by any other person of the key access or lockbox system. The Affiliate Member specifically waives, releases and holds harmless the Association from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the system.
- 5. **RULES AND REGULATIONS:** Those portions of the rules and regulations of the MLS of the Association or other regulations pertaining to Lockboxes, Keys and the system and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. The Affiliate Member covenants and agrees to comply with the provisions contained herein as well as any and all reasonable rules and regulations promulgated by the Association and contained with the MLS rules and regulations or other regulations (as they relate to Lockboxes, Key Access, and the System). The Affiliate Member agrees that violation of this agreement shall constitute a violation of the MLS rules and regulations.

Name: _____
(please print) Date

Bluegrass REALTORS®

Signature of Affiliate Member Affiliate MLS #

By: Justin Landon, CEO

Primary Affiliate Signature

Print Name

Office Name