

Greater Northwoods Multiple Listing Service®
SentriLock Lockbox System User Agreement



IT IS HEREBY AGREED BETWEEN THE
GREATER NORTHWOODS MULTIPLE LISTING SERVICE® (known as ‘GNMLS’),
AND **GNMLS PARTICIPANT** (‘Authorized User’ or ‘Broker’)

(Name of GNMLS Participating Broker and Company)
AND (if applicable) **GNMLS PARTICIPANT’S LICENSEE** (‘Authorized User’ or ‘Agent’)
OR **AFFILIATE** (‘Authorized User’ or ‘Affiliate’)

(Name of Agent or Affiliate)

For the purpose of this agreement, the term ‘Participant’ or ‘Broker’ refers to the Designated Realtor and/or Appraiser who is responsible for payment of all MLS and/or lockbox system service fees. ‘Agent’ refers to licensed real estate salespersons and/or brokers whose license is registered with the Participant’s firm. ‘Affiliate’ includes but is not limited to appraisers, office staff, inspectors, contractors or other legal entities so authorized by the Participant and GNMLS to enter into this agreement. ‘Authorized User’ encompasses all Participants, Agents, and Affiliates as defined above.

- 1. SMART CARD RECEIPT:** Participant and Authorized User will be provided a SentriLock Smart Card and card reader from GNMLS. GNMLS hereby acknowledges receipt of the sum of \$35.00 from HOLDER, which represents an activation fee of \$10.00 and deposit of \$25.00 for one Smart Card and one card reader.
- 2. TITLE TO SMART CARD:** Participant and Authorized User acknowledge that the Smart Card shall be the sole property of GNMLS and shall be returned as required by GNMLS.
- 3. CARD EXCHANGE BY SENTRILOCK OR GNMLS:** SentriLock may at its discretion require GNMLS to replace the Smart Cards used by GNMLS and its Authorized Users with replacement Smart Cards compatible with the system. SentriLock shall make the exchange of Smart Cards at no cost to GNMLS unless the exchange is necessary due to Customer negligence.
- 4. CURRENT UPDATE:** Authorized User acknowledges that the Smart Card has an update code that expires at regular intervals determined by GNMLS, prohibiting further use of the Smart Card until a new update is obtained from GNMLS by placing the Smart Card in an MLS card reader or by another authorized method.
- 5. TERM OF AGREEMENT:** The term of this Agreement, unless otherwise specified herein, is for one (1) year beginning on the date of execution of this Agreement and ends on the date the Authorized User terminates lockbox program or MLS membership with GNMLS and returns the Smart Card and card reader to GNMLS. If a written request for termination of service signed by the Participant is not received by GNMLS at least 30 days in advance of the anniversary of the date of execution, the Agreement will automatically renew for one (1) additional year from the anniversary date.
- 6. SERVICE FEES:** Participant agrees to commit him/her self and all Agents licensed by Participant’s office or other Authorized Users as chosen by Participant to the terms of this agreement. Therefore,
 - a. Participant agrees to pay GNMLS a monthly user fee, as established by the GNMLS Board of Directors annually, for Participant and each Agent licensed with the Participant’s office. This fee is billed separate from and in addition to the MLS service fee on the monthly MLS

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statement.

- b. Participant may optionally request SentiCards and readers for Affiliates. Participant agrees to pay GNMLS a monthly user fee, as established by the GNMLS Board of Directors annually, for any Affiliates who will be provided an "Affiliate" or "Assistant" SentiCard and reader. This fee is billed separate from and in addition to the MLS service fee on the monthly MLS statement. "Affiliate" SentiCard allows holder to operate lockboxes, but will NOT allow holder to administer lockboxes. "Assistant" SentiCard allows holder to administer ONLY lockboxes that are owned by or assigned to a Participant or Agent who adds the Affiliate cardholder to his/her team in the management system.
- c. Service fee includes all applicable state and local sales tax for the service.
- d. No Participant or Agent will be required to use the lockboxes, SentiCard or other equipment associated with the lockbox service on their listed properties.

7. AUTHORITY TO MODIFY RULES, FEES AND FINES: GNMLS shall retain the right to modify the Sentrilock Authorized User Agreement, rules, user fees and fines associated with the GNMLS lockbox service, from time to time as deemed necessary by the Board of Directors of GNMLS.

8. RETURN OF SMART CARD: Participant and Authorized User agree to return the Smart Card within 48 hours of:

- a. Receipt of a request to do so by GNMLS or SentiLock,
- b. Termination of a Participant as a Participant in GNMLS,
- c. Termination of Authorized User's association with the said Participant for any reason,
- d. Failure of the Participant or Authorized User to perform in accordance with any terms and conditions herein set forth, including but not limited to the provisions for security in article (9).
- e. In the event of the death of the Participant/Authorized User, heirs or personal representatives will surrender the Smart Card to GNMLS, (For purposes of this paragraph, return of Smart Card key card means to be put in the possession of the Greater Northwoods MLS Office.)
- f. GNMLS will refund Participant \$25.00 upon return of active and functional Smart Cards and reader or \$50.00 for returned active and functional replacement Smart Cards and reader for which a \$50.00 deposit was paid to GNMLS by Participant as described in articles 10 and 13(1).

9. SECURITY OF SMART CARDS: Participant and Authorized User acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:

- a. To keep the Smart Card in Authorized User's possession or in a safe place at all times.
- b. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
- c. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER, NOR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
- d. To not duplicate the Smart Card or allow any person to do so.
- e. To not assign, transfer or pledge the rights of the Smart Card.
- f. To notify GNMLS immediately of loss or theft of Smart Card. The Participant and Authorized User shall sign and deliver a statement to GNMLS with respect to the circumstances surrounding the loss or theft. GNMLS shall charge a fine for the loss of a Smart Card.
- g. To follow all additional security procedures as specified by GNMLS.

10. REPLACEMENT SMART CARDS: Replacement Smart Cards will be issued to Authorized Users who:

- a. Have complied with this Agreement and the policies and procedures of GNMLS with respect to the SentiLock system.

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- b. Pay the fees listed in Article 13(k) to replace a Smart Card that is lost, stolen or damaged as determined by GNMLS. Normal wear and tear or defective cards, as determined by GNMLS, will be replaced by GNMLS at no cost.

11. LOCKBOXES:

- a. Participant will be issued a number of lockboxes determined by GNMLS to be 110% of the average 2011 monthly inventory of active GNMLS residential listings for the Participant's office, excluding commercial listings, land and lots. New Participants that have no GNMLS listings prior to January 1st 2012 will be issued lockboxes at a rate determined by GNMLS to be 110% of current active MLS residential listings or alternatively, at GNMLS discretion, at a rate of 10 lockboxes per Agent. Participant may allocate lockboxes among Agents at Participant discretion.
- b. Participant understands that the lockboxes are the property of GNMLS and that the Participant shall be responsible for the lockboxes. Participant assumes full responsibility for the cost of replacing lost or damaged lockboxes as determined by GNMLS.
- c. Lockboxes must be returned to GNMLS within 14 days upon termination of service for any reason. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not paid within 30 days of the billing date, GNMLS shall have the right to file suit against the Participant for the full amount due plus statutory interest, court costs, attorney's fees and other costs of litigation.
- d. Additional lockboxes acquired by GNMLS for distribution to Participants will be allocated to offices based upon the percentage of total GNMLS active residential listings as of the date of allocation (excluding commercial listings, lots and land) that are listed by the Participant's office.
- e. Additional lockboxes may be purchased through GNMLS by Participant offices at the current GNMLS acquisition price from SentiLock plus shipping and handling. These may be added to the online lockbox management system and are subject to all lockbox usage policies, with the exceptions of not being subject to reallocation or lost/damaged lockbox fees which would not apply to lockboxes that are not owned by GNMLS.

12. LOCKBOX AUDIT:

- a. GNMLS will periodically audit the lockbox inventory, and Participant agrees to respond within 30 days to requests for written certification of possession of GNMLS-owned lockboxes by the Participant or Agent.
- b. GNMLS may at its discretion request Participant to return lockboxes for redistribution or maintenance. Participant agrees to return lockboxes to GNMLS for reallocation or maintenance at Participant's expense within 14 days of receipt of request from GNMLS. Lockboxes provided to Participants will be delivered at the expense of GNMLS.

13. FEES AND PENALTIES:

- a. New Authorized Users, unless otherwise exempted in this agreement, are required to complete system training at a cost to Participant of \$25.00 per Authorized User, as scheduled by GNMLS, before receiving SentiCard and card reader.
- b. A deposit of \$25.00 for each SentiCard and reader plus an activation fee of \$10.00 will be billed to Participant for each Authorized User. If at the time of inventory, a card or reader is unaccounted for, or if a SentiCard holder is unable to demonstrate that the card or reader is within their physical control, then the SentiCard or reader will be considered unaccounted for and any funds on deposit will be forfeited to the Association.
- c. The Participant shall pay any fees associated with the Lockbox service by the end of the same calendar month as the billing statement.
- d. Service charges due to late payment shall be 10% of the total lockbox system dues for the

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- unpaid statement, billable on the following monthly statement.
- e. Failure to pay any fee or service charge within one (1) month of the date due, and provided that at least ten (10) days notice has been given by GNMLS, the Service shall be suspended until all outstanding fees and service charges are paid in full.
 - f. Three months of non-payment will result in the termination of membership in the lockbox program. Payment in full of all service charges and outstanding fees are required prior to reenrollment and new Participant activation and training fees will also apply.
 - g. New Participant sales offices will, unless otherwise exempted herein, be charged an activation and training fee of \$250.00 and will receive a supply of lockboxes per the terms outlined in article 11 upon signing the approved Sentrilock Lockbox System Authorized User Agreement, pending approval by the GNMLS Board of Directors. The Participant office will also receive one group lockbox system training session conducted by GNMLS at no cost to the office within 30 days of enrollment as scheduled by GNMLS, which will coincide with delivery of the lockboxes, SmartCards and card readers. Authorized Users at Participant office who complete this training in its entirety will be exempted from the training fee in Article 13(a).
 - h. New Appraisal or approved Affiliate offices will, unless otherwise exempted herein, be charged an activation and training fee of \$100.00 upon signing the approved Sentrilock Lockbox System Authorized User Agreement, pending approval by the GNMLS Board of Directors. No lockboxes will be issued to this office. The office will receive one group lockbox system training session conducted by GNMLS at no cost to the office within 30 days of enrollment as scheduled by GNMLS, which will coincide with the deliver of the SmartCard and card readers. Authorized Users at Participant office who complete this training in its entirety will be exempted from the training fee in Article 13(a).
 - i. SentiCards may not be used by anyone other than the individual to whom the SentiCard has been assigned. Allowing anyone other than an authorized SentiCard cardholder to use their SentiCard may result in a fine not to exceed \$250.00 per incident.
 - j. Any individual who shows a property containing a SentiLock Lockbox must call the listing agent's office and establish a showing appointment (unless specific instructions have been entered on the MLS system under agent remarks indicating no appointment is required). Failure to adhere to this requirement may result in a fine not to exceed \$100.00 per incident.
 - k. Loss of the SentiCard will result in a fine of \$10.00 plus a deposit of \$50.00 for the first replacement SentiCard and each subsequent SentiCard issued.
 - l. Additional or replacement card readers may be purchased at a cost of \$25.00 plus shipping and handling to the Authorized User.
 - m. A defective SentiCard or reader will be replaced by GNMLS at no cost provided that the defective SentiCard or reader is returned to the Association office and verified to be defective.
 - n. Failure to appropriately protect the SentiLock lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock lockbox. There will be a charge of \$99.00 for each lost or stolen lockbox. If a lost lockbox is found in working condition within 180 days of payment for the lost box, the \$99.00 fee less a 10% restocking fee will be refunded. If there is an extenuating circumstance in the loss of the lockbox, the member may make a written appeal to the Greater Northwoods Multiple Listing Service for consideration of the above charges.
 - o. Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing which has been placed in the MLS as an active listing by a different office may result in a fine not to exceed \$100.00 per incident.
 - p. Placement by an Authorized User of a lockbox on a seller's property without prior written consent from the seller may result in a fine not to exceed \$100.00 per incident.

14. LOCKBOX REVIEW COMMITTEE:

- a. Participant and Authorized User shall submit to a disciplinary tribunal of GNMLS in the event either is accused of a breach of GNMLS policies relating to the lockbox system.

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- b. The tribunal will be a Lockbox Review Committee consisting of members from the Professional Standards Board who are not directly involved in the disciplinary hearing, and shall conduct all tribunals in accordance with the Bylaws and Rules of GNMLS.
- c. All such tribunals shall have at their disposal every sanction available to them under GNMLS policies, including forfeiture of the Subscriber's SentiCard and/or withdrawal of Participant's and Authorized User's rights to possess a SentiCard.
- d. In cases of significant breach of GNMLS policies, a disciplinary tribunal may revoke all the SentiCards in a Participant's office, not just the one issued under this agreement. The fees and fines for violations listed in Section 13 - Fees and Penalties shall be levied and assessed by the MLS Coordinator of GNMLS.

15. DISCIPLINARY ACTION: Participant and Authorized User agree to be subject to the disciplinary rules and procedures of the (MLS) Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of the Smart Card and the Participant's or Authorized User's right to be issued a Smart Card.

16. INDEMNIFICATION: Participant and Authorized User agree to indemnify and hold GNMLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GNMLS resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by Participant and/or Authorized User as a result of damage to property or injury to persons arising out of entry by any person into any premises by use of the SentiLock System.

17. REIMBURSEMENT: Participant and Authorized User agree that, in the event that GNMLS shall prevail in any legal action brought by or against the Participant/Authorized User to enforce the terms of this Agreement, the Participant/Authorized User as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules GNMLS may be entitled.

18. 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 Wisconsin, and venue shall be the county in which the Participant and/or Authorized User reside.

19. 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.

20. DISCLOSURE TO CLIENTS: The listing Participant or Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before a listing is input into GNMLS, reflecting that a lockbox has been authorized by seller. Participant or Agent agrees to provide a copy of the seller Lockbox Authorization Addendum within two (2) business days if so requested by GNMLS.

21. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is a licensed real estate broker or appraiser and is an active Participant of the Greater Northwoods® Multiple Listing Service in good standing.
- b. Participant warrants that Agent as defined above possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate.
- c. Participant warrants that Affiliate as defined above is a licensed or certified real estate appraiser or office staff member affiliated with GNMLS Participant, or has otherwise been pre-approved as an Authorized User by GNMLS.
- d. Participant agrees to enforce the terms of the Agreement with respect to any Authorized User

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associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of disassociation with Authorized User.

- e. Participant agrees to notify GNMLS immediately, in writing, should the Participant or Authorized User terminate their relationship or should an Agent's license be transferred.
- f. Participant agrees to notify GNMLS immediately, in writing, should the Participant or Authorized User be convicted of a felony.
- g. Participant agrees to notify GNMLS immediately, in writing, should Participant or Authorized User be convicted of a misdemeanor, if the misdemeanor relates to the real estate business or puts clients, customers, or other real estate professionals at risk.
- h. Participant agrees to take all responsible means to obtain Authorized User's SmartCard or cause Authorized User to return SmartCard to GNMLS. The Participant will continue to be charged a service fee for the disassociated Authorized User until the next billing cycle after the card is returned. If an Authorized User does not return the SmartCard, Participant agrees to furnish GNMLS with copies of written correspondence of all attempts made to obtain said SmartCard.
- i. Participant agrees that he/she is jointly and severally liable, together with the 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 SentiLock Lockbox System User Agreement may result in the loss of GNMLS SmartCard privileges and, further, could cause GNMLS to recall all SmartCards issued to the Participant and the Participant's Authorized Users.

22. ADDITIONAL CONDITIONS SET FORTH ON THE FIRST THROUGH FIFTH PAGES HEREOF AND ANY ATTACHED ADDENDA ARE PART OF THIS AGREEMENT.

This written contract expresses the entire agreement between Participants, Agents or Affiliates and GNMLS with respect to SentiLock SmartCards, card readers, and electronic lockboxes provided by GNMLS. 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 Participant or Agent.

DATED: _____

BY: _____
of The Greater Northwoods® Multiple Listing Service

Participant (Broker)

Authorized User

Participant Signature

Authorized User Signature

SentiCard Serial #

Card Reader Serial #

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Addendum A

The following additional terms are applicable for all Participants, offices and Authorized Users who enroll in the GNMLS lockbox program prior to May 1st 2012:

A1. TERM OF AGREEMENT: Participant agrees to maintain active participation in the lockbox program for all Authorized Users enrolled by virtue of association with the Participant's office for a period of at least 24 months from the date of enrollment.

A2. FEES AND PENALTIES:

- a. Authorized Users who are active MLS subscribers upon enrollment will have the monthly lockbox system user fee in Article 6 waived through April 30th 2013. Authorized Users who are non-subscribers to the MLS will be billed a fixed monthly user fee, as determined by GNMLS annually, from the date of enrollment.
- b. Authorized Users will have the training fee in Article 13(a) waived for training attended prior to June 8th 2012. If Authorized User attends training after June 8th 2012, training fee listed in 13(a) will be billed to Participant.
- c. Participant office is exempt from the sales, appraiser and/or affiliate office activation fee in Articles 13(g) and 13(h) for as long as the Participant office remains enrolled and active in both the lockbox program and MLS. Aforementioned fees may be billed by GNMLS upon reactivation if Participant office cancels lockbox or MLS service, or is suspended for any reason.

Addendum B

The following additional terms are applicable for all Participants, offices and Authorized Users who enroll in the GNMLS lockbox program between May 1st 2012 and April 30th 2013:

B1: TERM OF AGREEMENT: Participant agrees to maintain active participation in the lockbox program for all Authorized Users enrolled by virtue of association with the Participant's office for a period of at least 24 months from the date of enrollment.

B2. FEES AND PENALTIES:

- a. Authorized Users who are active MLS subscribers upon enrollment will have the monthly lockbox system user fee in Article 6 waived through April 30th 2013. Authorized Users who are non-subscribers to the MLS will be billed a fixed monthly user fee, as determined by GNMLS annually, from the date of enrollment.
- b. Authorized Users will have the training fee in Article 13(a) waived for training attended prior to June 8th 2012. If Authorized User attends training after June 8th 2012, training fee listed in 13(a) will be billed to Participant.