

WATER WONDERLAND MLS, INC.

SENTRIKEY AUTHORIZED USER AGREEMENT

FOR REAL ESTATE ASSOCIATES ONLY

IT IS HEREBY AGREED BETWEEN THE WATER WONDERLAND MLS, INC. (“WWMLS”) AND

_____ (“Participant”) AND
(Name of Brokerage Company)

_____ (“Authorized User”):
(Name of Individual)

1. SENTRIKEY APP ACCESS: WWMLS and Sentrilock, LLC (“Sentrilock”) have contracted under separate agreement for Lockbox services (“Lockbox System”). WWMLS has entered into a Lockbox System Usage Agreement with Participant so as to enable Participant’s Authorized Users to have access to Lockboxes and the Lockbox System (“Usage Agreement”). The Participant and Authorized User acknowledge that upon signing of this Agreement, that an email for login credentials and instructions to download the SentiKey App on Mobile device from WWMLS will be sent to Authorized User and access to use said App will be granted. Authorized User may use the Lockbox System in connection with the Authorized User’s normal and customary business activities in accordance with the terms and conditions set forth in this Agreement.

2. TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any event described in paragraph 3 of this Agreement.

3. END OF SENTRIKEY ACCESS: The Participant and Authorized User agree that suspension or termination of use of SentiKey App will occur after occurrence of any of the following events:

- a. Termination of the Participant as a participant in the multiple listing service (“MLS”).
- b. Termination of Authorized User's affiliation with the Participant for any reason.
- c. Failure of the Participant or Authorized User to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 6 below.
- d. In the event of the death of the Authorized User
- e. WWMLS or the Participant provides a notice of termination of this Agreement.
- f. Termination of the Lockbox System Usage Agreement between the Participant and WWMLS.

4. OWNERSHIP: The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of WWMLS subject to the Participant’s leasehold interest under the Usage Agreement. The Authorized User shall have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.

5. LICENSE: Authorized User acknowledges that the System is a work in which Sentrilock has patent, copyright and trademark rights and that the license to WWMLS 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, policy and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes, including, but not limited to, rules promulgated by the National Association of REALTORS® (“NAR”) and/or WWMLS and in compliance with the Sentrilock Agreement and use the Lockbox System only for legitimate business purposes. Rules and policies promulgated by NAR or WWMLS are subject to change at any time without the consent of the Participant or Authorized User.

6. SECURITY OF SENTRIKEY: Authorized User acknowledge that it is necessary to maintain security of the SentiKey app to prevent its use by unauthorized persons. Consequently, the Authorized User agrees:

- a. To not allow his/her personal identification number (PIN) be disclosed to any third party.
- b. TO NOT ALLOW THE USE OF SENTRIKEY APP AND LOGIN CREDENTIALS TO ANY PERSON FOR ANY PURPOSE WHATSOEVER.

7. FAILURE TO COMPLY: Authorized User agrees to be subject to the disciplinary rules and procedures of WWMLS 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. WWMLS or Sentrilock may, at any time, fine an Authorized User, suspend or terminate access to the Lockbox System and revoke Lockbox Service for cause, including but not limited to:

- a. Violation of WWMLS’ Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of 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 or not they are a member of WWMLS;
- d. Criminal activity including property damage and theft from a property secured by a Sentrilock Lockbox; or
- e. 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), occupant(s), clients, customers, or other real estate professionals.

8. INDEMNIFICATION: The Participant and Authorized User agree to indemnify and hold WWMLS and the Water Wonderland Board of REALTORS® (“WWBR”) and their respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against WWMLS or WWBR resulting from Authorized User’s loss, use or misuse of the Lockbox System, including, but not limited to, any and all liabilities, including attorney's fees, incurred 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 Lockbox System.

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

10. 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 Michigan, and venue shall be the county in which WWMLS maintains its principal place of business.

11. PARTIAL INVALIDITY: If any provision of this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

12. DISCLOSURE TO CLIENTS: The Participant or Authorized User shall obtain authorization from the owner before placing a lockbox on the owner's property, reflecting that a lockbox has been authorized by seller.

13. PARTICIPANT'S REPRESENTATIONS AND RESPONSIBILITIES:

- a. the Participant warrants that the Participant is both a licensed real estate broker and a participant of the MLS.
- b. the Participant warrants that Authorized User (i) possesses a real estate license and is in fact associated with the Participant in an active effort to sell real estate, (ii) is a licensed or certified real estate appraiser affiliated with the Participant, or (iii) is a member of Participant's clerical/support staff.
- c. the Participant agrees to enforce the terms of the Agreement with respect to any Authorized User and understands that it is not relieved of any responsibility or obligation by the mere fact of any disassociation with Authorized User.
- d. the Participant agrees to notify WWMLS immediately, in writing, should the Participant or Authorized User terminate their relationship or should the Authorized User's license be transferred.
- e. the 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 this agreement may result in the loss of MLS SentiKey privileges.

14. ENFORCEMENT: The parties agree that the WATER WONDERLAND Multiple Listing Service shall have the right to enforce all of the terms and provisions of this Agreement on behalf of itself.

DATED: _____

Authorized User: _____

Participant (Name of Brokerage Company): _____

By: _____
Designated Realtor® or other authorized signatory

WATER WONDERLAND MLS, INC.

By: _____

Its: _____

DATED: _____