

Hot Springs Board of REALTORS®

SENTRILOCK AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN THE Hot Springs Board of REALTORS®, AND

MLS PARTICIPANT (known as 'Authorized User')

_____ AND
(Name of MLS Participating Broker and Company)

MLS PARTICIPANT'S LICENSEE ('Authorized User' or 'Agent')

(Name of Agent)

1. **SENTRISMART® MOBILE APP:** Participant and Agent acknowledge access has been granted for the SentiSmart® Mobile App.

2. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates Membership with the MLS.

7. **SECURITY OF SENTRISMART® MOBILE APP:** Participant and Agent acknowledge that it is necessary to maintain the security of the SentiSmart® Mobile App to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the SentiSmart® Mobile App in their possession or in a safe place at all times.
 - b. To not allow their personal identification number (PIN) to be attached to the SentiSmart® Mobile App or disclose to any third party their personal identification number (PIN).
 - c. To NOT LOAN THE SENTRISMART® MOBILE APP TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SENTRISMART® MOBILE APP TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the SentiSmart® Mobile App or allow any person to do so.
 - e. To not assign, transfer, or pledge the rights of the SentiSmart® Mobile App.
 - f. To follow all additional security procedures as specified by the MLS.

8. DISCIPLINARY ACTION: Participant and Agent agree to be subject to the disciplinary rules and procedures of the MLS Committee and BOD for violation of any provision of this Agreement. Discipline may include forfeiture of the SentriSmart® Mobile App and the Participant's or Agent's license to use the SentriSmart® Mobile App

10. INDEMNIFICATION: Participant and Agent agree to indemnify and hold the MLS 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 MLS resulting from loss, 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.

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

12. 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 the state of Arkansas, and venue shall be the county in which the Participant and/or Agent resides.

13. 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.

14. DISCLOSURE TO CLIENTS: The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is input in MLS, reflecting that a lockbox has been authorized by seller.

15. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Hot Springs Board of Realtors MLS (HSBORMLS).

b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate Appraiser affiliated with the MLS Participant.

c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with them and understands that they are not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.

d. Participant agrees to notify the MLS immediately, in writing, should the Participant or Agent terminate their relationship or should the Subscriber's license be transferred.

e. Participant agrees that they are jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the SentiLock SentiSmart® Mobile App User Agreement may result in the loss of MLS SentiSmart® Mobile App privileges and, further, could cause the MLS to revoke all licenses to use issued to the Participant and the Participant's Agents.

16. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, Agents, and the MLS with respect to SentiLock SentiSmart® Mobile App. 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 Hot Springs Board of REALTORS®
Agent _____

Participant (Broker) _____