





**CALAVERAS COUNTY ASSOCIATION OF REALTORS®  
SENTRILOCK SYSTEM AGREEMENT**

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This Agreement is made by and between **Calaveras County Association of REALTORS® and Multiple Listing Service (CCAR and CCARMLS), AND MLS PARTICIPANT (Broker):** \_\_\_\_\_

**Broker for** \_\_\_\_\_ **(Brokerage Name)**

**and MLS SUBSCRIBER (Agent):** \_\_\_\_\_

The MLS Participant and MLS Subscriber shall be jointly and severally referred to in this Agreement as Subscriber/Participant.

1. **SENTRIKEY ANNUAL FEE:** Subscriber/Participant shall pay a non-refundable Annual User Fee of \$115 that will be due and payable by April 1st of each calendar year.
2. **CURRENT UPDATE:** Subscriber/Participant acknowledge that the SentiKey must be updated at least once every ten days. Update will only be issued to a Subscriber/Participant in good standing with the CCARMLS.
3. **TERM OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Subscriber/Participant is no longer a member of the CCARMLS or termination of the SentiLock key program by CCARMLS and/or CCAR.
4. **NOTICE OF TERMINATION:** Subscriber/Participant agrees to notify the CCARMLS within 48 hours of occurrence of any of the following events:
  - a. Termination of a Subscriber/Participant as a Participant in CCARMLS
  - b. Termination of Subscriber's association with the Participant for any reason
  - c. Failure of the Subscriber/Participant to perform any and/or all terms and conditions herein set forth in this Agreement, including, but not limited to, the provisions for security in paragraph 7 below.

CCARMLS AND CCAR DO NOT PROVIDE ANY WARRANTY AND DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT DOES CCARMLS OR CCAR GUARANTEE THAT USE OF THE SENTRILOCK SYSTEM WILL BE ERROR FREE AND/OR UNINTERRUPTED.

5. **DISCIPLINARY ACTION:** Subscriber/Participant agrees to be subject to the disciplinary rules and procedures of this agreement and of the Calaveras County Association of REALTORS®' Bylaws and MLS rules and regulations. Discipline may include forfeiture of the SentiKey and forfeiture of the Subscriber/Participant's right to be issued SentiKey access.

6. **INDEMNIFICATION:** Subscriber/Participant agrees to indemnify and hold the CCARMLS, CCAR and all of their respective officers, directors and employees harmless from any and all losses, costs, expenses, claims and/or demands, including, but not limited to, any and all liabilities, including attorney's fees, resulting from loss, use or misuse of the SentiLock System, Smart Card and/or Card Reader, including, but not limited to, damage or damage to, or theft of, property and/or injury to persons arising out of entry by any person into any premises.
7. **REIMBURSEMENT:** Subscriber/Participant agrees that, in the event that CCARMLS shall prevail in any legal action brought by or against the Subscriber/Participant to enforce the terms of this agreement, Subscriber/Participant, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the MLS may be entitled.
8. **GOVERNING LAW:** The validity of this Agreement and 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 California, and venue shall be Calaveras County.
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.
10. **DISCLOSURE TO CLIENTS:** Prior to placing a lockbox on property listed by Subscriber/participant, Subscriber/Participant agrees to obtain a separate written authorization for use of the SentiLock System from the owner.
11. **PARTICIPANT'S RESPONSIBILITES:** Participant agrees that, during the entire term of this Agreement:
  - a. Participant is and will be both a California licensed real estate broker or licensed, certified appraiser, and participant of the Calaveras County Association of REALTORS® Multiple Listing Service.
  - b. Participant warrants that Subscriber possesses a California real estate license or appraisal license and is associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with Participant.
  - c. Participant agrees to enforce the terms of the Agreement with respect to Subscriber and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such until it is terminated in accordance with its terms and conditions.
  - d. Participant agrees to notify the CCARMLS immediately, in writing, should the Participant or Subscriber terminate their relationship, or should the Subscriber's license be terminated or transferred to another broker.
  - e. Participant agrees that he/she is jointly and severally liable, together with Subscriber, for all duties, responsibilities and undertaking of Subscriber under this Agreement and understands that failure to follow the provisions of the SentiLock Key Agreement may result in the loss of MLS SentiKey privileges and, further,

could cause the MLS to discontinue SentiKeys access to Participant and Participant's agents.

f. Participant agrees that ONLY the SentiLock System lockbox will be used on any properties listed with CCARMLS.

12. This written contract expresses the entire agreement between Participant, Subscriber, and the MLS with respect to SentiKey Real Estate App. This Agreement supersedes any and all other agreements, either oral or in writing and statements or promises relating to the subject matter.
13. **IN NO EVENT SHALL CCARMLS AND/OR CCAR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.**

**Subscriber (Agent) Signature:** \_\_\_\_\_

**Agent Phone Number:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_

**Participant (Broker) Signature:** \_\_\_\_\_

**Brokerage Phone Number:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_