

HUMBOLDT ASSOCIATION OF REALTORS®

SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT (“Agreement”)

Upon acceptance of this AUTHORIZED USER AGREEMENT (the “Agreement”) this Agreement will govern my right, as the Authorized User, to use the Lockbox System as hereinafter defined.

The Humboldt Association of Realtors® and SentiLock, LLC (“SentiLock”) have contracted under separate agreement for lockbox services, namely SentiLock Bluetooth® REALTOR® Lockbox Series System (“Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (“Lockbox”) and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration. Humboldt Association of Realtors® will offer the Lockbox Services to active Participants and Subscribers of the Association. The parties agree as follows:

- 1. USE:** The Authorized User may use the Lockbox System and any Lockbox Humboldt Association of Realtors® provides to and registers to Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other Humboldt Association of Realtors® approved Authorized User within the terms and conditions set forth in this Agreement.
- 2. TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of Humboldt Association of Realtors® master agreement with SentiLock; (2) the Authorized User terminates participation with Humboldt Association of Realtors®; (3) Humboldt Association of Realtors® terminates this Agreement as provided in Section 9; or (4) the Authorized User terminates this Agreement with written notice to Humboldt Association of Realtors®. Upon termination of this Agreement for any reason, Authorized User shall lose his/her usage of the Lockbox System immediately.
- 3. PAYMENT:** Humboldt Association of Realtors® shall invoice the Authorized User for Lockbox Services quarterly or in accordance with Humboldt Association of Realtors® billing policy. Authorized User will be assessed a User Fee for use of the Lockbox System as determined by the Humboldt Association of Realtors® Board of Directors. If Authorized User fails to pay the User Fee by the due date, SentiLock may assess a late penalty and/or reactivation fee, and de-activate Authorized User’s service until the fees and late penalty are paid in full.
- 4. LICENSE:** Authorized User acknowledges that the Lockbox System is the sole property of SentiLock and Humboldt Association of Realtors®. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright and trademark rights and that the license to Humboldt Association of Realtors® 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, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes.
- 5. LOSS AND DAMAGE:** Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall

impair any obligation of Authorized User under this Agreement which shall continue in full force and effect. In the event any Lockbox is damaged, Authorized User shall contact SentiLock for repair or replacement.

6. **AUDIT/INSPECTION:** From time to time, Humboldt Association of Realtors® may conduct a full audit requiring Authorized Users to verify the then-current location of all Lockboxes. Authorized User agrees to fully cooperate with such audits.

7. **DISCLAIMER OF WARRANTIES:** Humboldt Association of Realtors® is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, Humboldt Association of Realtors® makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. Humboldt Association of Realtors® further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from Humboldt Association of Realtors® negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it “AS IS”.

8. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of Humboldt Association of Realtors® 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. Humboldt Association of Realtors® or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to:

a. Violation of Humboldt Association of Realtors® 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 Humboldt Association of Realtors®;

d. Allowing access to the Lockbox without Seller’s written authorization;

e. Criminal activity including property damage and theft from a property secured by a SentiLock lockbox; or

f. 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.

9. **RECIPROCITY:** If accessing a Lockbox in an MLS or Association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such MLS or Association and be subject to any discipline therein.

10. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold Humboldt Association of Realtors® and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or

demands whatsoever by or against Humboldt Association of Realtors® resulting from loss, use or misuse of the Lockbox 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 SentiLock System. The Authorized User shall promptly notify Humboldt Association of Realtors® of any claim and cooperate fully with them in defending or settling any claim.

11. NOTICES: All notices, demands, or consents required or permitted under this Agreement shall be either in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party.

13. ASSIGNMENT: Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by Humboldt Association of Realtors®.

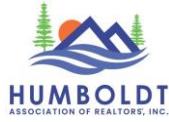
All rights of Humboldt Association of Realtors® hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Authorized User. If Humboldt Association of Realtors® assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Humboldt Association of Realtors® hereunder or pursuant to any other agreement between Board/ Association or Authorized User, should there be one, shall excuse performance by Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Humboldt Association of Realtors® under the terms of this Agreement. Anything herein contained to the contrary, Humboldt Association of Realtors® shall not have the right to, and agrees that it will not, include in any such assignment any of Humboldt Association of Realtors® rights against vendors, manufacturers or suppliers of any of the Lockboxes.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Authorized User acknowledges that by entering into this Agreement, he or she has transacted business in the State of California. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in State of California, as to all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

15. PARTIAL INVALIDITY: Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

16. ENTIRE AGREEMENT: This written contract expresses the entire agreement between the Authorized User and Humboldt Association of Realtors® with respect to the Lockbox System. 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 Authorized User.

17. AGREEMENT AND ACKNOWLEDGEMENT: I acknowledge that I have read and agree to comply with Humboldt Association of Realtors® Rules and Regulations and Lockbox System Policies as may be from time to



time amended. A copy of the Humboldt Association of Realtors® Rules and Regulations and Lockbox System Policies can be found online by logging into the Humboldt Association of Realtors® website or at the Board/ Association office. I understand that violations of Humboldt Association of Realtors® Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Service.

To be signed by Authorized User:

Signature: _____

Print Name: _____

Company: _____

Mailing Address: _____

Contact Phone: _____

Date: _____