

Williamsburg Multiple Listing Service, Inc.
SENTRILOCK SERVICE AGREEMENT

THIS SENTRILOCK SERVICE AGREEMENT (the "Agreement") is entered into as of the _____ day of

_____, 20____, by and between the Williamsburg Multiple Listing Service, Inc. (WMLS) and

 (Printed Name) SENTRICARD HOLDER (Authorized Licensed User of the WMLS)

 (Printed Name) PARTICIPANT. (Principal or Managing Broker and a member of the WMLS)

SENTRICARD HOLDER, PARTICIPANT, and the WMLS agree as follows:

SERVICE AGREEMENT: SentiLock hereby provides to the WMLS, and SENTRICARD HOLDER hereby receives from the WMLS, a SENTRICARD and online services. In addition, SentiLock hereby grants to SENTRICARD HOLDER a sub-license to use the software (the "Software") which is necessary for the operation of the system.

TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the SENTRICARD HOLDER terminates membership with the WMLS.

SENTRILOCK CREDENTIALS: SENTRICARD HOLDER acknowledges that the SentiCard is required to activate credentials for the SentiLock Lockbox System and shall be inactivated as required by SentiLock or the WMLS.

SENTRILOCK SMART CARD REPLACEMENTS: SentiLock may at its discretion require the WMLS to replace the SentiLock Smart Cards used by the WMLS and its Authorized Users with replacement SentiLock Smart Cards compatible with the system.

PAYMENTS:

- a. During the term of this agreement, SENTRICARD HOLDER, shall pay to the WMLS quarterly fees for use of the Service (the "Quarterly System Fee"). The first payment of the Quarterly System Fee shall be pro-rated in an amount as determined and shall be due upon SENTRICARD HOLDER'S execution of this Agreement. Each subsequent payment of the Quarterly System Fee, as adjusted by the WMLS, shall be due and payable each consecutive quarter during the Term. Failure of WMLS or its designee to invoice SENTRICARD HOLDER for the Quarterly System Fee shall not relieve SENTRICARD HOLDER of its obligation to pay the Quarterly System Fee when due and payable pursuant to this Agreement.
- b. The amount of the Quarterly System Fee is subject to adjustment annually based upon administration and operational costs incurred by the WMLS. SENTRICARD HOLDER expressly authorizes WMLS to adjust the Quarterly System Fee in each year during the Term of this Agreement.
- c. All sums payable by SENTRICARD HOLDER hereunder shall be paid to WMLS, Inc. in immediately available funds.
- d. All quarterly system fees and any other sums payable by SENTRICARD HOLDER hereunder are non-refundable.

SECURITY OF SENTRILOCK SMART CARDS: SENTRICARD HOLDER, acknowledges that it is necessary to maintain security of the SentiLock Smart Card to prevent its use by unauthorized persons. Consequently SENTRICARD HOLDER agrees to the following: The SENTRICARD HOLDER

- a. shall keep the SentiLock Smart Card in his/her possession or in a safe place at all times
- b. shall not attach his/her personal identification number (PIN) to the SentiLock Smart Card or disclose the PIN to any third party
- c. SHALL NOT LOAN THE SENTRILOCK SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR, SHALL NOT PERMIT THE SENTRILOCK SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON
- d. shall not duplicate the SentiLock Smart Card or allow any person to do so
- e. shall not assign, transfer or pledge the rights of the SentiLock Smart Card to any other person or entity
- f. shall notify the WMLS within three (3) days of the loss or theft of a SentiLock Smart Card; shall sign and deliver a statement to the WMLS with respect to the circumstances surrounding the loss or theft
- g. understands and agrees the WMLS shall charge for the replacement of SentiLock Smart Cards either lost, stolen or damaged

- h. shall follow all additional security procedures as specified by the WMLS

SENTRILOCK SMART CARD UPDATES: SENTRICARD HOLDER acknowledges that the SentiLock Smart Card requires regular updates at regular intervals as determined by the WMLS, prohibiting further use of the SentiLock Smart Card until a new update is obtained from the WMLS by placing the SentiLock Smart Card in a Card Reader or by another authorized method.

LOST, STOLEN, DAMAGED OR DEFECTIVE SENTRILOCK SMART CARDS: Replacement SentiLock Smart Cards will be issued to SENTRICARD HOLDERS who:

- a. have complied with this Agreement and the policies and procedures of the WMLS with respect to the SentiLock System
- b. pay a fee and/or deposit specified by the WMLS to replace a lost, stolen, damaged or defective SentiLock Smart Card.

PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and Participant of the Williamsburg Multiple Listing Service, Inc.
- b. Participant warrants that SENTRICARD HOLDER 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 WMLS Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any SENTRICARD HOLDER associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with SENTRICARD HOLDER.
- d. Participant agrees to notify the WMLS immediately, in writing, should the Participant or SENTRICARD HOLDER terminate their relationship or should the SENTRICARD HOLDER's license be transferred or returned to the licensing Board and,
- e. Participant agrees that he/she is jointly and severally liable, together with the SENTRICARD HOLDER, for all duties, responsibilities and undertakings of the SENTRICARD HOLDER under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of WMLS SentiLock Smart Card privileges and, further, could cause the WMLS to recall all SentiLock Smart Cards issued to the Participant and the Participant's SENTRICARD HOLDERS.

DISCLOSURE TO CLIENTS: The SENTRICARD HOLDER shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is entered into the WMLS, reflecting that a lockbox has been authorized by seller.

DISCIPLINARY ACTION: Participant and/or SENTRICARD HOLDER agree to be subject to the disciplinary rules and procedures of the WMLS for violation of any provision of this Agreement and/or the Williamsburg Multiple Listing Service, Inc. Rules & Regulations. Discipline may include, but not limited to, forfeiture of the SentiLock Smart Card or the Participant's and/or SENTRICARD HOLDER's right to be issued a SentiLock Smart Card.

INDEMNIFICATION: Participant and/or SENTRICARD HOLDER agree to indemnify, defend and hold the WMLS 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 WMLS 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 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.

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

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 Virginia, and venue for any litigation regarding this agreement shall be James City County.

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.

CONDITIONS SET FORTH HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, SENTRICARD HOLDERS and the WMLS with respect to SentriLock Smart Cards. 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 SENTRICARD HOLDER.

SENTRILOCK SMART CARD RECEIPT: SENTRICARD HOLDER acknowledges receipt of a SentriLock Smart Card.

IN WITNESS WHEREOF, WMLS, PARTICIPANT and SENTRICARD HOLDER have caused this agreement to be duly executed as of the date set forth in the preamble of this agreement.

SENTRICARD HOLDER: _____
(Signature)

SENTRICARD HOLDER: _____
(Please PRINT)

PARTICIPANT: _____
(Signature)

PARTICIPANT: _____
(Please PRINT)

**Williamsburg Multiple Listing Service, Inc.
5000 New Point Road Suite 1101
Williamsburg, Virginia 23188-9418**

By: _____
(Signature)

Name: _____
(Printed Name)

**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.
SentriLock System Authorized Representative Form**

This is to notify the Williamsburg Multiple Listing Service, Inc. (WMLS) that the following representative has my permission to purchase and/or exchange KeyBoxes on my behalf:

Authorized Individual's Name (please print)

KeyBox Holder's Name (please print)

KeyBox Holder's Signature

Company Name

Address

Telephone

Date

OFFICE USE ONLY

Date Received

Signature

Date SentriLock System Updated

Signature

Williamsburg Multiple Listing Service, Inc. Lost or Stolen SentiLock Product Affidavit

_____ of _____
(SentiCard Holder's Name - please print) (Company name)

hereby states as follows:

The SentiCard Holder received SentiLock Product(s) from the Williamsburg Multiple Listing Service (WMLS). Check all that apply:

SentiCard # _____ has been lost or stolen and despite diligent search has not been recovered. The SentiCard has not been voluntarily transferred or given to any other party and I have no knowledge of the whereabouts of the SentiCard.

Lockbox # _____ has been lost or stolen and despite diligent search has not been recovered. The Lockbox has not been voluntarily transferred or given to any other party and I have no knowledge of the whereabouts of the Lockbox.

SentiCard Holder Signature

WMLS ID

Date

OFFICE USE ONLY:

Replacement SentiCard#: _____

Re-Issuance Fee, Admin Fee,
&/or Replacement Fee
Received Date: _____

Lost/Stolen SentiCard
Returned Date: _____

Date SentiLock System Updated: _____

NOTE: As per Addendum A, Electronic KeyBox System Section 3.5-"If an electronic SentiCard is lost or stolen, it shall be immediately reported to the WMLS and a Lost or Stolen SentiCard Affidavit shall be completed (Form 120).

The SentiCard Holder shall pay a \$50.00 Re-Issuance fee and an \$10.00 (+tax) Administrative fee for a replacement SentiCard.

If the original SentiCard is found it must be surrendered to the WMLS immediately. Any SentiCard Holder violating this rule may be held liable for any expense incurred by the WMLS to re-establish the security of the Electronic KeyBox System.

Williamsburg Multiple Listing Service, Inc./ SentiLock Product Report

As a subscriber to the Williamsburg Multiple Listing Service, Inc. (WMLS) I hereby state (select all that may apply):

SECTION I - Issuance of SentiLock Products:

- I am in receipt of the following SentiCard: I am purchasing a Card Reader

SentiCard Serial # _____

- I am purchasing the following Keybox(es):

Serial Number(s)	Serial Number(s)	Serial Number(s)

SECTION II -Change to Existing SentiLock Products:

- I am transferring the following Keybox(es) to _____
(Name of Active SentiCard Holder)

Serial Number(s)	Serial Number(s)	Serial Number(s)

- I am in receipt of a warranty replacement for a previously issued SentiCard:

Old Serial # _____

New Serial # _____

- I am in receipt of a warranty replacement for a previously purchased Lockbox:

Old Serial # _____

Ticket # _____

New Serial # _____

SECTION III- Cancellation:

- I am terminating my use of the service as described in the SentiLock SmartCard Lease Agreement to which I am a party. I am returning the following:

SentiCard Serial # _____

- I am returning the following Keybox(es), with the understanding a refund of \$25 for each returned Keybox will be sent to my home address as follows: _____

Serial Number(s)	Serial Number(s)	Serial Number(s)

Print Name

Signature

Date

Office Use Only:

Scanned

Updated in SL

Updated in RAP