

GKAR LOCKBOX SYSTEM AGREEMENT (UNLICENSED ASSISTANT KEY AGREEMENT)

Excerpts from MLS Rules and Regulations

Section 21.1 Lockbox Equipment: The Association has ownership to the entire Lockbox System. The Smart Cards are owned by the Association and supplied to authorized users under the Greater Kalamazoo Association of REALTORS® Lockbox System Agreement. Lockboxes owned by the Association that are authorized for use can be recalled at any time.

GKAR will monitor Lockbox distribution and may require Lockboxes to be returned to the MLS office within ten (10) calendar days of notification.

No more than one Smart Card shall be supplied to an authorized user.

Section 21.2 Eligibility: The Lockbox System, including the SentiSmart mobile application, is a service of GKAR for the MLS Broker Participants as stipulated under the Greater Kalamazoo Association of REALTORS® Lockbox System Broker Agreement. Every non-principal broker, Broker shall not permit any person to use the Lockboxes or the System other than “Broker’s Office Users.” A “Brokers Office User” is defined as an individual who is an associate broker or salesperson whose license is held by Broker or a member of Broker’s clerical/support staff, sales licensee, and licensed appraiser who is affiliated with a participant and who is legally eligible for access shall be eligible to hold a Smart Card subject to their execution of the Greater Kalamazoo Association of REALTORS® Lockbox System User Agreement.

Section 21.3 Authorization: GKAR will enforce all of the terms and provisions contained in the Lockbox System Agreements. If a Participant ceases to have a current or valid agreement, the Participant shall still be bound by these *MLS Rules and Regulations* so long as such Participant is in possession of a Smart Card or Lockbox. Violation or breach of the terms and conditions of the Lockbox System Agreement shall be deemed violations of these *MLS Rules and Regulations*.

GKAR may refuse the authorized use of a Smart Card, may terminate existing authorization, and may refuse to activate or reactivate any Smart Card held by an individual convicted of a felony or misdemeanor if the crime, in the determination of GKAR, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

GKAR may suspend the right of Smart Card authorized users to use Lockbox Smart Card or SentiSmart mobile application following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of GKAR, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determination include, but are not limited to:

- a. the nature and seriousness of the crime
- b. the relationship of the crime to the purposes for limiting Lockbox access
- c. the extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- d. the extent and nature of past criminal activity
- e. time since criminal activity was engaged in
- f. evidence of rehabilitation while incarcerated or following release and evidence of present fitness

GKAR may, at its discretion, authorize the use of a Smart Card or SentiSmart mobile application to unlicensed personal assistants who are under the direct supervision of an Association REALTOR® member, on the same terms and conditions as REALTOR® members, provided a Lockbox System Agreement is signed by the

Initials _____

applicant and the firm's Designated REALTOR® for whom the licensed designee works signs the "Authorization for Personal Assistant to Hold Key" form.

All parties who sign the Lockbox System Agreement on behalf of an unlicensed assistant as well as the unlicensed assistant themselves are responsible for any violations.

GKAR may, at its discretion, authorize the use of a Smart Card or SentiSmart mobile application to Business Partner Members of GKAR who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, a Lockbox System Agreement shall be signed by user and by a principal, partner, or corporate officer of the authorized user's firm.

Section 21.4 Smart Card Fees: The fees as set from time to time by the Association for the Smart Cards may be higher for Non-Participating Members than for Participating Members.

Section 21.5 Unauthorized Use: Smart Cards, or codes, or access through the SentiSmart mobile application may not be used under any circumstances by anyone other than the authorized user, except as provided elsewhere in this statement of policy. If it is determined that a GKAR Participant or authorized user entered a property without the owner's or listing broker's/agent permission, this shall be considered a violation of MLS Policy and subject to a fine not to exceed \$1,000. *(Amended 03/14)*

Participants may use the SentiSmart mobile application with their log in credentials. The mobile application is not to be shared among participants, only the authorized user may be signed in. A fine, not to exceed \$1,000, as well as penalties, may be levied by the Association in the misuse and compromise of the Lockbox System. Authorized user shall will not write their Personal Identification Number (PIN) number on the Smart Card or share their SentiSmart mobile application login information. To do so compromises the security of the entire Lockbox System. A fine, not to exceed \$1,000, as well as penalties, may be levied by the Association in the misuse and compromise of the Lockbox System.

Lockboxes may not be placed on a property without written authority from the seller(s), as established in the listing contract or in a separate document. These documents may be audited periodically by the MLS department. A fine may be levied by the MLS Department for any missing or non-existent paperwork.

THE UNDERSIGNED ACKNOWLEDGES REVIEWING AND WILL COMPLY WITH GKAR'S LOCKBOX SYSTEM. THESE POLICIES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE MLS RULES AND REGULATIONS.

User Desired Pin #: _____

Print Authorized User Name: _____

Print Office Name: _____

Authorized User Signature: _____

Date: _____

Designated REALTOR® Signature: _____

Date: _____