



## **LOCKBOX AND SMART CARD (SENTRILOCK) RULES AND REGULATIONS COASTAL ASSOCIATION OF REALTORS®, INC.**

### **Section I Authorized Users**

Any principal who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, and every non-principal broker, associate broker, salesperson or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of the Coastal Association of REALTORS®, Inc. (“CAR”) subject to their agreement to abide by the rules and regulations of CAR and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of CAR.

Any individual required or permitted by law, or by the established policies of the National Association of REALTORS®, as amended from time to time, to access and use the lockbox services of CAR without holding REALTOR® membership in a local Board/Association, shall be eligible to subscribe to and use the lockbox services of CAR without the requirement of holding REALTOR® membership in a local Board/Association of REALTORS®.

### **Section II**

The following rules and regulations shall apply to all subscribers and users of the CAR lockbox services. Subscribers and authorized users of the lockbox services shall:

1. Access property solely in connection with his/her legally permitted normal and customary activities while acting as a real estate licensee or certified appraiser affiliated with a REALTOR® principal.
2. Use the Smart Card/APP only for the purpose of gaining authorized entry into real property upon which a system key box has been installed.
3. **Enter into real property from which a system key box has been installed only with the prior knowledge and/or expressed consent of the listing agent or listing office pursuant to paragraph 19 of these Rules and Regulations.**
4. Notify CAR, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation.
5. Adhere strictly to the terms and conditions of the Sentrilock Smart Card Lease and Usage Agreement.
6. Pay all fees, charges, fines and recurring user fees as established from time to time by CAR when due.
7. Keep the Smart Card in Card Holder’s possession or in a safe place at all times and be accountable for the Smart Card at all times.
8. Not allow his/her personal identification number (PIN) to be attached to the Smart Card.
9. Not disclose his/her personal identification number (PIN) to any person.
10. Not loan the Smart Card to any person, for any purpose whatsoever, or to permit the Smart Card to be used for any purpose by any other person.

11. Not assign, transfer or pledge the Smart Card or the license and use of the Key Card.
12. Not change or alter the Entry Codes through any other electronic lock box system provider. All changes to Entry Codes shall be made solely and exclusively by and through CAR.
13. Immediately notify CAR by telephone and in writing within twenty-four (24) hours, of the loss or theft of a Smart Card and the circumstances surrounding such loss or theft.
14. Strictly adhere to the rules and regulations as may be adopted by CAR from time to time with respect to the Smart Card or any other aspect of the system.
15. Promptly submit the Smart Card to CAR for audit and/or inspection at a reasonable time at the CAR office upon request by CAR for such audit or inspection.
16. Not permit anyone other than the Smart Card Holder himself/herself to use the Smart Card or his/her PIN for any reason.
17. Attend an instructional meeting on the operation and use of the Smart Card as required by CAR from time to time.
18. Pay all fees, fines and charges in connection with the use of the Smart Card and the System, and to obtain the periodic revalidation Entry Code for his/her own Smart Card.
19. **Comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a Key Box System, including notification of each listing office or listing agent of the Key Card Holder's intention to enter the property through the use of the Key Box. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office.** The Board of Directors of CAR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate any Key Card to any applicant or subscriber who has been or subsequently is arrested or convicted of a felony or misdemeanor crime (other than traffic misdemeanor offenses) in accordance with Section 7.31 of the NAR Handbook on Multiple Listing Policy, as amended from time to time.
20. Obtain the written authorization from the Owner(s) and/or tenants of the property prior to the installation or use of the Key Box on any property.
21. Comply fully with the terms and conditions of the Purchase Agreement by and between the Coastal Association of REALTORS®, Inc. with Sentrilock Products, Inc., as amended from time to time.
22. Notify CAR, in writing, promptly upon the arrest or conviction of subscriber or authorized user for any felony or misdemeanor crime (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction.

### **Section III Fines**

An authorized subscriber or user of the Lockbox System of CAR who violates any rules and regulations of CAR as set forth above, except for the payment of fees, shall be subject to the imposition of a fine or penalty for each violation in such amount not to exceed \$15,000 as established by the Board of Directors of CAR from time to time.

An authorized subscriber or user of the Lockbox System of CAR who is found to have violated the rules and regulations as herein set forth on more than two (2) occasions during a calendar year shall be subject to the automatic revocation of their rights and privileges to access and use the lockbox services of CAR.

If it has been determined that a key card and/or username/password has been loaned to a non-key holder, the key holder and the borrower (if the borrower is a REALTOR®) will be fined **\$1,000.00** each for the first occurrence. A second offense within the calendar year will carry a **\$5,000.00** fine. The fine will not apply towards the purchase of key card services.

Non-payment of the fine within 30 days will result in termination of all services and Association privileges. A notice will be given to the Broker/Manager(s) of the key holder and the CAR member borrower(s) involved.

#### **Section IV Subscriber Fees/Penalties**

Subscribers shall be invoiced annually, 30 days in advance of the due date. Invoices not paid in full by the Due Date shall incur a \$50.00 late fee and services will be suspended. All invoices considered 60 days past due shall incur a \$75.00 reinstatement fee in addition to the late fee and services will be terminated without notice. If the subscriber chooses to reactivate services within six months of termination, all late fees and reinstatement fees plus service fees must be paid.

Once a year all Brokers will receive a list of the key holders in their office and each office is to verify the accuracy of the list and return to the association the confirmed information. Brokers must verify they have reviewed the policy with the licensees in their office annually.