

ELECTRONIC LOCKBOX LICENSE AGREEMENT

This Electronic Lockbox License Agreement ("Agreement") is made this __ day of _____, 20__, by and between The Cecil County Board of Realtors ("CCBOR"), and _____ ("Licensee").

BACKGROUND

- A. CCBOR is the administrator of an electronic lockbox SentiCard® system (the "System"), comprised of a wireless lockbox, a USB SentiCard® reader, and a mobile SentiCard® app.
- B. CCBOR is willing to grant Licensee a revocable non-exclusive license to use the System upon the terms and conditions of this Agreement.
- C. Licensee executes this Agreement to evidence Licensee's acceptance of the terms and conditions of this Agreement.

TERMS AND CONDITIONS

- 1. CCBOR hereby grants Licensee a limited, revocable and non-exclusive license to use the System (the "License") subject to the terms and conditions of this Agreement. Licensee shall acquire no ownership or other rights in or to the System, or any component thereof, other than the License.
- 2. Licensee shall pay CCBOR an annual nonrefundable license fee of \$180 (the "License Fee"). The License Fee shall be paid in advance each year. Should Licensee's License be suspended or revoked for any reason, no portion of the License Fee shall be returned to Licensee and CCBOR may charge Licensee a reactivation fee of \$100 as a condition of reactivating the License.
- 3. Licensee shall use the System in accordance with the following:
 - a. Licensee shall be solely responsible for all access under the License.
 - b. Licensee shall not place a lockbox on any property without prior written authority from the owner of the property. This authority may be established in a listing agreement or in a separate document created specifically for this purpose.
 - c. Licensee shall follow the showing instructions published in the MLS or as provided by the listing brokerage. Licensee shall not access a lockbox without the consent of the brokerage that placed the lockbox on the property.
 - d. Licensee shall not use, or permit others to use, the License or Licensee's access for any personal purposes.
 - e. Licensee may not sell, grant, assign, transfer, loan or share the License, nor allow any other person to use the License or Licensee's access, at any time or for any reason.
 - f. Under no circumstances shall Licensee store Licensee's access code with Licensee's reader or smart phone.
 - g. Licensee shall not remove a lockbox from any property for any reason, except with the prior written consent of the listing brokerage.
 - h. Licensee shall immediately notify CCBOR of a breach or other compromise of Licensee's access code, lockbox or License.
- 4. In addition to the foregoing, Licensee agrees to comply with all rules, regulations and policies currently or hereafter adopted or enacted by CCBOR pertaining to the System, as the same may be

modified or amended by CCBOR from time to time (collectively, the “Regulations”). CCBOR shall notify Licensee of any future modifications of or amendments to the Regulations. All Regulations are incorporated herein by reference. A violation of the Regulations by Licensee shall be deemed a violation of this Agreement.

5. CCBOR may suspend or revoke the License or Licensee’s access to the System at any time should any of the following occur:
 - a. Licensee shall cease to be a member of CCBOR in good standing;
 - b. A breach of this Agreement or the terms of the License by Licensee;
 - c. Licensee’s arrest, prior to conviction, for any felony or misdemeanor;
 - d. Licensee’s conviction of a felony or misdemeanor;
 - e. A determination by CCBOR that any act or omission by Licensee, or other circumstances involving Licensee, puts clients, customers, or other real estate professionals at risk.
 - f. Factors which CCBOR may consider prior to making a determination under c, d or e above include, but are not limited to:
 - i. The nature and seriousness of the act, crime or circumstances;
 - ii. The relationship of the act, crime or circumstances to the purposes for limiting lockbox access;
 - iii. The extent to which access (or continued access) might afford opportunities to engage in a similar act;
 - iv. The extent and nature of past unethical or criminal activity;
 - v. Time since act or criminal activity was engaged in; and
 - vi. Evidence of rehabilitation while incarcerated or following release.
6. The remedies provided to CCBOR under this Agreement are not exclusive. A violation of this Agreement by Licensee may also subject Licensee to disciplinary action by CCBOR under applicable provisions of the National Association of Realtors’ Code of Ethics and Standards of Practice, and/or the Maryland Real Estate Commission.
7. Licensee shall immediately notify CCBOR of the loss of, or damage to, any equipment provided to Licensee under the License, including without limitation a lockbox or reader. Licensee shall be responsible for the cost of replacing said equipment at CCBOR’s then current rate, plus shipping and handling. Licensee must immediately report any stolen equipment to the police and provide a copy of the police report to CCBOR.
8. Licensee must immediately notify CCBOR of any change in brokerage affiliation by Licensee. Upon any such change in broker affiliation by Licensee, CCBOR may (but shall not be obligated to) terminate or suspend this Agreement upon written notice to Licensee unless Licensee’s new brokerage participates in the SentiLock® system through CCBOR.
9. This Agreement may be terminated by Licensee or CCBOR upon thirty (30) days’ written notice for any reason. Upon termination or suspension of the License for any reason, Licensee shall immediately return all equipment to CCBOR. Should all equipment not be immediately returned to CCBOR following the termination or suspension of the License then Licensee shall be liable for the cost of replacing said equipment at CCBOR’s then current rates, plus shipping and handling.
10. Licensee agrees to cooperate in any lockbox audit process as established by CCBOR.

11. Licensee agrees to defend, indemnify and hold CCBOR harmless from any and all liability, obligations, or demands against CCBOR as a result of the use of the System by Licensee, or a breach of this Agreement by Licensee, including, but not limited to, any and all liabilities, including attorney's fees, incurred by CCBOR as a result of damage or injury to premises or persons arising out of the use by Licensee of the System or a breach of this Agreement by Licensee.
12. Licensee releases CCBOR from any and all claims, liability, loss or damage of any kind caused by or resulting from use, malfunctions or loss of use, of the System or any equipment provided to Licensee under the License, or caused by the actions, failure to act or negligence of CCBOR in connection with the System or the License.
13. The laws of the State of Maryland shall govern this Agreement. The parties submit to the personal and exclusive jurisdiction of the courts of the State of Maryland for resolution of all disputes concerning this Agreement.
14. All obligations of Licensee which by their nature are to be performed after the suspension, expiration or termination of this Agreement, and all obligations of Licensee to pay any money to CCBOR or to defend, indemnify or hold CCBOR harmless, shall survive the suspension, expiration or termination of this Agreement.
15. If any term or provision in this Agreement is determined to be unenforceable by any court, then such term or provision will be deemed stricken from this Agreement without voiding the entire Agreement.

Licensee:

Cecil County Board of Realtors

By: _____

Licensee's Contact Information (Required):

NRDS #:

Office Name:

Phone Number: _____