Central Virginia Regional MLS, LLC

SENTRILOCK® / SENTRIKEY® AUTHORIZED USER AGREEMENT ("Agreement")

Upon acceptance of this AUTHORIZED USER AGREEMENT (the "Agreement") I, as the "Authorized User" of the Lockbox System as hereinafter defined, will abide by the terms and conditions set forth herein.

Central Virginia Regional MLS, LLC ("CVR MLS") and SentriLock, LLC ("SentriLock") have contracted under separate agreement for lockbox services, namely SentriLock® Bluetooth® REALTOR Lockbox Series System ("Lockbox System"). The Lockbox System includes the Bluetooth Realtor Lockbox ("Lockbox") and access to SentriKey® and SentriConnect® apps for management of the Lockbox access and administration. CVR MLS will offer the Lockbox Services to active Participants and Subscribers of CVR MLS. The parties agree as follows:

1. The Authorized User may use the Lockbox System and any Lockbox provided to and registered to Authorized User by CVR MLS in connection with the Authorized User's normal and customary activities, while acting as a real estate agent or appraiser within the terms and conditions set forth in this Agreement.
2. The term of this Agreement begins on the date of the execution of this Agreement and shall run concurrently with the CVR MLS master agreement or until the Authorized User terminates participation with CVR MLS and is no longer eligible for Lockbox Services. Authorized User may terminate this Agreement with thirty (30) days' notice to CVR MLS on a CVR MLS Termination Form.
3. SentriLock shall invoice the Authorized User for Lockbox Services on an annual basis. If Authorized User fails to pay the User Fee by the due date, SentriLock 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. Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of SentriLock. Any Lockbox registered to Authorized User by CVR MLS under this Agreement shall be returned as required by SentriLock or CVR MLS.

   SentriLock may at its discretion require CVR MLS to replace the SentriLock Lockboxes used by CVR MLS and its Authorized Users with replacement SentriLock lockboxes compatible with the system.
5. Authorized User shall obtain specific written authorization from the seller before placing a lockbox on the owner's property.
6. Authorized User agrees to the following:
   a. to maintain an active, valid Virginia real estate license and/or appraiser's license.
   b. agrees/acknowledges that the Authorized User is liable for all duties, responsibilities, and obligations consistent with use of the Lockbox System.
   c. shall promptly notify CVR MLS should they cease to hold an active, valid real estate or appraiser's license.
   d. shall comply with CVR MLS Rules and Regulations and Policies including but not limited to **Section 12 – SentriLock Lockbox Services Authorized User Rules**.
   e. Authorized User shall keep CVR MLS apprised in writing of their current email

address at all times. Email address changes shall be reported to CVR MLS within three (3) days.

Failure to comply with this Section may result in suspension or termination of the Authorized User's Lockbox Services

7. CVR MLS or SentriLock may, at any time, suspend or terminate access to the SentriLock System and revoke Lockbox Service for cause, including but not limited to:

   a. Violation of CVR MLS Rules and Regulations, applicable Operating Agreement, or other applicable rules or policies including regulations of the Virginia Department of Professional and Occupational Regulation;

   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 CVR MLS;

   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 SentriLock 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.

8. Authorized User agrees to return the SentriLock Lockbox within ten (10) business days to CVR MLS after occurrence of any of the following events:

   a. Termination as an active Participant or Subscriber of CVR MLS;

   b. Termination of Subscriber's association with an active Broker Participant;

   c. Termination of this Agreement under Section 7; or

   d. In the event of the death of the Authorized User, heirs or personal representatives will return the SentriLock Lockbox to CVR MLS.

9. Authorized User agrees to be subject to the disciplinary rules and procedures of CVR MLS for violation of any provision of this Agreement. Discipline may include forfeiture of the Lockbox System and the Authorized User's right to be issued a Lockbox.

10. 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.

11. Authorized User agrees to indemnify and hold CVR MLS and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against CVR MLS 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 SentriLock System. The Authorized User shall promptly notify CVR MLS of any claim, and cooperate fully with them in defending or settling any claim.

12. Authorized User agrees that, in the event that CVR MLS shall prevail in any legal action brought by or against the Authorized User to enforce the terms of this Agreement, the Authorized User as appropriate may be assessed a twenty-five percent (25%) attorney's

fees award in addition to any other relief to which the Court rules CVR MLS may be entitled.

13. 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 at the following addresses:

CVR MLS:	Central Virginia Regional MLS, LLC 8975 Three Chopt Road Richmond, VA 23229 Attn: CEO lockbox@cvrmls.com
Authorized User:	to the contact information on file at CVR MLS.

14. 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 CVR MLS.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Authorized User acknowledges that by entering into this Agreement, he or she has transacted business in Henrico County, in the Commonwealth of Virginia. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in Henrico County, Virginia, 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.

16. 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.

17. This written contract expresses the entire agreement between the Authorized User and CVR MLS with respect to 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.

18. I acknowledge that I have read and agree to comply with CVR MLS Rules and Regulations as may be from time to time amended. A copy of the CVR MLS Rules and Regulations can be found online at https://resourcecenter.cvrmls.com/. I understand that violations of CVR MLS Rules and Regulations may result in fines and/or suspension or termination of Lockbox Service.