

**MIBOR SERVICE CORPORATION BLC® LISTING SERVICE Technology and Sentrilock Smart Card Usage Agreement
Second Sentrilock Smart Card**

IT IS HEREBY AGREED by and between MIBOR Service Corporation (MSC) and the BLC® Listing Service Subscriber _____ Member Number _____ that Subscriber may access the BLC® Listing Service and Lockbox services provided by MSC under the following terms and conditions, Usage Standards and Rules and Regulations of the services.

1. **Representation:** Subscriber warrants as of the date of this agreement that he/she is licensed by the state of Indiana as a real estate broker, real estate salesperson, real estate appraiser or real estate appraiser trainee, who is or is affiliated with a MSC BLC® Listing Service Participant in good standing and will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer a MSC BLC® Listing Service Participant in good standing or affiliated with a MSC BLC® Listing Service Participant in good standing, Subscriber agrees to notify MSC.

2. **Usage and Definition:** MSC will issue a "BLC® Listing Service User login ID" and Sentrilock Smart Card to Subscriber. Issuance of the "BLC® Listing Service User Login ID" will entitle Subscriber to (i) access and use the BLC® Listing Service System through a System-compatible computer using an internet connection provided by the Subscriber and (ii) obtain a Sentrilock Smart Card that can be used to access Sentrilock electronic lockboxes located on listed properties. THE "BLC® Listing Service User Login ID" AND SENTRILOCK SMART CARD IS PROVIDED EXCLUSIVELY FOR THE INDIVIDUAL USE OF SUBSCRIBER AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER INDIVIDUAL OTHER THAN AN UNLICENSED EMPLOYEE UNDER THE SUPERVISION OF THE SUBSCRIBER.

Subscriber agrees that a lockbox is a container affixed to property as a device to gain access to the property being marketed by a Participant in the Broker Listing Cooperative® Listing Service ("BLC® Listing Service"). Participants in the BLC® Listing Service or their Subscribers are authorized under certain conditions to open these lock boxes under terms specified by the listing broker. Participants and their Subscribers, functioning as agents of potential purchasers, must contact the listing broker to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the BLC® Listing Service or otherwise) to show the property without first contacting the listing broker.

3. **Fee.** Subscriber agrees to pay a \$10.00 programming fee for the Sentrilock Smart Card and the BLC® Listing Service Technology Fee for use of the BLC® Listing Service System and Sentrilock Smart Card, Card Reader, applicable software. The BLC® Listing Service Technology is payable according to the following schedule (choose one):

- Annually: \$100 (Due and payable prior to the start of the second quarter of each year)

Lockboxes are sold separately and are the charged in addition to the annual fee. The cost to purchase lockboxes may vary from time to time and is the sole responsibility of the Subscriber.

4. **Receipt of Equipment.** Subscriber acknowledges receipt of the following equipment from MSC:

- One Sentrilock Smart Card - \$10.00 programming fee (plus tax)

Serial # _____

- _____ Card Reader(s) - \$35.00 each (plus tax) for a total of \$ _____

5. **Smart Card Update.** Subscriber acknowledges that the Smart Card must be updated at regular intervals of thirty (30) days by placing the Smart Card in an MSC approved Card Reader or by other authorized method.

6. **Term of Agreement.** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:

- a. Termination of Subscriber as an BLC® Listing Service Technology Subscriber for any reason including, but not limited to, nonpayment and license termination
- b. Termination of Subscriber's association with MSC or his/her local Board of REALTORS® for any reason
- c. Failure of the Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security outlined in Paragraph 7.
- d. Subscriber acknowledges that by signing this Agreement, he/she is granted a license to use the BLC® Listing Service System, Sentrilock Smart Card and Card Reader, applicable software and lockboxes under the terms of this Agreement.

7. **Security.** Subscriber acknowledges that it is necessary to maintain security of the Smart Card and Lock Box system to prevent its use by unauthorized person. Consequently, Subscriber agrees:
 - a. To keep the Smart Card in Subscriber's possession or in a safe place at all times
 - b. To not allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Smart Card
 - c. To not duplicate the Smart Card or allow any person to do so
 - d. To not assign, transfer, or pledge the rights of the Smart Card or Card Reader
 - e. To notify MSC immediately of the loss or theft of a Smart Card.
 - f. To follow the guidelines as outlined in the Lockbox Usage Standards sheet
 - g. To recognize the responsibility to ensure the security of properties accessed through the use of a lockbox.

8. **Replacement Smart Cards:** If the original issued Smart Card is lost or stolen, and the loss or theft has been immediately reported to MSC, a replacement Smart Card will be issued to the Subscriber upon written notice and payment of a replacement Smart Card fee.

9. **Disciplinary Action:** Subscriber agrees to be subject to the disciplinary rules and procedures of the MIBOR REALTOR® Association Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of BLC® Listing Service Access, the Smart Card, Card Reader and Subscriber's right to be issued a Smart Card or Card Reader. No referral to the MIBOR REALTOR® Association Professional Standards Committee is required for termination of services for failure to pay required fees.

10. **Indemnification:** Subscriber agrees to indemnify and hold MSC and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MSC resulting from the loss, use or misuse of the BLC® Listing Service or Sentrilock 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.

11. **Reimbursement:** Subscriber agrees that in the event MSC shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, Subscriber, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MSC may be entitled.

12. **Authorization:** Subscriber will secure authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Lock Box on such property. Subscriber agrees that extreme care shall be taken by Subscriber to ensure that the Lock Box and all doors or any property entered by Subscriber through the use of the Smart Card shall be locked when Subscriber leaves the property.

13. **Ownership of BLC® LISTING SERVICE Compilation and Copyrights:** Subscriber acknowledges that the act of submitting any property listing data, supporting documents, photographs or line drawings to the BLC® Listing Service represents that he/she has been authorized to grant and also thereby does grant authority for MSC to include such information into its copyrighted BLC® Listing Service compilation and any statistical reports. All information stored in the BLC® Listing Service System including but not limited to real property listing data, photographs, real property parcel data, HUD/VA data agent and office information (the "BLC® Listing Service Compilation"), is owned or leased by MSC as part of the Copyrighted BLC® Listing Service Compilation. Subscriber agrees to use the BLC® Listing Service Compilation only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with the MIBOR REALTOR® Association Broker Listing Cooperative® Listing Service Rules, Regulations, policies and procedures. Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the BLC® Listing Service Compilation, except as permitted in the Rules and Regulations.

14. **Additional Terms and Conditions:** Subscriber agrees to the terms as outlined in this Agreement. Upon termination of this Agreement as specified in Paragraph 6, Subscriber agrees to immediately cease using the Smart Card, Card Reader and any applicable Software. This written contract represents the entire agreement between participants. This Agreement supercedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.

SUBSCRIBER


Printed Name: _____

Signature: _____

Date: _____

MSC

Printed Name: Shelley Specchio

Signature: 

Date: _____