

CAPITAL AREA ASSOCIATION OF REALTORS® MULTIPLE INFORMATION SERVICE

ENTRY CARD LEASE AGREEMENT FOR AFFILIATE MEMBERS

In consideration of the mutual agreements and promises contained herein, the parties signing below agree that:

MIS (Multiple Information Service), a service of the Capital Area Association of REALTORS® ("ISSUER"), hereby leases to the Card Holder named below ("HOLDER") and licenses the use thereof of a SentiLock Smart Card ("CARD") along with its personal identification number ("PIN"). Throughout this agreement the term AFFILIATE shall mean Affiliate member which shall be a principal, partner or corporate officer of the Affiliate member's company. The receipt of the CARD is hereby acknowledged by HOLDER along with this license for its use to access a Key Box system produced by SentiLock known as the Key Box System ("SYSTEM"), which SYSTEM is made available by ISSUER through a lease agreement with SentiLock, all on the following terms and conditions:

WITNESSETH:

- 1. ELIGIBILITY.** Eligibility to participate in the SYSTEM with the ISSUER requires membership in good standing with the ISSUER. HOLDER may lease only one such CARD which shall operate the Key Boxes within the SYSTEM.
- 2. CARD RECEIPT.** HOLDER hereby acknowledges receipt of CARD together with its secret code personal ID number (PIN). HOLDER acknowledges that the CARD is and shall be the sole property of the ISSUER.
- 3. SETUP FEE AND SYSTEM FEE.** HOLDER hereby agrees to pay a setup fee as determined by ISSUER. HOLDER authorizes ISSUER to apply any deposit, if applicable, being held from a previous lockbox system by ISSUER on behalf of HOLDER to the set up fee associated with this SYSTEM and hereby releases ISSUER from any further duty or obligation with regard to the return of said deposit. HOLDER further agrees to return to ISSUER by March 16, 2009 the Risco Entry Card that Holder was previously issued. Failure to do so will result in a \$40.00 charge to HOLDER. Additionally, HOLDER hereby agrees to pay an ongoing SYSTEM Fee to ISSUER as determined by ISSUER. Such fee may be adjusted at any time, upon 30-days notice, to sufficiently cover the cost of administering the system. Failure to pay the SYSTEM Fee by the required due date shall constitute default and will result in the deactivation of HOLDER's CARD. No portion of the SYSTEM fee shall be refunded for any reason to HOLDER.
- 4. LEASING OF ENTRY CARDS.** HOLDER acknowledges that this lease agreement does not provide HOLDER with any right, title and interest in said CARD. The CARD may not be sold, traded, gifted or otherwise transferred by HOLDER.
- 5. LOST, STOLEN OR DAMAGED CARDS.** If the CARD is ever lost, stolen or damaged, if HOLDER fails to pay his/her required System Fees, or if HOLDER fails to meet the terms and conditions of this Agreement, including cooperation in any CARD or Key Box audit conducted by ISSUER, HOLDER acknowledges that his/her CARD may be deactivated by ISSUER. If this CARD is lost, stolen or damaged HOLDER shall file a lost card affidavit and purchase a replacement from ISSUER at the then current price for a replacement CARD. Any such replacement CARD shall be the sole property of ISSUER.
- 6. DISCLAIMER OF WARRANTY.** HOLDER and AFFILIATE acknowledge that ISSUER is not the maker of the CARD, KeyBox or SYSTEM. While ISSUER will make reasonable efforts to accommodate the needs and concerns of HOLDER, and protect the integrity of the SYSTEM, ISSUER specifically disclaims any warranty of merchantability or fitness for a particular purpose, or any other warranty whatsoever. HOLDER and AFFILIATE expressly waive, release and hold harmless the ISSUER from any actual damages, loss of business or profit or any other claim arising out of the use or failure or faults in the CARD or the SYSTEM with which it is associated.

PARAGRAPHS 7 THROUGH 16 SET FORTH ON THE BACK OF THIS PAGE ARE AN INTEGRAL PART OF THIS AGREEMENT.

Card Holder (Please Print) _____ Date _____

Signature of principal, partner or corporate officer _____ Date _____

Card Holder's Signature _____ Date _____

Company Name _____

Card Holder's Public ID _____

ISSUER (Authorized Representative) _____

7. SECURITY OF ENTRY CARD. HOLDER agrees:

- a) To keep the CARD in HOLDER's possession or in a safe place at all times.
- b) To not allow his/her personal ID number (PIN) to be attached to the CARD or identified as relating to or associated with the CARD.
- c) To not loan the CARD to any person, for any purpose whatsoever, and to not permit the CARD be used for any purpose by any other person, except as may be provided for by exception in the Rules and Regulations of the ISSUER.
- d) To not duplicate the CARD or allow any other person to do so.
- e) To not assign, transfer, or pledge this agreement or the CARD.
- f) To follow all additional security procedures as specified by ISSUER from time to time.
- g) To immediately notify ISSUER in writing of the loss or theft of a CARD, and the circumstances surrounding theft or loss.

8. DEFAULT. If HOLDER fails to observe, keep or perform any obligation or provision of this Agreement, ISSUER shall have the right to exercise any and all of the following:

- a) To deactivate the CARD;
- b) To terminate this Agreement;
- c) To take legal action against HOLDER to recover all damages incurred by ISSUER resulting from such default and/or improper use of the CARD;
- d) To pursue any other remedy at law or in equity. The prevailing party shall be entitled to recover reasonable attorney fees and costs.

9. INSPECTION/ENTRY CARD AUDIT. ISSUER shall have the right to inspect the CARD issued to HOLDER at all reasonable times and places. HOLDER agrees to submit the CARD for inspection at ISSUER's office not less than 48 hours after receipt of written notice. In addition, HOLDER agrees to submit the CARD for inspection at anytime upon oral request if ISSUER believes that the integrity and security of the system is in jeopardy. A failure to comply with the terms of this paragraph shall constitute an event of default under this agreement.

10. INDEMNIFICATION. HOLDER covenants and agrees to indemnify and hold ISSUER harmless from any and all liability, obligations, or demands against ISSUER as a result of HOLDER's loss or use of the CARD including, but not limited to, any and all liabilities, including attorney's fees, incurred by ISSUER as a result of damage or injury to property or persons arising out of the use by HOLDER or by any other person of the CARD.

11. REIMBURSEMENT. HOLDER agrees to reimburse ISSUER for any and all expenses incurred by ISSUER's attempting to recover the CARD from HOLDER as a result of HOLDER's failure to surrender the CARD or to enforce or interpret any of the provisions of this agreement. HOLDER agrees to pay all costs incurred by ISSUER together with reasonable attorney's fees as determined by the court both at trial and on appeal, if any.

12. AFFILIATE AND HOLDER RESPONSIBILITY. AFFILIATE confirms that AFFILIATE is engaged in a related profession (e.g., home inspection, pest inspection, etc.) and has a legitimate business need for the use of SYSTEM. Further, AFFILIATE confirms that HOLDER is also engaged in this business through AFFILIATE as either an employee or independent contractor. Further, that AFFILIATE and HOLDER acknowledges that AFFILIATE is jointly and severally liable with HOLDER for all duties, responsibilities, and undertakings of HOLDER under this Agreement. AFFILIATE also agrees to notify ISSUER in writing should the HOLDER'S association with AFFILIATE be terminated.

13. DEACTIVATION - HOLDER agrees that in any of the following events, the ISSUER shall have the right, but not the duty, to immediately deactivate the CARD so as to deny access to any Key Box associated with the SYSTEM.:

- a) Loss or theft of the CARD.
- b) Failure to submit the CARD for inspection or audit as provided hereunder.
- c) Failure to abide by ISSUER'S security procedures.
- d) Termination of membership of either HOLDER or AFFILIATE as an active member in good standing of ISSUER.
- e) Breach of any of the terms of this agreement by HOLDER.

14. AUTHORIZATION. HOLDER shall secure authorization and schedule an appointment with owner (or the listing broker acting on instruction from the owner) or tenant in possession of premises of any such property utilizing such SYSTEM. HOLDER agrees to use extreme care to ensure that all doors, windows, and the Key Box on the premises are locked upon departure. Failure to abide by this requirement may jeopardize HOLDER'S participation in SYSTEM and could result in a fine and/or loss of system privileges.

15. RULES AND REGULATIONS, PENALTIES. The Rules and Regulations of ISSUER are incorporated herein by reference as they now exist and as they may be amended from time to time. HOLDER and AFFILIATE, where applicable, agree to comply with the aforesaid provisions and acknowledge that a violation of the terms of this Agreement shall constitute a violation of said provisions. Violations of the provisions and/or this Agreement, upon referral of the MIS Committee, shall be subject to the jurisdiction of the Professional Standards Committee of the Capital Area Association of REALTORS® in accordance with the provisions of the "Code of Ethics and Arbitration Manual" and any other rules, regulations or procedures promulgated by the ISSUER.

16. NOTICES. Any notice hereunder may be personally delivered, sent by regular or certified mail, postage pre-paid, to the parties at the address listed on the first page of this agreement, or sent by facsimile transmission. Notice will be deemed received three (3) days after mailing or immediately if sent by facsimile.