

**RULES AND REGULATIONS
GARRETT COUNTY BOARD OF REALTORS®, INC (GCBR)
SENTRILOCK SYSTEM**

**Section I
Authorized Users**

- (A) Any individual who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, and every non-principle broker, sales licensee, unlicensed personal assistant or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of GCBR subject to their execution of a SentiLock Smart Card Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with GCBR and their agreement to abide by the rules and regulations of GCBR and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of GCBR.
- (B) Qualified Affiliate Members of a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, shall be eligible to subscribe to and use the lockbox services of GCBR, provided: 1) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections; 2) a duly authorized principal or officer of the firm for which Affiliate member performs such services executes the appropriate GCBR SentiLock Smart Card Authorized User Agreement; 3) the Affiliate member agrees to abide by the Rules and Regulations of GCBR and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of GCBR; and 4) The Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and owner.
- (C) Unlicensed personal assistants shall be eligible to subscribe to use the lockbox services of GCBR, on a limited basis as described provided: 1) the unlicensed personal assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the designated REALTOR®, each whom is a subscriber and authorized user of the lockbox services or a duly authorized principle or officer of the firm for which the unlicensed personal assistant performs services; 2) executes the appropriate GCBR SentiLock Smart Card Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of GCBR SentiLock Smart Card Authorized User Agreement; 4) the unlicensed personal assistant agrees that their sole use of the system is restricted to Web based administration functions and operating lockboxes used by the Member SentiCard holders who have added the Assistant SentiCard cardholder to their team. Unlicensed Assistant SentiCards cannot operate, including opening key compartments, any lockboxes that are not issued by the Member SentiCard cardholder to their team. An Unlicensed Assistant SentiCard is designed to allow a non-Realtor assistant to assist a Realtor with distribution and maintenance of their lockboxes, including access to the Web based administration features. **An unlicensed personal assistant, in accordance with guidelines as adopted by the Maryland Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.**
- (D) 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 GCBR without holding REALTOR® membership in a local Board/Association, shall be eligible to subscribe to and use the services of GCBR 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 GCBR lockbox services. Subscribers and authorized user of the lockbox services shall:

1. Agent acknowledges that GCBR lockboxes allow access to properties in the Deep Creek Lake area, which are subject to specific zoning, use and licensing regulations. Agent and Agent's Broker/Manager, by signature below, affirm that agent will only access properties for which agent is appropriately informed regarding current and local market conditions.
2. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant, licensed appraiser, licensed home or pest inspector.
3. Use the Smart Card only for the purpose of gaining authorized entry into real property upon which a system keybox has been installed.
4. **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 20 of these Rules and Regulations.**
5. Notify GCBR, in writing within forty-eight (48) hours, of any change in his/her current company/affiliation.

6. Adhere strictly to the terms and conditions of the GCBR SentiLock Smart Card Authorized User Agreement.
7. Pay all fees, charges, fine and recurring user fees as established from time to time by GCBR when due.
8. Keep the Smart Card in Smart Card Holder's possession or in a place at all times and accountable for the Smart Card at all times.
9. Not allow his/her personal identification number (PIN) to be attached to the Smart Card.
10. Not disclose his/her personal identification number (PIN) to any person.
11. 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.
12. Not assign, transfer or pledge the Smart Card or the license and use of the Smart Card.
13. Not change or alter the Entry Codes through any other electronic lockbox system provider. All changes to Entry Codes shall be made solely and exclusively by and through GCBR.
14. Immediately notify GCBR by telephone or in writing within twenty-four (24) hours, of the loss or theft of a Smart Card and the circumstances surrounding such loss or theft.
15. Strictly adhere to the rules and regulations as may be adopted by GCBR from time to time with respect to the Smart Card or any other aspect of the system.
16. Promptly submit the Smart Card to GCBR for audit and/or inspection at a reasonable time at the GCBR office upon request by GCBR for such audit or inspection.
17. Not permit anyone other than the Smart Card Holder himself/herself to use the Smart Card or his/her PIN for any reason.
18. Attend an instructional meeting on the operation and use of the Smart Card as required by GCBR from time to time.
19. Pay all fees, fine 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.
20. **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 Smart Card Holder's intention to enter the property through the use of the KeyBox. 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 GCBR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate any Smart 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 the Lock Box Security Requirements (Policy Statement 7.31) of the NAR Handbook on Multiple Listing Policy, as amended from time to time.
21. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the KeyBox on any property.
22. Comply fully with the terms and conditions of the Master Agreement by and between the Regional Lockbox Consortium, Inc., and GCBR with SENTRILOCK, LLC, as amended from time to time.
23. Notify GCBR, 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.
24. If Smart Card is terminated for non-payment of fee, a \$25 reinstatement will be assessed in order to have the Smart Card reinstated.

Section III Fines and Penalties

An authorized subscriber or user of the lock Box System of GCBR who violates any rules and regulations of GCBR 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 \$5,000 as established by the Board of Directors of GCBR from time to time, in accordance with the attached schedule of fines and penalties.

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

An authorized subscriber or user of the Lock Box System of GCBR shall pay 10% late charge on all fees, charges, fines, recurring user fees and penalties which remain unpaid for ten (10) calendar days from the date of the invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

SCHEDULE OF FINES AND PENALTIES

In accordance with the Rules and Regulations of Garrett County Board of REALTORS®, Inc., fines and penalties have been established to safeguard the integrity of the GCBR KeyBox system.

Unauthorized Use of SmartCard (i.e. "loaning of SmartCard")

First Offense	Up to \$1000.00
Second Offense	Up to \$5000.00
Third Offense	Termination of Service

Unless otherwise stated, a 10% late fee shall be charged on all fees, charges, fines, recurring user fees, and penalties which remain unpaid for ten (10) calendar days from the date of the invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees, and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

Disclaimer: The Board of Directors of Garrett County Board of REALTORS®, Inc. reserves the right in its sole discretion to amend the Schedule of Fees, Charges, Fines, and Penalties from time to time prior written notice to any authorized subscriber or user.

SmartCard User's Signature (Acknowledging Receipt)

Date

Print Name

Adopted January 7, 2009