



New Primary Association Office with MLS Membership

MLS Membership is under the broker so the broker must join, then agents under the broker can join. Agents not wanting to join can be waived.

Primary Association Membership with MLS includes:

- Can attend CBRAR association events such as General Membership Meetings, Awards/Honor Society Banquet, Installation of Officers Events, Education Events, Social Events.
- Can serve on the CBRAR Board of Directors (Association)
- Can serve on the CBRAR Property Services Board (MLS)
- Can serve on Committees

Primary Association Members with MLS Service pay annual dues to the National Association of REALTORS® (NAR), Virginia Association of REALTOR® (VR) and Chesapeake Bay & Rivers Association of REALTORS®. They also pay quarterly MLS fees.

Please supply the following information and complete the following forms. Email application to cbrarmls@cbrar.com or fax to 804-776-0270.

- New Firm Application
- Agreement to Participate form
- Add Form for the broker and all agents wanting to join
- MLS Subscription Waiver form for agents not interested in joining our MLS (agent must be a member of another association and MLS.
- Office Support Staff form (staff access is invoiced to the broker)
- Lockbox Broker User Agreement form
- Supra Lockbox Broker Request form
- SentriLock Agreement
- Letter of Good Standing from the Primary Associations of the brokers and agents wanting to join (if currently an active member with another association)
- Office Roster

CBRAR uses the SentiLock/**SentiKey** system with no charge to CBRAR MLS members. The SentiLock Real Estate App is available on your Google Play or Apple Store. CBRAR and CVR have a reciprocity agreement so your CBRAR ekey will work on CVR lockboxes. Agents who have their SentiLock through Williamsburg will need to set up an account with CBRAR, then add their CBRAR account to their current SentiLock app by clicking on their profile and select Add An Account. You will be able to toggle between CBRAR and Williamsburg lockboxes.

Please call or email CBRAR for Association Dues and MLS Fees amounts.

New Member Invoices will be available for payment after agent's application has been processed. You will receive an email stating the availability of the invoices and instructions on how to pay.

NOTE: Your broker under the office your license hangs must be CBRAR MLS Member in order for you to be able to join.

CBRAR uses the Supra Lockbox system. Please contact CBRAR at cbrarmis@cbrar.com or 804-776-0568 for information on getting a CBRAR eKey. There is no charge for a CBRAR eKey.

Please call or email questions to cbrarmis@cbrar.com or 804-776-0568.

CBRAR Property Services, Inc.
Multiple Listing Service
6814 Teagle Lane, Gloucester, Virginia 23061

This Company, _____, agrees to participate in the Chesapeake Bay & Rivers Association of REALTORS®, Inc., Multiple Listing Service starting _____, 20____ There are _____ (number) licenses on file with the company. I hereby acknowledge and agree to the following terms and conditions of this Agreement:

1. Pay a one time non-refundable participation fee for ~~\$1,000.00~~. \$750.00
2. All participating agents with CBRAR-MLS must hold "Active Licensees" (as defined in the Operating Rules and Regulations) and CBRAR-MLS must have a copy of those licenses.
3. The company is responsible for full and total payment of a \$51.00 month MLS user fee for each agent, due quarterly at \$153.00 a quarter.
4. The company is responsible for full and total payment of each MLS subscription for each agent that subscribes at a cost of current price per book plus tax, due quarterly.
5. Furnish the CBRAR-MLS Committee a complete roster of licensees on file with the company.
7. To hold the Chesapeake Bay & Rivers Association of REALTORS® and Corelogic, blameless for any errors, omissions, withdrawal without notice or any other action.
8. Increase the number of agents accessing the MLS and subscribing to the book at any time during the term of this Agreement; and that any such increase shall remain in effect until such time as the appropriate forms are submitted to the CBRAR-MLS to delete or waiver (as defined in the Operating Rules and Regulations) the agent's access or subscription to the Service.

I confirm that I currently, and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS. I further agree to abide by the Operating Rules and Regulations of the Chesapeake Bay & Rivers Association of REALTORS®, Inc. Multiple Listing Service and to be bound by the Code of Ethics of the National Association of REALTORS® on the same terms and conditions as the Chesapeake Bay & Rivers Association of REALTORS® members, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the National Association of REALTORS® and the Chesapeake Bay & Rivers Association of REALTORS®. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed. I acknowledge receipt of the CBRAR-MLS Operating Rules and Regulations.

Signed _____
Participating Broker

Date _____

Company Address

Phone

Fax

CBRAR Multiple Listing Service New User Add Form

****Agent will not be added until DPOR License shows agent registered with office****

FIRM # _____

DATE _____

FIRM NAME _____

ADDRESS _____

Agent Name _____ Lic.# _____

Choose a password _____ (at least 3 characters) Contact phone# _____

Agent email _____

Section I. Please check one of the options below:

____ Agent is a member of the _____ Association of REALTORS®. A letter of Good Standing from agent's primary REALTOR® association must accompany this application if agent is not a member of CBRAR.

____ Agent is joining the Chesapeake Bay & Rivers Association of REALTORS®. CBRAR Membership Application, dues and application fee must accompany this application.

Section II. Requires Applicant Signature.

I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules and other obligations of participation including payment of fees. I confirm that I currently and will on a continual and ongoing basis in the operation of my real estate business activities, actively endeavor to list real property of the type filed with the MLS and/or accept offers of cooperation and compensation made by other Participants through the MLS. I agree that I must continue to engage in such activities during my participation in the MLS. I acknowledge that failure to abide by these conditions of participation on an ongoing basis may result in potential suspension or termination of MLS participatory rights after a hearing in accordance with the MLS's established procedures.

Applicant's Signature: _____ Date: _____

Section III. Please Have Your Broker Complete:

I, _____, the broker of the above named office, hereby register the REALTOR® listed above as an authorized user of CBRAR Property Services, Inc. MLS under my membership. I understand the following:

1. My firm is responsible for CBRAR MLS fees and fines incurred by this user.
2. I am responsible for ensuring that this user complies with CBRAR MLS policies and the CBRAR MLS Rules and Regulations.
3. CBRAR Property Services, Inc. Board of Directors reserves the right to deny or revoke CBRAR MLS for any person.
4. The user will continue to be able to use CBRAR MLS and incur fees until and unless I cancel their registration or the CBRAR Property Services Board of Directors revokes their MLS privileges.
5. Non-registered licenses and support staff may not use CBRAR MLS in any way unless properly registered with CBRAR as support staff, and they must use it solely to assist their employer.
6. If any non-registered person uses the MLS in any way through my membership, my firm is responsible for fees applied retroactively from the date of first use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established). My firm is also subject to penalties including, but not limited to, a fine not to exceed \$2,500.00 as determined by the CBRAR MLS Board of Directors.

Broker's Signature

Date

CBRAR PROPERTY SERVICES, INC.

**CBRAR APPLICATION FORM FOR WAIVER OF CBRAR MLS
SUBSCRIBER
FEES FOR AFFILIATED LICENSED REALTORS® OR APPRAISERS**

The individual(s) named in Broker MLS Waiver Certification Form ("Waiver Applicant(s)") shall be exempt from payment of the Chesapeake Bay and Rivers Multiple Listing Service, Inc. ("CBRARMLS") MLS Subscriber fee so long as such Waiver Applicant(s) currently satisfies and continues to satisfy ALL of the following requirements:

1. Waiver Applicant is NOT a listing agent for any active listing included in the CBRAR MLS;
2. Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the CBRAR MLS;
3. Waiver Applicant does NOT directly or indirectly access or use in any manner whatsoever the listing information stored in the CBRAR MLS. Such access and use includes, but is not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the CBRAR MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information from the CBRAR MLS; and
4. Waiver Applicant does NOT use, directly or indirectly, in any manner whatsoever information from the CBRAR MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees and does not participate in listing or sales activity requiring licensure for any properties listed in the CBRAR MLS.

CERTIFICATION BY WAIVER APPLICANT'S MLS PARTICIPANT/ DESIGNATED BROKER

I certify that the Waiver Applicant(s) named herein on Broker MLS Waiver Certification Form is/are affiliated with me and meet ALL of the above requirements, and therefore is/are eligible for a waiver of each Waiver Applicant's CBRAR MLS Subscriber fee. I understand that I will need to supply an additional signed Broker MLS Waiver Certification for any future Waiver Applicants. Further, I agree to notify CBRAR within 10 calendar days if any Waiver Applicant remains affiliated with me but has become ineligible for a waiver of the fee. Simultaneously with such notice to CBRAR MLS, I will either (i) sever the agent from this office, or (ii) inform the agent that said agent must subscribe to CBRAR MLS within 3 business days of the notification to CBRAR MLS. Such affirmative notice to CBRAR MLS, and the subsequent completion of (i) or (ii) above, shall not constitute a breach of this agreement and shall therefore not incur the penalties described below.

I understand that any violation of the conditions of this waiver will result in automatic revocation of this waiver for the individual Waiver Applicant. I agree to pay any and all CBRAR MLS Subscriber fees, retroactive to the beginning of the current billing year for each Waiver Applicant that has had his or her waiver revoked, within 10 calendar days after the Waiver Applicant becomes ineligible for a waiver of the CBRAR MLS Subscriber fee. I acknowledge that non-payment of the fee(s), by the due date, as indicated on the associated invoice from CBRAR MLS, will result in the CBRAR MLS access for myself and all Subscribers associated under my CBRAR MLS participation being suspended until such time as all fees have been satisfied.

Signature of MLS Participant/ Designated Broker Printed Name of MLS Participant/ Designated Broker Date

Print Company Name Office Broker Code

A waiver becomes effective immediately upon receipt and processing by CBRAR MLS of a properly completed application form provided the Applicant satisfies all requirements listed above. Approved waivers shall remain in effect until the applicant becomes an active subscriber, changes brokerages, or subsequently fails to satisfy any of the waiver requirements. Applicant will be notified by CBRAR MLS if this application is not approved.

Broker MLS Waiver Certification

Participant/Designated Broker certifies that the following real estate and appraiser licensees meet all the requirements for receiving a CBRAR MLS fee waiver as described herein:

	Applicant Name	Waiver Applicant MLS Affiliation	Real Estate License.#
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
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10.			
11.			
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13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Attach additional sheets as necessary.

Signature of Designated Certifying Broker

Printed Name of Designated Certifying Broker

Print Company Name

Office ID

Date

CBRAR Multiple Listing Service Support Staff Add/Delete Form

Email to: cbrarmls@cbrar.com or

Fax to: 804-776-0270

Section I: Complete this Section to Register Support Staff

FIRM # _____

DATE _____

FIRM NAME _____

ADDRESS _____

Staff/Assistant's Name _____ Contact phone# _____

Choose a password _____ (at least 3 characters) Staff/Assistant's Email Address _____

Staff/Assistant's email address: _____

____ User is to be added as Office Staff

____ User is to be added as Personal Assistant to: _____

I agree as a condition of participation in the CBRAR MLS to abide by all relevant bylaws, rules and other obligations of participation.

Staff Person's Signature

Date

I hereby request CBRAR Property Services, Inc. to register the above-named individual. I certify that the above individual is employed by our firm or is employed by a licensee affiliated with our firm. I realize that I am responsible for limiting the use of the information by the above-named individual to help a CBRAR MLS subscriber who is affiliated with our firm and that I may not allow the person access to the information for their own personal use. I understand that access to the CBRAR MLS is limited to those users who are registered with CBRAR Property Services, Inc. Furthermore, I agree to notify CBRAR Property Services, Inc. at such time the individual is no longer affiliated with our firm. I understand the following:

1. I am responsible for ensuring that this user complies with CBRAR MLS polices and the CBRAR MLS Rules and Regulations.
2. CBRAR Property Services, Inc. Board of Directors reserves the right to deny or revoke CBRAR MLS Services for any person
3. Non-registered licenses and support staff may not use CBRAR MLS in any way unless properly registered with CBRAR as support staff, and they must use it solely to assist their employer.
4. If any non-registered person uses the MLS in any way through my membership, my firm is responsible for fees applied retroactively from the date of the fist use by the person (or from the beginning of the year of first use if the exact date of first use cannot be established). My firm is also subject to penalties including, but not limited to, a fine not to exceed \$1,000.00 as determined by the CBRAR MLS Board of Directors.

Broker's Signature

Date

Section II: Complete this Section to Cancel Support Staff Access:

FIRM # _____

DATE _____

Office Name: _____

User Name: _____

Broker's Signature

Date

CBRAR MLS Property Services, Inc. Lockbox Designated Broker User Agreement

This agreement is made and entered into _____ (date), by and between CBRAR MLS Property Services, Inc, the Designated Broker of record and/or transfers signing this document on behalf of the Company. It is understood if the Designated Broker signing this agreement changes, this agreement will transfer automatically to the new Designated Broker of record.

Designated Broker Name

Company Name

Office Number(s)

Lockboxes are leased by the Designated Broker from CBRAR MLS Property Services, Inc. at no charge.

The Designated Broker will need to email or fax a CBRAR MLS Supra Lockbox Request Form at least 24 hours in advance to request lockboxes. The Designated Broker may give permission on the form if they would like for someone to pick up the boxes for them. Lockboxes not picked up within 7 days of the request will be transferred back to CBRAR MLS inventory and a new request from the Designated Broker will be required.

The Designated Broker understands that the lockboxes are the property of CBRAR MLS and the Designated Broker will be responsible for the lockboxes. **The Designated Broker assumes full responsibility for the cost of replacing lost lockboxes.**

A lost/stolen or damaged lockbox must be reported to CBRAR MLS as soon as possible. The Designated Broker will be charged an amount equal to CBRAR MLS's replacement cost plus an administration fee for the lost/stolen or damaged lockbox. If a previously lost or stolen lockbox is found within 90 days, the Designated Broker will be refunded the cost paid for the lockbox. If a damaged or defective lockbox is not returned to the association office and the Designated Broker, agent or office disposes of it, the Designated Broker will be charged for replacement costs for the box.

If a lockbox is defective and has to be cut off a listing the Designated Broker must bring the lockbox back to CBRAR MLS within 30 days so that it may be sent back to Supra for replacement.

Lockboxes must be returned to CBRAR MLS within 15 days upon termination of service for any reason. Failure to return the lockboxes will result in the Designated Broker being charged all costs associated with replacement of the lockboxes.

Lockbox Fees and Penalties: The Designated Broker will pay any fees associated with the lockbox service within 20 days of being invoiced by CBRAR MLS. Service charges due to late payment will be 10% of the total unpaid invoice and applied on the 21st day of being invoiced.

If the Designated Broker fails to pay CBRAR MLS by the 30th day of being invoiced, CBRAR MLS will deactivate and terminate all of the Designated Broker's and their Agent's XpressKey or eKey and access to CBRAR MLS lockbox service until the Designated Broker has paid the total amounts due.

If such costs and unpaid fees are not paid within 60 days of the billing date, CBRAR MLS shall have the right to file suit against the Designated Broker for the full amount due plus statutory interest, court costs, attorney's fees, other costs of litigation and suspend MLS service of the Designated Broker.

Lockbox Audit: CBRAR MLS will audit the lockbox inventory annually. The Designated Broker agrees to respond within 14 days to requests for written certification of possession of CBRAR MLS-owned lockboxes leased by the Designated Broker.

Audit inventory requests not received from the Designated Broker within 14 days will result in the lockboxes being marked as lost/stolen and the Designated Broker will be invoiced replacement costs for the boxes.

CBRAR MLS may at its discretion request the Designated Broker to return lockboxes for redistribution or maintenance. Designated Broker agrees to return lockboxes to CBRAR MLS at the Designated Broker's expense within 14 days of receipt of request from CBRAR MLS.

Indemnification: Designated Broker agrees to indemnify and hold CBRAR MLS Property Services, Inc., Chesapeake Bay & Rivers Association of REALTORS® and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against CBRAR MLS resulting from loss, use or misuse of the CBRAR MLS Supra Lockbox System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by Designated Broker as a result of damage to property or injury to persons arising out of entry by any person into any premises by use of the CBRAR MLS Supra Lockbox System.

Company Name: _____

Signature of Designated Broker

Date

Signature of CBRAR MLS Property Services, Inc COE or Staff

Date

CBRAR Property Services, Inc.
CBRAR MLS Lockbox Request Form

I request _____ CBRAR MLS Supra lockboxes to supplement the additional active and pending listings now held by my company. I understand that the additional lockboxes fall under the CBRAR Property Services, Inc. Lockbox Broker User Agreement signed by me.

Date of Request: _____ Office Number: _____

Company Name: _____
(Please Print)

Designated Broker Name: _____
(Please Print)

Designated Broker Signature: _____

Boxes may only be picked up by the Broker or by someone designated by the Broker in advance.

Broker designates _____ to pick up lockboxes for this request.

Note: Fax 804-776-0270 or email cbrarmls@cbrar.com this form. Your request will be processed and if current listing inventory warrants the issue of additional boxes, your office will be notified. Boxes may only be picked up by the Designated Broker, or by someone designated by the Designated Broker in advance.

CBRAR Use Only:

Date: _____

Current lockbox inventory: _____

of additional boxes to be issued: _____

Total boxes now assigned: _____

Staff initials: _____

CBRAR Property Services, Inc. (CBRAR MLS)
SENTRILOCK/SENTRIKEY® AUTHORIZED USER AGREEMENT (“Agreement”)

Upon acceptance of this AUTHORIZED USER AGREEMENT (the “Agreement”) this Agreement will govern my right, as the Authorized Participant/User, to use the Lockbox System as hereinafter defined.

CBRAR Property Services, Inc. (CBRAR MLS) and SentiLock, LLC (“SentiLock”) have contracted under separate agreement for lockbox services, namely SentiGuard™ Lockbox Series System (“Lockbox System”). The Lockbox System includes the SentiGuard™ Lockbox (“Lockbox”) and access to SentiKey® and SentiConnect® apps for management of the Lockbox access and administration. CBRAR MLS will offer the Lockbox Services to active Participants (Brokers) and Subscribers (Agents) of the CBRAR MLS. The parties agree as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox CBRAR MLS provides to and registers to Authorized Participant in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other CBRAR MLS approved Authorized User within the terms and conditions set forth in this Agreement.
2. **OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of CBRAR MLS. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
3. **TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of CBRAR MLS’s master agreement with SentiLock; (2) the Authorized User or Participant terminates participation with CBRAR MLS; (3) CBRAR MLS terminates this Agreement as provided in Section 9; or (4) the Authorized Participant/ User terminates this Agreement with written notice to CBRAR MLS. Upon termination of this Agreement for any reason, Authorized Participant/User shall surrender his/her usage of the Lockbox System immediately and return all Lockboxes to Participant or CBRAR MLS in good condition. Authorized Participant shall reimburse CBRAR MLS for the cost of any damaged or lost Lockboxes, including any applicable shipping charges.
4. **PAYMENT:** CBRAR MLS shall invoice the Authorized User for Lockbox/ Key Services in accordance with CBRAR MLS’s billing policy. A User Fee for use of the Lockbox System as determined by the CBRAR MLS Board of Directors, will be included in your Quarterly MLS Access Fee. If Authorized User fails to pay the MLS Quarterly Access Fee by the due date, CBRAR MLS or SentiLock 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.
5. **LICENSE:** Authorized User acknowledges that the Lockbox System and the Lockbox are the sole property of SentiLock and CBRAR MLS. Authorized User acknowledges that the System is a work in which SentiLock has patent, copyright and trademark rights and that the license to CBRAR MLS is for the purpose of facilitating its members’ ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the System or any portion or element thereof. Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Lockboxes. Any Lockbox registered to Authorized Participant by CBRAR MLS under this Agreement shall be returned as required by SentiLock or CBRAR MLS. CBRAR MLS may, at its discretion, require Authorized Participants to replace the SentiLock Lockboxes with replacement SentiLock lockboxes compatible with the system.
6. **LOSS AND DAMAGE:** Authorized Participant assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized Participant under this Agreement which shall continue in full force and effect. In the event any Lockbox is damaged, Authorized Participant shall return the damaged Lockbox to CBRAR MLS who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, Authorized Participant shall reimburse CBRAR MLS for any costs incurred in connection with the repair or replacement of the Lockbox. If a Lockbox is lost or stolen, or if in the reasonable judgment of CBRAR MLS, a Lockbox is destroyed or damaged beyond repair, Authorized Participant will pay CBRAR MLS the total current replacement cost including applicable shipping costs.
7. **AUDIT/INSPECTION:** From time to time, CBRAR MLS may conduct a full audit requiring Authorized Participant to verify the then-current location of all Lockboxes. Authorized Participant agrees to fully cooperate with such audits. CBRAR MLS shall, at any and all times, have the right to go to any property where a Lockbox is located for the purpose of inspecting the same or observing its use. Authorized Participant shall give CBRAR MLS immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever CBRAR MLS requests, advise CBRAR MLS of the exact location of each Lockbox. In the event a Lockbox cannot be accounted for, CBRAR MLS reserves the right to assess a replacement cost of the box, including any applicable shipping cost, to the Authorized Participant. Lockboxes owned or leased by CBRAR MLS can be recalled at any time, whatsoever with notice to Authorized Participant. If Authorized Participant fails to return Lockboxes as indicated in the notice, CBRAR MLS reserves the right to assess the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Authorized Participant.
8. **DISCLAIMER OF WARRANTIES:** CBRAR MLS is not the manufacturer, supplier or dealer of or in the Lockbox System. Accordingly, CBRAR MLS makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. CBRAR MLS further disclaims any liability for loss, damage, or injury to Authorized User or third parties as a result of

any defects, latent or otherwise, in the Lockbox System, whether arising from CBRAR MLS's negligence or application of the laws of strict liability. Authorized User takes possession of any and all Lockboxes issued to it "AS IS".

9. **FAILURE TO COMPLY:** Authorized User agrees to be subject to the disciplinary rules and procedures of CBRAR MLS for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox issued to the Authorized User under this Agreement. CBRAR MLS or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox Service for cause, including but not limited to:

- a. Violation of CBRAR MLS's Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the State Department of Licensing and Regulatory Affairs and the National Association of REALTORS®;
- 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 CBRAR 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 SentiLock 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.

10. **SURRENDER:** Authorized User agrees to return the SentiLock Lockbox within five (5) business days to Participant or CBRAR MLS after occurrence of any of the following events:

- a. Termination as an active Participant or Subscriber of CBRAR MLS;
- b. Termination of Subscriber's association with an active Broker Participant;
- c. Termination of this Agreement under Section 9; or
- d. In the event of the death of the Authorized User, heirs or personal representatives will return the SentiLock Lockbox to CBRAR MLS.

11. **RECIPROCITY:** 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.

12. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold CBRAR 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 CBRAR 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 SentiLock System. The Authorized User shall promptly notify CBRAR MLS of any claim, and cooperate fully with them in defending or settling any claim.

13. **NOTICES:** 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:

CBRAR MLS:

Authorized User/Participant:

CBRAR Property Services, Inc. 6814 Teagle Lane, Gloucester, VA 23061

To the contact information on file at CBRAR MLS.

14. **ASSIGNMENT:** 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 CBRAR MLS.

All rights of CBRAR MLS hereunder may be assigned, pledged, mortgaged, transferred, or

otherwise disposed of, either in whole or in part, without notice to Authorized User. If CBRAR MLS assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by CBRAR MLS hereunder or pursuant to any other agreement between Board/ Association or Authorized User, should there be one, shall excuse performance by Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by CBRAR MLS under the terms of this Agreement. Anything herein contained to the contrary, CBRAR MLS shall not have the right to, and agrees that it will not, include in any such assignment any of CBRAR MLS's rights against vendors, manufacturers or suppliers of any of the Lockboxes.

15. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Virginia. Authorized User acknowledges that by entering into this Agreement, he or she has transacted business in the State of Virginia. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in 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. **PARTIAL INVALIDITY:** 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. ENTIRE AGREEMENT: This written contract expresses the entire agreement between the Authorized Participant/User and CBRAR MLS with respect to the 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 Participant/User.

18. AGREEMENT AND ACKNOWLEDGEMENT: I acknowledge that I have read and agree to comply with CBRAR MLS Rules and Regulations and Lockbox System Policies as may be from time to time amended. A copy of the CBRAR MLS Rules and Regulations and Lockbox System Policies can be found online by logging into www.cbrar.com or at the Board/ Association office.

I understand that violations of CBRAR MLS Rules and Regulations and Lockbox System Policies may result in fines and/or suspension or termination of Lockbox Service.

Name _____

Signature Date _____