



## ELECTRONIC KEY APPLICATION AGREEMENT

This agreement is made and entered into by the Realtors® Association of Northwestern Wisconsin (RANWW), Northwestern Wisconsin Multiple Listing Service, Inc., its agent (NWWMLS) and

\_\_\_\_\_ of \_\_\_\_\_  
(Name) (Company)

### Purpose

RANWW and NWWMLS have access to an electronic key application system through a separate contract with SentiLock, LLC, "SentiLock", a lockbox system. RANWW and NWWMLS agrees to allow access to the User named in this document and on the attached User Acknowledgment, and licenses the use of, an electronic application called SentiKey® and SentiConnect® apps. The receipt of the license for use of the application is acknowledged, which is owned and/or authorized for use by the RANWW. User shall use the application only for gaining authorized entry into real property which is registered for use with the application.

### Eligibility

- A. Brokers/Appraisers/Sales Associates:** All brokers, their sales associates and licensed or certified appraisers, who are a member firm of RANWW or any other Realtor® association participating in the NWWMLS, a wholly owned separately incorporated subsidiary of RANWW.
- B. Home Inspectors:** A Full Affiliate member of RANWW and NWWMLS or any other Realtor® association *who is any one* of the following: licensed home inspector, licensed plumber or plumbing designer, County sanitarian, registered engineer, certified POWTS inspector, certified septage operator, or certified soil tester.
- C. Licensed Drone Operators:** A Full Affiliate member of RANWW who is currently licensed by the Federal Aviation Administration (Remote Pilot Certificate) to operate a registered drone. Licensed Drone Operators must submit a copy of their license\* to RANWW/NWWMLS along with their Electronic Key Application Agreement.
- D. Office Personnel** At the request of the participant and for the sole purpose of managing the application on behalf of the User, their real estate office(s).

### Agreement to Participate

User agrees to participate in RANWW and NWWMLS electronic application system in accordance with the terms herein, and the NWWMLS Rules and Regulations governing the use of the electronic application system and the system equipment, as from time to time amended. User further understands that they are responsible for the security of the application data per the terms set forth in Security of Application detailed in this agreement.

### Terms of Agreement

- A. Brokers/Appraisers/Sales Associates:** The term of this agreement begins on the date of execution and shall be month-to-month for all brokers, their sales associates and licensed or certified appraisers, who are members of RANWW or of a member firm of any other Realtor® association participating in NWWMLS.
- B. Home Inspectors:** The term of the *first year* for User not participating in the NWWMLS shall be from the date of this agreement through December 31 of the next calendar year. After the first year of this agreement,

the renewal date is January 1. Unless there is termination of access, this agreement automatically renews for one (1) year upon payment of an annual invoiced access fee and compliance with other provisions hereof.

- C. Licensed Drone Operators:** A Full Affiliate member of RANWW who is currently licensed by the Federal Aviation Administration (Remote Pilot Certificate) to operate a registered drone. Licensed Drone Operators must submit a copy of their license\* to RANWW/NWWMLS along with their Electronic Cardholder Lease Agreement.
- D. Office Personnel:** The term of this agreement begins on the date of execution and shall be month-to-month for individual specified use the application for the purpose of managing the application at the participant's request.

### Access Fees

**A. Brokers/Appraisers/Sales Associates:**

If User is a broker, sales associates or licensed or certified appraisers participating in NWWMLS access fees are invoiced to the Participant for all Users through the NWWMLS. It is agreed and understood that these fees may be adjusted from time to time.

**B. Home Inspectors, Virtual Tour Photographers and Licensed Drone Operators:**

If User is not a member of the NWWMLS but eligible to use the application, User shall pay an annual access fee. It is agreed and understood that fees may be adjusted from time to time.

Access fees shall be pro-rated on a quarterly basis as follows when the access to the application is first obtained:

April 1-June 30:	access fee shall be 75% of annual access fee
July 1-September 30:	access fee shall be 50% of annual access fee
October 1-December 31:	access fee shall be 25% of annual access fee

Invoices shall be sent to non-MLS Users thirty (30) days before renewal. Invoices are payable in full upon receipt and must be paid on or before the annual renewal date of January 1, *after the first year of issue*.

Failure to pay access fees on or prior to the renewal date will result in deactivation/termination of use of the application. Payments received 15 days or more after due date will require an additional fee of \$30.00. There shall be no refunds for partial service for termination of participation.

- C. Office Personnel:** If User is Office Personnel with access to the application issued at participant's request, annual lease fees are waived.

### User Responsibilities

- A.** Access to the application may not be used by or loaned to anyone other than the individual to whom the access is assigned.
- B.** Any individual who shows a property containing application access must schedule a showing appointment with the listing office, unless specific instructions have been entered into the NWWMLS database indicating no appointment is required.
- C.** Pay required access fees.
- D.** Download the application updates when the same become available.
- E.** Notify RANWW or NWWMLS within 48 hours of any change in company/office affiliation or termination in writing.
- F.** Comply with the rules, regulations and policies of this agreement or as adopted by RANWW and NWWMLS or the NWWMLS from time to time with respect to the application or any other aspect of the electronic application access system.

### Security of Application

- A.** User acknowledges the necessity to maintain security of the application to prevent use by unauthorized persons. Keep your password to the application in User's possession or in a safe place and be accountable to RANWW AND NWWMLS for access to the application.
- B.** Not allow User's password to be readily accessible to others.
- C.** Not disclose User's password to any third party.

- D.** Notify RANWW and NWWMLS by telephone or in writing immediately in case of unauthorized access of the application and the circumstances surrounding such unauthorized access.

**Audit**

Upon request User shall allow access to User's application within 72 hours for inspection at RANWW and NWWMLS office. Unauthorized access to the application shall be deemed to have occurred if User refuses or is unable to allow access to the application to RANWW or NWWMLS. If unauthorized access occurs or is reasonably suspected by RANWW and NWWMLS, User's access to the application will be deactivated immediately.

**Lost or Stolen Password**

Lost or stolen application passwords MUST be reported immediately to RANWW and NWWMLS. An affidavit must be completed by User and filed with RANWW and NWWMLS prior to and as a condition of the reinstatement of access to the application.

**Indemnity**

User shall indemnify RANWW and NWWMLS against, and hold RANWW and NWWMLS harmless from, any and all actions, suits, costs, expenses, damages and liabilities, including attorneys' fees rising out of, connected with, or resulting from the use (or misuse) of application, including without limitation, the delivery, possession, use or loss by anyone other than RANWW and NWWMLS, any unauthorized access or data breach for which User is responsible, or costs incurred by RANWW and NWWMLS in relation to the foregoing.

**Failure to Comply**

Failure to comply to any terms of this agreement shall constitute an event of material default hereunder. In the event of such default, RANWW and NWWMLS have the right to immediately deactivate/terminate access to the application without any liability for hardship to User.

Users allowing the use of, or access to, the application by unauthorized persons or otherwise violating these rules or abusing the system's security will be subject to loss of access to the application, reasonable fines, or both as determined by RANWW or NWWMLS.

User agrees to reimburse RANWW or NWWMLS for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against User as a result of User's failure to act in accordance with this agreement. In the event RANWW or NWWMLS commences legal proceedings against User to enforce or interpret any of the provisions of this agreement, User agrees to pay all costs incurred together with reasonable attorneys' fees as determined by the court both at trial and on any appeal. Participants with Office Personnel application access issued at their request, assume all liability for compliance of their staff.

**Termination of Service**

Use of application shall be revoked forthwith by blocking access thereto upon any one of the following events:

- A.** Termination of eligibility as defined in this agreement.
- B.** Failure of User to perform in accordance with all terms and conditions set forth in this agreement, including, but not limited to, provisions for security set forth in this agreement.
- C.** Failure to pay access fees or fines as provided in this agreement.

**Deletion of Application**

If User becomes ineligible to use the application per terms of eligibility as defined in this agreement, User shall promptly delete the application from his or her mobile and/or other devices. There shall be no refund of access fees paid to RANWW and NWWMLS.

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**USER ACKNOWLEDGEMENT**

I have read this agreement and as User understand and agree to comply with its terms and conditions.

**Date:** \_\_\_\_\_ **User Name:** \_\_\_\_\_  
*(please print)*

**User Signature:** \_\_\_\_\_

**License Number** (broker, licensee, appraiser, home inspector, remote pilot): \_\_\_\_\_

**Licensing Authority** (WI DSPS, FAA): \_\_\_\_\_

\*Licensed Drone Operators must submit a copy of their license with this agreement.

The information requested below is used if you forget your password and must phone in for it. For security reasons, we must know who is calling. If you elect not to provide this information and forget your PIN, you must appear in person at RANWW AND NWWMLS office with a photo ID to obtain your password.

**Place of Birth:** \_\_\_\_\_

**Mother's Maiden Name:** \_\_\_\_\_

For Office Use Only
Date of Authorization: _____
RANWW/NWWMLS Representative:
_____