



# RANWW

Realtors® Association of  
Northwestern Wisconsin

## ELECTRONIC CARDHOLDER LEASE AGREEMENT

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

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

### Purpose

The RANWW and NWW MLS have access to a lockbox system through a separate contract with SentriLock, LLC, a limited liability company. The RANWW and NWW MLS agrees to lease to the Cardholder named in this document and on the attached Cardholder Acknowledgment, and licenses the use of, an electronic device called a SentriCard along with its Personal Identification Number (PIN) and a cardreader. The receipt of the SentriCard is hereby acknowledged along with this license for its use to access SentriLocks, which are owned by the RANWW. Cardholder shall use SentriCard only for gaining authorized entry into real property on which a SentriLock has been installed.

### 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 NWW MLS, a wholly owned separately incorporated subsidiary of RANWW.
- B. Home Inspectors:** A Full Affiliate member of RANWW 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 of copy of their license\* to RANWW/NWWMLS along with their Electronic Cardholder Lease Agreement.
- D. Office Personnel** At the request of the participant and for the sole purpose of managing SentriLock lockboxes on behalf of the SentriLock lockbox participant, their real estate office(s).

### Agreement to Participate

Cardholder agrees to participate in the electronic lockbox system in accordance with the terms herein, and the MLS Rules and Regulations governing the use of the electronic lockbox system and the system equipment, as from time to time amended. Cardholder further understands that they are responsible for the physical security of the SentriCard and cardreader per the terms set forth in Security of SentriCard 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 NWW MLS.
- B. Home Inspectors and Licensed Drone Operators:** The term of the *first year* for Cardholders not participating in the NWW MLS shall be from the date of this agreement through December 31 of the next calendar year. After the first year of lease, 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. Office Personnel:** The term of this agreement begins on the date of execution and shall be month-to-month for individual specified to hold SentriCard for the purpose of managing SentriLock lockboxes at the participant's request.

### Security Deposit

All cardholders, including Office Personnel, agree to pay a \$60 security deposit to the RANWW to secure return of SentriCard and cardreader **to RANWW or NWW MLS**; no interest will be earned by the Cardholder on the deposit. The deposit shall be forfeited if:

- A.** Cardholder fails to return SentriCard and cardreader within ten (10) business days of written request by the NWW MLS for

return of the SentiCard and cardreader OR

- B.** Cardholder fails to be eligible to lease SentiCard and cardreader as defined in this agreement and does not return SentiCard and cardreader within ten (10) business days of becoming ineligible OR
- C.** SentiCard is lost and not replaced.
- D.** Cardreader is lost or damaged beyond normal use and not replaced.

#### **Access Fees**

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

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

**B. Home Inspectors and Licensed Drone Operators:**

If Cardholder is not a member of the NWW MLS but eligible to lease a SentiCard and cardreader, Cardholder 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 SentiCard and cardreader 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 Cardholders thirty (30) days prior to 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 service. 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 cardholder is Office Personnel with a SentiCard issue at participant's request, annual lease fees are waived.

#### **Cardholder Responsibilities**

- A.** SentiCards may not be used by or loaned to anyone other than the individual to whom the SentiCard is assigned.
- B.** Any individual who shows a property containing a SentiLock must schedule a showing appointment with the listing office, unless specific instructions have been entered into the NWW MLS database indicating no appointment is required.
- C.** Pay required access fees.
- D.** Update SentiCard once every eight (8) days.
- E.** Notify the RANWW or NWW MLS 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 the RANWW or NWW MLS from time to time with respect to SentiCard or any other aspect of the electronic lockbox system.

#### **Security of SentiCard and Cardreader**

- A.** Cardholder acknowledges the necessity to maintain security of SentiCard to prevent use by unauthorized persons. Keep SentiCard in Cardholder's possession or in a safe place and be accountable to the NWW MLS for the SentiCard *at all times*.
- B.** Not allow Cardholder's Personal Identification Number (PIN) to be attached to SentiCard or cardreader.
- C.** Not disclose Cardholder's Personal Identification Number (PIN) to any third party.
- D.** Notify the RANWW or NWW MLS immediately in case of loss or theft of SentiCard or cardreader by telephone or in writing and the circumstances surrounding such loss or theft.

#### **Audit**

Upon request Cardholder shall submit SentiCard within 72 hours for inspection at the RANWW or NWW MLS office. SentiCard shall be deemed lost if Cardholder refuses or is unable to demonstrate SentiCard is within Cardholder's physical control. SentiCards considered by the RANWW or NWW MLS to be lost will be deactivated immediately.

#### **Lost or Stolen SentiCards or Cardreaders**

Lost or stolen SentiCards or cardreaders MUST be reported immediately to the RANWW or NWW MLS. An affidavit must be completed by Cardholder and filed with the RANWW or NWW MLS prior to and as a condition of the issuance of a replacement SentiCard or Cardreader. Lost SentiCards will be deactivated immediately.

#### **Replacement SentiCards or Cardreaders**

Should a SentiCard or cardreader malfunction or become lost or damaged through normal use, a replacement will be issued at a cost as determined by RANWW policy, which may be amended from time to time.

**Indemnity**

Cardholder shall indemnify the RANWW and NWW MLS against, and hold the RANWW and NWW MLS 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 of SentiCard, including without limitation, the delivery, possession, use or loss by anyone other than the RANWW or NWW MLS or costs incurred in the recovery of the SentiCard.

**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, the RANWW and NWW MLS have the right to immediately deactivate/terminate access to the system without any liability for hardship to Cardholder.

Cardholders allowing the use of SentiCard by unauthorized persons or otherwise violating these rules or abusing the system's security will be subject to loss of access to the system, reasonable fines, or both as determined by the RANWW or NWW MLS. Cardholder agrees to reimburse the RANWW or NWW MLS for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against Cardholder as a result of Cardholder's failure to act in accordance with this agreement. In the event the RANWW or NWW MLS commences legal proceedings against Cardholder to enforce or interpret any of the provisions of this agreement, Cardholder 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 SentiCards issued at their request, assume all liability for compliance of their staff.

**Termination of Service**

Use of SentiCard shall be revoked forthwith by deactivating SentiCard upon any one of the following events:

- A. Termination of eligibility as defined in this agreement.
- B. Failure of Cardholder 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 as provided in this agreement.

**SentiCard and Cardreader Return**

If Cardholder becomes ineligible to lease SentiCard and cardreader per terms of eligibility as defined in this agreement Cardholder shall promptly return SentiCard **and cardreader** to the RANWW or NWW MLS. There shall be no refund of access fees paid to the RANWW or NWW MLS. If SentiCard and cardreader are not returned within ten (10) business days of Cardholder being eligible to lease SentiCard and cardreader per the terms defined within, Cardholder's security deposit is forfeited.

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**CARDHOLDER ACKNOWLEDGEMENT**

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

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

**Cardholder 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 Personal Identification Number (PIN) 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 the RANWW AND NWW MLS office with a photo ID to obtain your PIN.

**Place of Birth:** \_\_\_\_\_ **Driver's License Number:** \_\_\_\_\_

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

For Office Use Only Security Deposit Paid Date: _____ Amount: \$ _____ Check# _____
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