

Santa Maria Association of REALTORS®
MULTIPLE LISTING SERVICE
KEYCARD USAGE AGREEMENT

The Santa Maria Association of Realtors® (SMAOR) through its Multiple Listing Service (MLS) hereby agrees to lease a keycard and its personal “pin”, receipt of which is hereby acknowledged, and licenses its use for access to the Sentrilock keycard system of the Santa Maria Association of Realtors® on the following terms and conditions:

1. Access card holder is hereby granted a revocable license to use the keycard in connection with his/her normal and customary activities while as a real estate agent, under the terms and conditions set forth.
2. **Eligibility.** All MLS Participants and Subscribers are eligible to hold a keycard provided:
 - a. The keycard holder signs a usage agreement with the SMAOR.
 - b. To continue eligibility to use the system, membership with the Santa Ynez MLS must be active and all dues paid.
 - c. Cardholders must comply with all MLS rules relating to lock boxes.
3. **Revocation of Service.** The Participant or subscribers service shall be revoked by deactivating the keycard upon the happening of any of the following events.
 - a. Termination of eligibility as defined in paragraph 2.
 - b. Failure of keycard holder to perform in accordance with all the rules and conditions set forth in this agreement.
 - c. Failure to pay the yearly access fee.
4. **Security of Card.** Cardholder acknowledges that it is necessary to maintain the Security of the card to prevent its use by unauthorized persons and agrees:
 - a. To keep the keycard in keycard holder’s possession or in a safe place at all times and to be accountable to SMAOR for the keycard.
 - b. Not to allow keycard holder’s personal identification number (pin) to be attached to the card, nor disclose it to a third party.
 - c. Not to loan the card to any person, for any purpose, or to permit the card to be used for any purpose by another person.
 - d. To immediately notify the SMAOR of the loss or theft of a keycard.
 - e. To follow all additional rules and regulations as specified in this agreement or as adopted by the SMAOR from time to time.
5. **Audit/Inspection of card.** Upon receipt of written notice, keycard holder shall immediately submit card for inspection at the SMAOR office at a time designated by SMAOR. The keycard shall be deemed lost if a cardholder refuses or is unable to demonstrate that the card is within the cardholder’s physical control. Those cards considered by the SMAOR, at its discretion, to be lost will be deactivated immediately.
6. **Indemnity.** Keycard holder shall indemnify the SMAOR against, and hold SMAOR harmless from, any and all actions, suits, fees, arising out of, connected with, or resulting from the use of the keycard.

7. **Reimbursement.** Cardholder agrees to reimburse the SMAOR for any and all expenses incurred in attempting to enforce or interpret any of the provisions of this agreement.
8. **Cardholder Responsibility.** Each cardholder agrees:
 - a. To view an instructional video prior to being given a keycard.
 - b. To pay the keycard access fee,.
 - c. To immediately notify the SMAOR of any change in company/ office affiliation or termination.
9. **Keycard Access Fee Option:**
Option #1 Seven day access fee of \$20.00.
Option #2 Annual access fee of \$150.00.
10. **Access Fees:** Keyholder shall pay keycard access fee prior to being given a keycard. Upon the renewal it is the keycard holders responsibility to pay the access. Failure to pay this fee will result in the termination of the keycard. There shall be no refunds for partial service periods for those who terminate their participation.
11. **Failure to comply.** Any failure to comply with any of these terms of this agreement shall constitute an event of material default. In the event of such default, the SMAOR has the right to immediately terminate access to the system with out any liability for hardship to the keycard holder.
12. **Violations.** Keycard holders allowing the use of the keycard by an unauthorized person, or otherwise violating these rules or abusing the system's security will be subject to loss of access, fines, or both, as determined by the SMAOR MLS Rules and Regulations.
13. **Warranty.** The SMAOR does not offer any warranty regarding the keycard or key box products.

I have read this agreement, as a keycard holder I understand and agree with its terms and conditions.

Date: _____

Keycard Holder Signature: _____