

August 1, 2007

To all Golden Isles Multiple Listing Service, Inc. Participants and Subscribers:

It is time to renew subscriptions for the use of your SentiLock Smart Cards. The invoices have been sent to each Participant (your Broker). Below is the description of the product you are eligible for as a Participant (broker) or subscriber (MLS member). You may use the Smart Card and purchase lockboxes as a subscriber even if your broker does not participate. Remember this is a voluntary option, but we encourage everyone to participate in the spirit of cooperation with each other.

Annual Fees for Lockboxes: The use of lockboxes and Smart Cards is **not mandatory!** However, if you choose to use a Smart Card, the annual fee is \$84/year payable no later than September 30th (late fee is \$25.00). If this is the first time that you are participating in the program then you must fill out the attached **MLS SentiLock Smart Card Usage Agreement.**

Equipment:

Lockboxes: The use of lockboxes is **not mandatory!** The purchase price of a lockbox is \$72 per lockbox, tax included.

"Smart Card": As a member of the MLS, **it is not mandatory that each agent purchase a SENTRICARD™ smart card.** The Smart Card is designed and manufactured with security and interoperability in mind and based on an operating system that serves as a long term, secure platform for our high-assurance smart card application. This will enable you to use the system and open the lockboxes. **The cost of each card is \$5.00.** Replacements of the Cards will be in \$50 increments for each time a replacement must be made.

THE CARD READER: As a member of the MLS, **it is not mandatory that each office purchase a SENTRICARD™ Card Reader.** The SENTRICARD™ reader comes in two versions and options, depending on the connection to your PC - USB and serial type. If cards are not updated they will not work. The price for the READER will depend on whether you buy an **office or personal** "Smart Card Reader". The lighter READER is best used on a personal computer and for smaller offices that will not experience volume use that larger offices will. Please see the order form for specific order information.

Getting Started:

An order form is attached or can be obtained from the Board Office or online at www.goldenislesrealtors.com under forms and flyers. We are asking that orders be consolidated by office and checks and order forms be turned in at the same time. No order will be counted without accompanying check(s).

Training:

Watch for scheduled times for training. We will attempt to provide non-credit training in the use of the lockboxes and Smart Cards about six times a year. If you have specific needs, do not hesitate to ask the office staff when you pick up your equipment how to use it. Also, the number to SentiLock is on the back of your card in case of emergency. SENTRILOCK website also has excellent information: <http://www.SENTRILOCK.com/products/>

**Thank you,
Jeanie Strickland
Membership and Billing Coordinator**

Lockbox Order Form



For further information, visit <http://sentrilock.com>

Golden Isles Multiple Listing Service, Inc. Lockbox Order Form

One order per Office

Your Firm's Name: _____

Firm Address: _____

Office Phone: _____ Contact Person: _____

Please mail your check to:

Golden Isles Multiple Listing Service, Inc.
7 Glynn Ave., Brunswick, GA 31520

Item	Quantity	Price	Total/Item
Smart Card (required - one for each agent)		5.00	
Replacement card		50.00	
Lockboxes		72.00	
*USB Office Card Reader		94.34	
*USB Personal Card Reader		62.54	
(All prices include GA sales tax where applicable)		Total	

(a check payable to Golden Isles Multiple Listing Service, Inc. must be returned with this order)

Golden Isles Multiple Listing Service, Inc.
MLS SentiLock Smart Card Usage Agreement

IT IS HEREBY AGREED by and between the Golden Isles Multiple Listing Service, Inc. and the MLS Subscriber _____ whose SentiLock Card Number starting with A00 _____ that Subscriber may access the MLS and Lockbox services provided by the MLS under the following terms and conditions, Usage Standards and Rules and Regulations of the Service.

1. **Representation:** Subscriber warrants as of the date of this agreement that he/she is licensed by the state of Georgia as a real estate broker, real estate salesperson, real estate appraiser or real estate appraiser trainee, who is or is affiliated with the MLS Participant in good standing and will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer a MLS Subscriber in good standing or affiliated with the MLS Participant in good standing, Subscriber agrees to notify the MLS.
2. **Usage & Definition:** MLS will issue a MLS User login ID and SentiLock Smart Card to Subscriber. Issuance of the MLS User Login ID will entitle Subscriber to (1) access and use the MLS system through a system-compatible computer using an internet connection provided by the Subscriber and (2) obtain a SentiLock Smart Card that can be used to access SentiLock electronic lockboxes located on listed properties. *The MLS User Login ID and SentiLock Smart Card is provided exclusively for the individual use of Subscriber and **may not be shared** with or used by any other individual.*

Subscriber agrees that a lockbox is a container affixed to property as a device to gain access to the property being marketed by a Participant in the Multiple Listing Service (MLS). Participants in the MLS or their Subscribers are authorized under certain conditions to open these lockboxes under terms specified by the listing broker. **Participants and their Subscribers, functioning as agents of potential purchasers, must contact the listing broker to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the listing broker.**

3. **Fee:** Subscriber agrees to pay for the SentiLock Smart Card and an MLS Technology Fee for use of the MLS System and SentiLock Smart Card, Card Reader, applicable software. The MLS Technology is payable according to the following schedule:

- Annually: \$84.00 (Due and payable upon receipt of billing August 1st of each year)

Lockboxes are sold separately and are changed in addition to the annual fee. The cost to purchase lockboxes may vary from time to time and is the sole responsibility of the Subscriber.

4. **Receipt of Equipment:** Subscriber acknowledges receipt of the following equipment from the MLS:
 - One SentiLock Smart Card – Serial # _____
 - _____ Card Reader(s) @ \$ _____ for a total of \$ _____
5. **Smart Card Update:** Subscriber acknowledges that the Smart Card must be updated at regular intervals of seven (7) days by placing the Smart Card in a MLS approved Card Reader or by other authorized method.
6. **Term of Agreement:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:
 - a. Termination of Subscriber as an MLS Subscriber for any reason including, but not limited to, non-payment and license termination
 - b. Termination of Subscriber's association with MLS or his/her local Association of REALTORS® for any reason
 - c. Failure of the Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security outlined in Paragraph 7.
 - d. Subscriber acknowledges that by signing this Agreement, h/she is granted a license to use the MLS systems, SentiLock Smart Card and Card Reader, applicable software and lockboxes under the terms of this agreement.

7. **Security:** Subscriber acknowledges that it is necessary to maintain security of the Smart Card and Lock Box system to prevent its use by unauthorized persons. Subscriber agrees:
 - a. To keep the Smart Card in Subscriber's possession or in a safe place at all times
 - b. Not allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Smart Card
 - c. Not to duplicate the Smart Card or allow any person to do so
 - d. Not assign, transfer, or pledge the rights of the Smart Card or Card Reader
 - e. To notify the MLS immediately of the loss or theft of a Smart Card
 - f. To follow the guidelines as outlined in the Lockbox Usage Standards Sheet
 - g. To recognize the responsibility to ensure the security of properties accessed through the use of a Lockbox.
8. **Replacement Smart Cards:** If the original issued Smart Card is lost or stolen, and the loss or theft has been immediately reported to MLS, a replacement Smart Card will be issued to the Subscriber upon written notice and payment of a \$50.00 replacement Smart Card fee for the first card and \$100.00 for every replacement smart card needed thereafter.
9. **Disciplinary Action:** Subscriber agrees to be subject to the disciplinary rules and procedures of the Golden Isles Association of Realtors® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of MLS Access, the Smart Card, Card Reader and Subscriber's right to be issued a Smart Card or Card Reader. No referral to the Golden Isles Association of Realtors® Professional Standards Committee is required for termination of services for failure to pay required fees.
10. **Indemnification:** Subscriber agrees to indemnify and hold MLS and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MLS resulting from the loss, use or misuse of the MLS or SentiLock 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.
11. **Reimbursement:** Subscriber agrees that in the event MLS shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, Subscriber, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MLS may be entitled.
12. **Authorization:** Subscriber will secure authorization from the owner in possession of any property listed for sale prior to the installation and use of a Lock Box on such property. Subscriber agrees that extreme care shall be taken by Subscriber to ensure that the Lock Box and all doors or any property entered by Subscriber through the use of the Smart Card shall be locked when Subscriber leaves the property.
13. **Ownership of MLS Compilation and Copyrights:** Subscriber acknowledges that the act of submitting any property listing data, supporting documents, photographs or line drawings to the MLS represents that he/she has been authorized to grant and also thereby does grant authority for MLS to include such information into its copyrighted MLS compilation and any statistical reports. All information stored in the MLS System including but not limited to real property listing data, photographs, real property parcel data, HUD/VA data agent and office information (the "MLS Compilation"), is owned or leased by MLS as part of the copyrighted MLS Compilation. Subscriber agrees to use the MLS Compilation only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with the Golden Isles Multiple Listing Service, Inc. Rules and Regulations, policies and procedures. Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the MLS Compilation, except as permitted in the Rules and Regulations.
14. **Additional Terms and Conditions:** Subscriber agrees to the terms as outlined in this Agreement. Upon termination of this Agreement as specified in Paragraph 6, Subscriber agrees to immediately cease using the Smart Card, Card Reader and any applicable Software. This written contract represents the entire agreement between participants. This Agreement supersedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.

Subscriber

Printed Name: _____

Signature: _____

Date: _____