



IT IS HEREBY AGREED BETWEEN THE MIDDLE TENNESSEE ASSOCIATION OF REALTORS® AND MTAR BROKER

(Name of BROKER of RECORD and FIRM)

AND MTAR MEMBER BROKER'S LICENSEE (Agent)

(Name of AGENT)

1. SMART CARD RECEIPT: MTAR Member Broker and Agent acknowledge receipt of a Sentrilock Smart Card from MTAR.
2. TITLE TO SMART CARD: MTAR Member Broker and Agent acknowledge that the Smart Card shall be the sole property of Sentrilock and shall be returned as required by Sentrilock or MTAR.
3. CARD EXCHANGE BY SENTRILOCK OR MTAR: Sentrilock may at its discretion require MTAR to replace the Smart Cards used by MTAR and its Authorized Users with replacement cards compatible with the system. Sentrilock shall make the exchange of Smart Cards at no cost to MTAR unless the exchange is necessary due to Customer negligence.
4. CURRENT UPDATE: Agent acknowledges that the Smart Card has an update and that this code expires at regular intervals determined by MTAR, prohibiting further use of the Smart Card until a new update is obtained from Sentrilock or MTAR by placing the Smart Card in a Card Reader or by another authorized method.
5. TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates Membership with MTAR and returns the Smart Card to MTAR.
6. RETURN OF SMART CARD: MTAR Member Broker and Agent agree to return the Smart Card within 48 hours of receipt of a request to do so by MTAR or Sentrilock or within five working days after occurrence of any of the following events:
  - a. Termination of a MTAR Member Broker as a MTAR Member Broker in MTAR and/or RealTracs.
  - b. Termination of Agent's association with said MTAR Member Broker for any reason.
  - c. Failure of the MTAR Member Broker/Agent to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provision for security in paragraph 7 below.
  - d. In the event of the death of the MTAR Member Broker/Agent, heirs or personal representatives will surrender the Smart Card to MTAR.
7. SECURITY OF SMART CARDS: MTAR Member Broker and Agent acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
  - a. To keep Smart Card in Agent's possession or in a safe place at all times.
  - b. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her personal identification number (PIN).
  - c. **TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON. USER ACKNOWLEDGES THAT LOANING MY/BORROWING SOMEONE'S CARD WILL RESULT IN A \$150 FINE AND/OR SUSPENSION OF SERVICE.**
  - d. To not duplicate the Smart Card or allow any person to do so.
  - e. To not assign, transfer or pledge the rights of the Smart Card.
  - f. To notify MTAR within three days of the loss or theft of a Smart Card. The MTAR Member Broker/Agent shall sign and deliver a statement to MTAR with respect to the circumstances surrounding the loss or theft. MTAR shall charge for the replacement of Smart Cards either lost or damaged.
8. REPLACEMENT SMART CARDS: Replacement Smart Cards will be issued to Agents who:
  - a. Have complied with this Agreement and the policies and procedures of MTAR with respect to the Sentrilock System.
  - b. Pay a fee and/or deposit specified by MTAR to replace a Smart Card lost, stolen, damaged or defective.
9. DISCIPLINARY ACTION: MTAR Member Broker and Agent agree to be subject to the disciplinary rules and procedures of the MTAR Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the MTAR Member Broker or Agent's right to be issued a Smart Card.

10. **INDEMNIFICATION:** MTAR Member broker and Agent agree to indemnify and hold MTAR and all of its respective officers, directors, and employees harmless from any and all loss, costs, expense, claims or demands whatsoever by or against MTAR resulting from loss, use or misuse of the Sentrilock 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 person arising out of entry by any person into any premises by use of the Sentrilock System.
11. **REIMBURSEMENT:** MTAR Member Broker and Agent agree that, in the event that MTAR shall prevail in any legal action brought by or against the MTAR Member Broker/Agent to enforce the terms of this Agreement, the MTAR Member Broker/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules MTAR may be entitled.
12. **GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Tennessee, and venue shall be the county in which the MTAR Member Broker and/or Agent reside.
13. **PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.
14. **DISCLOSURE TO CLIENTS:** The MTAR Member Broker/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is inputted to RealTracs/MTAR, reflecting that a lockbox has been authorized by the seller.
15. **MTAR MEMBER BROKER'S RESPONSIBILITIES:**
  - a. MTAR Member Broker warrants that MTAR Member Broker is both a licensed real estate broker and Member in Good Standing with MTAR.
  - b. MTAR Member Broker warrants that Agent possesses a real estate license and is in fact associated with MTAR Member Broker in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MTAR Member Broker.
  - c. MTAR Member Broker agrees to enforce the terms of the Agreement with respect to any Agent associated with his firm and understands that he/she is not relived of any responsibility or obligation by the mere fact of such disassociation with Agent.
  - d. MTAR Member Broker agrees to notify MTAR immediately, in writing, should the MTAR Member Broker and Agent terminate their relationship or should the Agent's license be transferred.
  - e. MTAR Member Broker agrees to take all responsible means to obtain Agent's SmartCard or cause Agent to return SmartCard to MTAR. The MTAR Member Broker will continue to be charged a service fee for the disassociated subscriber for the next billing cycle after the card is returned. If an Agent does not return the Smart Card, MTAR Member Broker agrees to furnish MTAR with copies of written correspondence of all attempts made to obtain SmartCard.
  - f. MTAR Member Broker agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of this Sentrilock SmartCard User Agreement may result in the loss of MTAR SmartCard privileges and, further, could cause MTAR to recall all Smart Cards issued to the MTAR Member Broker and the MTAR Member Broker's Agents.
16. **ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT.** This written contract expresses the entire agreement between MTAR Member Brokers, Agents, and MTAR with respect to Sentrilock Smart Cards. 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 MTAR Member Broker or Agent.

**TO BE COMPLETED BY MTAR STAFF:**

Dated: \_\_\_\_\_ By: \_\_\_\_\_ of MTAR  
 MTAR Service Agreement Term – FROM \_\_\_\_\_, 202\_\_\_\_ TO August 31, \_\_\_\_\_  
 Paid Amount \$ \_\_\_\_\_ for service agreement term. Payment Method: \_\_\_\_\_

**TO BE COMPLETED BY AGENT:**

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Username: \_\_\_\_\_ Password: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
 RealTracs ID Number: \_\_\_\_\_  
 Agent Signature: \_\_\_\_\_