

Rules and Regulations
Electronic Lockbox System
Greater Lakes Association of REALTORS®
approved by NAR 7/2010
revised 3/20/2016
revised 6/1/2017
Approved by NAR 7/21/2017
revised 6/19/2023

The Electronic Lockbox System is a core service of the Greater Lakes Association of REALTORS®. Sentrilock is the vendor for the lockbox system. The Association has adopted the following electronic Lockbox System Rules to be administered by the Association:

User acknowledges that the user has read, understands, and agrees, as a condition of the Association agreement, to be bound by the Lockbox Rules and Regulations governing the operation of the lockbox systems.

The lockboxes are issued to the member office; inventory must be accounted for and maintained by each broker. The number of lockboxes issued is dependent upon the number of active residential listings.

Not at any one time shall the office have in its inventory of electronic lockboxes more than 110% of the total active residential listings for the firm. Excessive inventory will be turned over to the Association.

Sentrikey App Eligibility

The lockbox system is a core service of the Association, every REALTOR®, every non-principal broker, sales licensee, and licensed or certified Appraiser shall be eligible to use the Sentrikey App subject to their execution of the completed agreement with the Association. (NAR request 7/21/2017)

The following are also eligible for application to use the Sentrikey App subject to approval of their completed agreement:

- 1. Affiliates who are members in good standing of the Association may be eligible subject to approval of their application. (Fee assessed.)
- 2. Unlicensed REALTOR® personal assistants and administrative clerical staff of members in good standing of the Association and who are under the direct supervision of an Association REALTOR® member may be authorized to access the Sentrikey App pending application and monthly/yearly fee. The lease agreement must be signed by the applicant and designated broker for whom the applicant works. All parties who sign the lease agreement on behalf of an unlicensed assistant or other staff are completely

- responsible for any non-conforming actions, misuse of equipment or the service, or any outstanding fees.
- 3. Non GLAR REALTOR® members that are members in good standing in their Primary Association may be eligible to enter into a Lease for the Sentrikey App access.

Responsibility of Lockbox App User: Lockbox app user acknowledges that it is necessary to maintain security of the App and its personal identification number (PIN) to prevent use by unauthorized persons. Users agree to the following security rules:

- a. To notify the Association of termination of membership.
- b. To follow any additional security procedures specified by Sentrilock or the Association.

<u>Violations of these rules (a-g):</u> will result in significant penalties, including but not limited to a fine of up to \$10,000 for each violation of this rule and/or suspension from use of the System for a specified period.

c. Users may not use the App to access a lockbox without first contacting the listing office to ascertain the availability of the property, schedule a showing, and obtain other showing instructions from the listing office, unless instructed otherwise in writing by the listing broker.

<u>Violation of this rule (h)</u>: will result in significant penalties, including but not limited to a fine of up to \$1,000 for each violation of this rule and/or suspension from use of the lockbox system for a specified period.

Firm Responsibility for Lockboxes:

- a. Remove the lockbox from the property within 48 hours after the listing expires, results in a closed sale or property rental, or whenever notified by the Association to remove the lockbox.
- b. Lockboxes are the responsibility of the Designated Broker of the firm. If at the time of the Association lockbox audit, a lockbox is unaccounted for or if a firm refuses or is unable to demonstrate that the lockbox is within their physical control then the lockbox will be considered unaccounted for and the Broker will be billed for the cost of a replacement. Lockboxes that are destroyed by the firm or firm's client will be considered unaccounted for and the Broker will be billed for the cost of a replacement.
- c. Lockboxes must be assigned to listings or in the firm's inventory.
- d. Lockbox is not designed or intended as a security device.

Miscellaneous:

- a. If an app user accesses a lockbox and finds the property key missing, or the property is unlocked or damaged, the app user is required to notify the listing office immediately.
- b. If an app user is doing a final walk-through, the listing agent may give the app user the shackle code to remove the lockbox and bring it to closing or the listing agent's firm.
- c. Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lockboxes on listed property. (NAR requested 7/21/2017)
- d. No one shall be required to enter into a lease from the association except on a voluntary basis. (NAR requested 7/21/2017)
- e. GLAR Core services include all lockbox services; lockboxes and administration and are included in members MLS fees. (8/17/2017)

Association Staff Responsibilities:

- a. The Association will keep a record of all SentriKey App Users through the Sentrilock website.
- b. The Association will keep an active record of all lockboxes assigned to firms through the Sentrilock website.
- c. The Association will take an audit of all lockboxes assigned to firms at least twice a year. At the time of audit, unaccounted lockboxes will be billed to the Designated Broker. If the firm has more than 110% more lockboxes vs listings, the firm will return lockboxes to the GLAR inventory.
- d. The Association may reprogram the electronic lockbox shackle code based on a written request form the Designated Broker of the firm.
- e. The Association may reprogram the lockbox for hours other than the pre-determined times access currently in the lockbox. Each lockbox holder may turn on or off the pre-determined timed access on each lockbox, using the app. When the timed access is turned off, the lockbox may be entered 24 hours a day.
- f. The Association may suspend the right of app users to use the app following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Association, relates to the real estate business or which puts or threatens to put clients, customers, or other real estate professionals at risk.

Factors that can be considered in making such determinations include but are not limited to:

- a. The nature and seriousness of the crime
- b. The relationship of the crime to the purposes for limiting lockbox access
- c. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity
- d. The extent and nature of past criminal activity
- e. Time since criminal activity was engaged in
- f. Evidence of rehabilitation while incarcerated or following release and
- g. Evidence of present fitness.

Complaints:

- a. Any App User, party to a Sentrilock agreement or any other authorized users of the lockbox System may be assessed penalties, including fines for violations of these lockbox System Rules. Penalties may include a letter of reprimand, suspension from use of the Electronic Lockbox System for a period of time, and/or a fine up to \$10,000.
- b. A App User and/or responsible person/entity, shall be required to pay damages to offset all of the costs in re-establishing the security of the overall Sentrilock Electronic Lockbox System if it is determined the security has been compromised through the negligence or fault of the App User.
- c. All alleged unauthorized entry complaints must be sent in writing by the Broker or the Agent with the Broker's signature to the GLAR Board of Directors for review within 180 days of when the alleged violation occurred.

Please Print Broker Name		
Broker Signature	Date	