

It is hereby agreed between the Association of Silicon Valley Brokers ("ASVB")

and **Member Company** ("Participant") _____
(Name of Member Company)

and **Participant's Authorized User** ("Agent") _____
(Name of Agent)

1. **SMART CARD RECEIPT:** Participant and Agent acknowledge receipt of a SentiLock Smart Card from the ASVB.
2. **TITLE TO SMART CARD:** Participant and Agent acknowledge that the Smart Card shall be the sole property of SentiLock and shall be returned as required by SentiLock or the ASVB.
3. **CARD EXCHANGE BY SENTRILOCK OR ASVB:** SentiLock may at its discretion require the ASVB to replace the Smart Cards used by the ASVB and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to the ASVB 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 the ASVB, prohibiting further use of the Smart Card until a new update is obtained from the ASVB by placing the Smart Card in an ASVB 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 Agent terminates Membership with the ASVB and returns the Smart Card to the ASVB.
6. **RETURN OF SMART CARD:** Participant and Agent agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by the ASVB or SentiLock or (2) within five (5) working days after occurrence of any of the following events:
 - a. Termination of a Participant as a Participant in the ASVB.
 - b. Termination of Agent's association with the said Participant for any reason.
 - c. Failure of the Participant/Agent to perform in accordance with any and/or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
 - d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the Smart Card to ASVB.
7. **SECURITY OF SMART CARDS:** Participant and Agent acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Participant and Agent agree:
 - a. To keep the 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 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.
 - 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 the ASVB within three (3) days of the loss or theft of a Smart Card. The Participant/Agent shall sign and deliver a statement to the ASVB with respect to the circumstances surrounding the loss or theft. ASVB shall charge for the replacement of Smart Cards either lost or damaged.
 - g. To follow all additional security procedures as specified by the ASVB.
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 the ASVB with respect to the SentiLock System.
 - b. pay a fee and/or deposit specified by the ASVB to replace a Smart Card lost, stolen, damaged or defective.
9. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of the ASVB Membership Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the Participant or Agent's right to be issued a Smart Card.

10. **INDEMNIFICATION:** Participant and Agent agree to indemnify and hold the ASVB and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against ASVB resulting from loss, use or misuse of the 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:** Participant and Agent agree that, in the event that ASVB shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules ASVB 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 the State of California, and the venue shall be in Santa Clara County.
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 Listing Participant/Agent shall obtain specific written authorization from the property owner before placing a lockbox on the owner's property.
15. **PARTICIPANT'S RESPONSIBILITIES:**
 - a. Participant warrants that Participant is both a licensed real estate broker and member of the ASVB.
 - b. Participant warrants that Agent possesses a real estate license and is, in fact, associated with Participant in an active effort to sell and/or lease real estate.
 - c. Participant agrees to enforce the terms of this Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.
 - d. Participant agrees to notify the ASVB immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
 - e. Participant agrees to take all responsible means to obtain Agent's Smart Card or cause Agent to return its Smart Card to ASVB. If an Agent does not return the Smart Card, Participant agrees to furnish the ASVB with copies of written correspondence of all attempts made to obtain said Smart Card.
 - f. Participant 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 the SentiLock Smart Card User Agreement may result in the loss of ASVB Smart Card privileges and, further, could cause the ASVB to recall all Smart Cards issued to the Participant and the Participant's Agents.
16. **COMPLETE AGREEMENT:** This written contract expresses the entire agreement between Participants, Agents and the ASVB with respect to SentiLock 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 Participant or Agent.

DATED: _____

BY _____ of ASVB

Agent Signature _____

Participant (Broker) Signature _____