

ARTICLE 12: SENTRILOCK® LOCKBOX SERVICES AUTHORIZED USER RULES

Active CVR MLS Listings where lockbox service is requested and authorized by a Seller must have a CVR MLS approved lockbox. This rule does not require the use of a lockbox nor preclude the use of additional lockboxes authorized by the Seller, including combination boxes and lockboxes from other MLS's or Associations.

If an active listing indicates Lockbox Call Agent, Lockbox Call Owner or Lockbox Go Direct or Lockbox Call Tenant the serial number of a CVR MLS approved lockbox must be entered into the LB Serial # field in THE MLS, within 3 days of the MLS listing entry date.

Note: Lockbox serial numbers must be the actual number of the box in the listing. Violation of this rule including failure to enter the lockbox serial number or entry of an invalid or duplicate lockbox serial number will result in a \$250 fine.

If a contractor lockbox is installed on a listing in addition to a CVR MLS approved lockbox, the presence and location of the contractor box may be entered in Agent Only Comments and/or Showing Instruction fields. However, combination codes for contractor lockboxes may not be entered in any field within the MLS system.

CVR MLS approved lockbox use is not required for Rental Listings and Listings outside the CVR MLS jurisdiction.

Section 12.1 Definitions

- A. **Lockbox System** is the SentiLock® Bluetooth® REALTOR® Lockbox Series System and includes, but is not limited to, the Lockbox, SentiSmart and SentiConnect.
- B. **Lockbox** is the Bluetooth® REALTOR® Lockbox supported by the Lockbox System.
- C. **Authorized User** or **User** is a real estate licensee or licensed appraiser who subscribes to the Lockbox System and executes an Authorized User Agreement with CVR MLS.
- D. **SentiSmart™** is the mobile application that allows Authorized Users to perform lockbox and Lockbox System functions from compatible mobile devices.
- E. **SentiConnect™** is a managed access system that allows an Authorized User to grant time-limited access to a Lockbox.
- F. **DR** (Designated REALTOR®)/Participant as defined under Article 3, Section 3.1 of the CVR MLS Rules and Regulations.
- G. **CVR MLS** is the Central Virginia Regional Multiple Listing Service.
- H. **Person** is an individual or an entity.
- I. **Property Key** means the property key or property access codes or credentials used to access the property.

Section 12.2 SentiLock Lockbox Services

CVR MLS will supply SentiLock Bluetooth® REALTOR® Lockbox and administer Authorized User Agreements to Participants and Subscribers of CVR MLS.

Section 12.2.1 Lockbox Ownership

Lockboxes obtained by the Authorized User are the property of SentiLock and leased to CVR MLS. CVR MLS provides the use of the Lockbox to the Authorized User under the terms set forth in these Rules and under the Authorized User Agreement. Lockboxes are registered to Authorized Users through the Lockbox System with permission from CVR MLS. When Lockbox possession is transferred between Participants and/or

Subscribers, the Lockbox Authorized User must notify CVR MLS or SentiLock Support of the change in possession. The registered user of the Lockbox as reflected in the Lockbox System will be responsible for the lockbox and its return to CVR MLS, as necessary. See Section 12.2.13 for Lockbox returns and transfers.

Section 12.2.2 Authorization to Use

Authorized User may use the Lockbox System in connection with the Authorized User's normal and customary activities, while acting as a real estate agent or appraiser on the terms and conditions set forth herein and under the Authorized User Agreement. [Authorized User is responsible for all duties, responsibilities and obligations consistent with the Lockbox system, including responsibility for the care and location of any lockboxes assigned to them.](#)

Section 12.2.3 Use Restrictions

Authorized User shall use the Lockbox System only for the purposes of gaining approved authorized entry into real property on which a CVR MLS SentiLock Lockbox has been installed. Use of the Lockbox System to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency, sub-agency, or other legally recognized brokerage relationship granted by the owner in the Listing agreement or offer of cooperation by the Agent, or from an appraisal relationship with the owner or contract buyer, is specifically prohibited. Utilization of information derived from viewing properties shall not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

Practice Note: An Authorized User's showing permission does not automatically transfer to a teammate or other agent. If the showing appointment is scheduled in your name and another agent – including a teammate – will be attending the showing appointment instead of you, you must notify the listing agent of such substitution.

Section 12.2.4 Refusal to Issue Lockbox Services and Other Actions

- A. In order to maintain the security and integrity of the Lockbox System, CVR MLS may, at its discretion:
1. refuse to execute an Authorized User Agreement with any person
 2. terminate or suspend the Authorized User's use of the Lockbox System
 3. refuse to provide Lockboxes to an Authorized User
 4. subject the Authorized User such fines and other penalties as determined by applicable bylaws, Rules & Regulations and policies of CVR MLS, as a result of any one or more of the following events:
 - i. Termination of Authorized User's affiliation with an eligible Participant
 - ii. Failure of Authorized User to pay all fees set forth in this document or other fees assessed against Authorized User pursuant to the CVR MLS Rules & Regulations, and policies
 - iii. Failure of Authorized User to comply with any of the terms and conditions set forth in the Authorized User Agreement and all Rules herein, including but not limited to, the provisions for security in Section 12.2.5, 12.2.6 and the CVR MLS Bylaws, Rules & Regulations and other applicable policies; or
 - iv. If Authorized User or DR is convicted of any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals.
- B. CVR MLS may summarily suspend an Authorized User's use of the Lockbox System

if Authorized User or DR is arrested for any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals. In the exercising of this right, CVR MLS shall afford such due process as it deems in its discretion, fair and feasible in light of the circumstances. CVR MLS shall seek to minimize any period of suspension prior to an opportunity for a hearing on the issue of whether the Authorized User engaged in the conduct for which Authorized User was arrested and whether such conduct relates to the real estate business or poses a potential risk to clients, customers or other real estate professionals.

- C. CVR MLS may consider the following factors, along with any other relevant information, in determining any action taken with respect to items **A.** and **B.** above:
- 1.the nature and seriousness of the crime
 - 2.the relationship of the crime to the purposes for limiting Lockbox access the extent to which access (or continued access) to Lockboxes might afford opportunities to engage in criminal activity
 - 3.the extent and nature of any prior convictions
 - 4.the time since criminal activity was engaged in
 - 5.evidence of rehabilitation while incarcerated or following release; and
 - 6.Evidence of present fitness to hold Lockbox Services.

Section 12.2.5 Security of Lockbox and Property Key

Any access to a Lockbox must be granted by the Authorized User through the SentiSmart or SentiConnect Apps, which are part of the Lockbox System. Additionally, Authorized User agrees:

- A. Not to disclose any personal security or access code pertaining to the Lockbox or Lockbox system to any other person.
- B. Not to share the Property Key to any person for any purpose whatsoever or to permit the Property Key to be used for any purpose by any other person;
- C. Not to duplicate the Property Key or allow any other person to do so;
- D. Not to allow anyone who has been admitted to the property by Authorized User to remain in the property after the Authorized User has left the property without the consent of the property owners;
- E. To return the Property Key to the Lockbox when leaving the property;
- F. Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Authorized User or by anyone admitted by the Authorized User and follow all additional security procedures as specified by CVR MLS, from time to time.

Section 12.2.6 – Lockbox Access to Non-CVR MLS Agents

CVR MLS has approved reciprocity with other Associations and MLSs who use a SentiLock Lockbox system. Such reciprocity allows non-CVR MLS agents access to listed properties of CVR MLS Participants and Subscribers through the SentiSmart app.

- A. Active, licensed, real estate agents that are not members of CVR MLS or an Association or MLS providing reciprocity may be allowed access to the Lockbox through the SentiConnect app for showing of the property in accordance with Section 12.2.3 of these Rules.
- B. Outside of licensed real estate agents gaining access, Authorized User may provide Lockbox access through the SentiConnect app with Seller's written permission to licensed pest control inspectors or unlicensed assistants, as hereinafter identified. Only unlicensed assistants that are employed or

contracted with the Authorized User to whom the lockbox has been registered may be provided access to the Lockbox. The unlicensed assistant may only be provided access to perform such duties as allowed under Virginia law.

- C. Notwithstanding the foregoing section, no access may be granted to non-real estate licensees without the written authorization from the Seller. CVR MLS may, at its discretion, request a copy of such authorization from the Authorized User. Failure to obtain proper authorization will be considered a lockbox violation and subject to the fines set forth in Section 12.2.8.

Section 12.2.7 Violations Related to Ethics Complaints and Arbitration Requests

If a Lockbox System security violation involves an ethics complaint or arbitration Request, the ethics or Arbitration hearing will be held first in accordance with the procedures of the NAR Code of Ethics and Arbitration Manual.

Section 12.2.8 Fines and Penalties

- A. First Offense: \$500 fine
- B. Second Offense: \$1,000 fine and a 30-day suspension of Key and Lockbox System privileges.
- C. Third and subsequent Offenses: \$2,500 fine and 60-day suspension of Key and Lockbox System Privileges.
- D. Failure to return a Lockbox under Section 12.2.13: \$250 fine.

Section 12.2.9 Designated REALTOR® and Authorized User Responsibilities

While the Authorized User has access to the Lockbox System, the Designated REALTOR® shall maintain supervisory authority over Authorized User. Authorized User shall be actively engaged in the real estate profession as defined by the National Association of REALTORS®.

- A. Authorized User shall maintain an active, valid Virginia real estate license or appraiser's license.
- B. Authorized User agrees/acknowledges that they are liable for all duties, responsibilities, and obligations consistent with use of the Lockbox System.
- C. Authorized User shall promptly notify CVR MLS should they cease to hold an active, valid real estate or appraiser's license.
- D. Authorized User shall notify CVR MLS if a Lockbox is lost or stolen.
- E. Authorized User shall notify SentiLock Support if a Lockbox is non-functioning or damaged.
- F. Authorized User shall comply with all Rules and Regulations and Policies for use of Lockbox System.
- G. Authorized User shall keep CVR MLS advised in writing of their current email address at all times. Email address changes shall be reported to CVR MLS within three (3) days.
- H. Authorized User may transfer possession of the Lockbox(es) to another authorized individual, with prior approval which may be obtained through SentiLock support or CVR MLS.

Section 12.2.10 Action to Enforce

Any action to enforcement will be made by CVR MLS in any court of competent jurisdiction. Authorized User shall be liable for the payment of all costs incurred by CVR MLS, including reasonable attorney's fees, related to enforcement the provisions of these Rules and Regulations and Lockbox System provisions.

Section 12.2.11 Authorization Requirement

Prior to installing or using the Lockbox on any property, the Authorized User shall secure written authorization from the owner of such property. Upon request, Authorized User shall provide CVR MLS with a copy of the written authorization from the owner.

Authorized User shall include in a Listing agreement or other agreement signed by the owners of such property prior to installation and use of this system a provision whereby the owner(s) acknowledges the risk of using the system and releases CVR MLS and the Richmond Association of REALTORS® (RAR), the Southside Virginia Association of REALTORS® (SVAR) and the officers, directors, members, employees, independent contractors and agents of CVR MLS and of RAR and SVAR from any and all liability in connection with the use of the Lockbox System.

Section 12.2.12 Costs and Fees

SentriLock shall assess, and the Authorized User agrees to pay, an annual fee ("User Fee") for use of the SentriLock Lockbox System. If Authorized User fails to pay the User Fee by the due date, SentriLock may assess a late penalty and/or reactivation fee, and deactivate Authorized User's service until the fees and late penalty are paid in full.

[Authorized User shall be responsible for the replacement cost of any lockbox resulting from failure of care and/or in relation to a violation of any CVR MLS rule, including boxes that are lost, intentionally destroyed, or disposed of. Invoices issued to agents under this Section shall be considered compliance matters subject to Article 9 of these CVR MLS Rules and Regulations.](#)

Section 12.2.13 Resale, Return and Transfer of Lockboxes

Lockboxes may not be sold between CVR MLS Participants and Subscribers, if an Authorized User discontinues participation in CVR MLS and/or the Lockbox System, whether voluntary or involuntary, the registered lockboxes shall either be transferred to a CVR MLS Authorized User or returned to CVR MLS.

CVR MLS reserves the right to request the return of any ~~of any~~ Lockbox from an Authorized User, if it has been determined that the lockbox is not in current use on an active CVR MLS listing. Requests for returns of Lockboxes must be completed within ten (10) ~~business~~ days. Failure to return a lockbox under this Section shall be deemed a lockbox violation and subject to fines set forth in Section 12.2.8

Section 12.2.14 Proper Use of Lockbox System

- A. Lockboxes may be used on properties listed with CVR MLS Participant firms and must be used on the property when so indicated on the published Listing.
- B. Lockboxes are normally programmed to exclude entry between 9PM and 6AM.
- C. Lockboxes that have been programmed for CBS (Call Before Showing) should be so indicated in the MLS Listing and on the box itself. In no case shall CBS codes be published or distributed. CBS codes are confidential and should only be provided on a case-by-case basis according to the needs of the specific transaction.

- D. When leaving a property, it is the responsibility of the agent to ensure that the Property Key is replaced in the lockbox and that the lockbox is properly closed. If a lockbox is found not properly closed, the agent should contact the Listing Broker immediately. The Listing broker/agent should determine the last person found to have entered the property (provided this was not the agent to report the violation) and contact CVR MLS.
- E. Care should be taken when entering a property by use of a Lockbox. The property and the lockbox should be left in the same condition in which it was found. It is common courtesy for an agent (even when previewing) to leave a business card in the property. Should an agent find a property left in an unsatisfactory condition it should be immediately reported to the Listing Participant.
- F. Lockboxes shall be physically removed within ~~48 hours~~2 days of listing expiration, termination or settlement. Failure to remove a lockbox within this time period may constitute a finable violation under these Rules. Additionally, the lockbox should be unassigned in the SentiLock/SentriKey system within the same two (2) days.