

**LOCKBOX SYSTEM RULES AND REGULATIONS  
PRINCE GEORGE'S COUNTY ASSOCIATION OF REALTORS®, Inc.**

**Section I  
Authorized Users**

- (A) Any individual who holds REALTOR® membership in a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, and every non-principal broker, sales licensee, unlicensed personal assistant or licensed or certified appraiser who is affiliated with such REALTOR®, shall be eligible to subscribe to and use the lockbox services of PGCAR subject to their execution of a SentiLock Authorized User Agreement or a Reciprocal Access Agreement (whichever is applicable) with PGCAR and their agreement to abide by the rules and regulations of PGCAR and to pay all required fees, fines and recurring costs in connection with their subscription to the lockbox services of PGCAR.
- (B) Members of a local Board/Association of REALTORS®, whether located in Maryland or any other state or territory, shall be eligible to subscribe to and use the lockbox services of PGCAR, provided: 1.) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections; 2.) a duly authorized principal or officer of the firm for which Affiliate member performs such services; executes the appropriate PGCAR SentiLock Authorized User Agreement; 3.) the Affiliate member agrees to abide by the Rules and Regulations of PGCAR and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of PGCAR; and 4.) The Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.
- (C) Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of PGCAR, on the same terms and conditions as non-principal brokers and sales licensees provided: 1) the unlicensed personal assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the designated REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services; executes the appropriate PGCAR SentiLock Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of PGCAR and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of PGCAR; and 4) the unlicensed personal assistant agrees that the unlicensed personal assistant shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and the unlicensed personal assistant shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner. **An unlicensed personal assistant, in accordance with guidelines as adopted by the Maryland Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.**
- (D) Non-member licensed contractors or inspectors shall only be eligible for limited use of the lockbox services of PGCAR provided: 1) the non-member licensed contractor or inspector is under the direct supervision of a designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant, at least one of whom is a subscriber and authorized user of the lockbox services; 2) the licensed designated REALTOR®/Participant, or the licensed designee of the designated REALTOR®/Participant has obtained the written consent of the property owner to authorize the use of a lockbox programmed through SentiConnect which clearly states that the owner understands that authorizing contractor codes allows unlimited (24 hour) access to the property by the non-member licensed contractor(s) or inspector(s).
- (E) Any individual required or permitted by law, or by the established policies of the National Association of REALTORS®, as amended from time to time, to access and use the services of PGCAR without holding REALTOR® membership in a local Board/Association shall be eligible to subscribe to and use the services of PGCAR without the requirement of holding REALTOR® membership in a local Board/Association of REALTORS®.

## Section II

The following rules and regulations shall apply to all subscribers and users of the PGCAR Lockbox System services. Subscribers and authorized users of the lockbox services shall:

1. Access property solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee, unlicensed personal assistant, or licensed appraiser.
2. Use the Smart Card, Sentikey/SentriConnect (mobile apps), only for the purpose of gaining authorized entry into real property upon which a system key box has been installed.
3. Enter into real property from which a system key box has been installed only with the prior knowledge and/or expressed consent of the listing agent.
4. Notify PGCAR, in writing within forty-eight (48) hours, of any change in his/her current company/office affiliation.
5. In using the Lockbox System service subscriber agrees to adhere strictly to the terms and conditions of the PGCAR SentriLock Authorized User Agreement. PGCAR reserves the right to conduct an audit of mobile apps at its discretion.
6. Pay all fees, charges, fines, and recurring user fees as established from time to time by PGCAR when due.
7. Keep the Smart Card and/or mobile app credentials in subscribers possession or in a safe place at all times and be accountable for the Smart Card and/or mobile app pin at all times.
8. Not allow his/her personal identification number (PIN) to be attached to the Smart Card and/or mobile app credentials.
9. Not disclose his/her personal identification number (PIN) to any person.
10. Not loan the Smart Card and/or mobile app credentials to any person, for any purpose whatsoever, or to permit the Smart Card and/or mobile app credentials to be used for any purpose by any other person.
11. Not assign, transfer, or pledge the Smart Card or the license and use of the Smart Card to nonsubscribers. Shall not assign, transfer, pledge, or duplicate mobile app access to benefit nonsubscribers.
12. Not change or alter the Entry Codes through any other electronic lockbox system provider. All changes to Entry Codes shall be made solely and exclusively by and through PGCAR. If mobile app is stolen or otherwise compromised, subscriber agrees to immediately notify PGCAR and that app will be immediately deactivated.
13. Immediately notify PGCAR by telephone or in writing within twenty-four (24) hours, of the loss or theft of a Smart Card and/or mobile app credentials and the circumstances surrounding such loss or theft.
14. In using the Lockbox System service, subscriber agrees to strictly adhere to the rules and regulations as may be adopted and amended by PGCAR from time to time or any other aspect of the system.
15. Promptly submit the Smart Card to PGCAR for audit and/or inspection at a reasonable time at the PGCAR office upon request by PGCAR for such audit or inspection.
16. Not permit anyone other than the Smart Card Holder himself/herself to use the Smart Card or his/her PIN for any reason.
17. Attend an instructional meeting on the operation and use of the Lockbox System as required by PGCAR from time to time.

18. Pay all fees, fines, and charges in connection with the use of the Lockbox System, and to obtain the periodic revalidation Entry Code for his/her own Smart Card.
19. Comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of Lockbox System, including notification of each listing office or listing agent of the Lockbox System subscriber/Holder's intention to enter the property through the use of the Lockbox. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office. The Board of Directors of PGCAR shall have the right, in its sole and absolute discretion, to deactivate or refuse to sell, lease or activate Lockbox System access to any applicant or subscriber who has been or subsequently is arrested or convicted of a felony or misdemeanor crime (other than traffic misdemeanor offenses) in accordance with the Lock Box Security Requirements (Policy Statement 7.31) of the NAR Handbook on Multiple Listing Policy, as amended from time to time.
20. Obtain the written authorization from the Owner(s) of the property prior to the installation or use of the lockbox and/or Lockbox System on any property.
21. Comply fully with the terms and conditions of the Master Agreement by and between the Regional Lockbox Consortium, Inc., and PGCAR with SENTRILOCK, LLC, as amended from time to time.
22. Notify PGCAR, in writing, promptly upon knowledge of theft from premises and/or the arrest or conviction of subscriber or authorized user for any felony or misdemeanor crime (other than traffic misdemeanor offenses) and state the circumstances and details relating to such arrest or conviction.
23. Maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent.
24. Not obtain, possess, use, or otherwise share a Smart Card, Sentikey/SentriConnect (mobile apps) access or personal identification (pin) of another Subscriber or authorized user.
25. Understand that PGCAR reserves the right to forward filings of complaints to the Grievance and/or Professional Standards Process.
26. With property owners' consent, only issue or distribute SentriConnect to licensed agents, brokers, inspectors, contractors, or the property owner(s).

### **Section III Fines and Penalties**

An authorized subscriber or user of the lock Box System of PGCAR who violates any rules and regulations of PGCAR as set forth above, except for the payment of fees, shall be subject to the imposition of a fine or penalty for each violation in such amount not to exceed \$15,000.00 as established by the Board of Directors of PGCAR from time to time, in accordance with the below schedule of fines and penalties.

An authorized subscriber or user of the Lock Box System of PGCAR who is found to have violated the rules and regulations as herein set forth on more than two occasions during a calendar year shall be subject to the automatic revocation of their rights and privileges to access and use the services of PGCAR.

An authorized subscriber or user of the Lock Box System of PGCAR shall pay a 10% late charge on all fees, charges, fines, recurring user fees and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

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**SCHEDULE OF FINES AND PENALTIES**

In accordance with the Rules and Regulations of PRINCE GEORGE’S COUNTY ASSOCIATION OF REALTORS®, fines and penalties have been established to safeguard the integrity of the PGCAR Lockbox System system.

First Offense *	Up to \$15,000.00
Second Offense*	Up to \$15,000.00
Third Offense	Termination of Service
Appeal filing fee	\$250.00

\*Fines for Brokers, Office Managers and Team Leaders shall be doubled, but not to exceed the amount allowed by NAR policy.

In addition to any fine as set forth above, a Participant or Authorized User who violates the PGCAR Rules and Regulations may also be required to attend a non CE training program on the PGCAR Rules and Regulations at such time and location as established by PGCAR and to complete such training program within a specified time period or be subject to suspension or termination of Lockbox System services until such program is completed.

Unless otherwise stated, a 10% late fee shall be charged on all fees, charges, fines, recurring user fees, and penalties which remain unpaid for ten (10) calendar days from the date of invoice or imposition of such fine or penalty. Service will be terminated without notice for fees, charges, fines, recurring user fees, and penalties which remain unpaid for fifteen (15) calendar days from the date of invoice or imposition of such fine or penalty.

Disclaimer: The Board of Directors of the PRINCE GEORGE’S COUNTY ASSOCIATION OF REALTORS®. reserves the right in its sole discretion to amend the Schedule of Fees, Charges, Fines, and Penalties from time to time without prior written notice to any authorized subscriber or user.

I hereby acknowledged receipt of the current PGCAR Rules and Regulations. I understand that such Rules and Regulations may be amended by PGCAR from time to time and that it is my sole obligation to read the PGCAR Rules and Regulations as received by me today as well as in the future.

**NOTE: As used in this Agreement, the terms “Smart Card” and “PIN” shall mean and shall include the use of the Sentikey/SentriConnect (mobile apps), and the Mobile Access Code thereto to access a SentiLock lockbox. The use of the Sentikey/SentriConnect (mobile apps), and the Mobile Access Code to access a SentiLock lockbox is the equivalent to using your SmartCard and PIN to do the same. You are and agree to be responsible for the use of the Sentikey/SentriConnect (mobile apps), and Mobile Access Code sent to your Sentrilock device and the retrieval of said Mobile Access Code will be recorded as an access using your SmartCard and PIN. By your signature below, you agree not to share or disclose the Mobile Access Code to any other person under any circumstances, without exception.**

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Lockbox System User’s Signature (Acknowledging Receipt)

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Date