

# Electronic Lockbox Policy

BARRIE AND DISTRICT ASSOCIATION OF REALTORS®

*February 2019*

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## 1. Definitions

- a) "Agreement" is the SentiLock System Agreement.
- b) "Association" means the Barrie and District Association of REALTORS®.
- c) "BDAR" mean the Barrie and District Association of REALTORS®.
- d) "Confirmation" means agreement between Listing Brokerage and Co-Operating Brokerage
- e) "Electronic Lockbox" means SentiLock Bluetooth® REALTOR® Electronic Lockbox.
- f) "Entity" means a Brokerage and/or BDAR Member
- g) "Member" registered licensed sales representative that is a current member in good standing with the Barrie and District Association of REALTORS® and Ontario Regional Technology Information Systems (ORTIS)
- h) "MLS®" means multiple listing service
- i) "SentiLock System" means Bluetooth® REALTOR® Electronic Lockbox, SentiConnect®, SentiSmart™ Mobile Application
- j) "System User" or "User" means any Association Member or individual authorized by the Association to access the SentiLock System and who has executed the Agreement.

## 2. Policies

Policies governing the SentiLock Bluetooth® REALTOR® Electronic Lockbox and System are as follow:

- a) A SentiLock Bluetooth® REALTOR® Electronic Lockbox owner and/or user must execute this Agreement to be a user of the SentiLock System; *as shown in Appendix A: SentiLock System User Agreement*. Upon execution of the Agreement, the Member agrees to all the terms and conditions of said Agreement and these Policies/Regulations. Violations of any such terms and/or conditions may constitute grounds for terminations of the Agreement and deactivation of access to the SentiLock System, SentiConnect® and/or imposition of fines and/or charges.
- b) The Association reserves the right to deactivate the SentiLock System and/or SentiConnect® access upon any complaint that the Member may be in violation of the Agreement and/or these Policies/Regulations and/or may have caused potential risk to the safety of the SentiLock System. Such deactivation is at the sole discretion of the Executive Officer or designate. In exercising this right, the process used will be at the sole discretion of the Executive Officer. Any period of deactivation shall be kept at a minimum as deemed necessary in his or her discretion.
- c) The Agreement and these Policies/Regulations constitute a Schedule to the Barrie and District Association of REALTORS® MLS® Rules and/or Policies and as such, the Member agrees to be subject to the disciplinary rules and procedures outlined in the BDAR Bylaws and/or MLS® Rules and/or Policies for violation of any provision of the Agreement and these Policies/Regulations.

## 3. License to Use

- a) Electronic Lockboxes are the property of the Association.

- b) Upon execution of the Agreement the Member will be granted a personal, revocable, non-exclusive and non-transferable license to use the SentiLock System and SentiLock Bluetooth® REALTOR® Electronic Lockbox in connection with the Member's normal and customary activities on the terms and conditions set forth in the referenced Agreement and these Policies/Regulations.
- c) Use of Electronic Lockbox technology devices supplied by BDAR although remaining an asset of BDAR does require responsibility on the Brokerage and BDAR Member using the device.

It is expected that BDAR Members comply with user responsibility act in a responsible manner and will honour the terms and conditions set by the Association and applicable Brokerage Policy.

Failure to comply with such terms and conditions of Electronic Lockbox use may result in permanent and/or temporary loss of access to the system, a fine and/or hearing before the Professional Standards Committee, as necessary, and/or a replacement fee for the device.

Violation of these rules, policies and/or security requirements shall result in fine(s) and/or in the loss of the privilege of using and/or accessing the SentiLock System.

- d) A Broker of Record and BDAR Member takes full responsibility and liability for each assigned Electronic Lockbox if and/or when Electronic Lockbox(es) are assigned to the Brokerage for distribution. A member who individually requests Electronic Lockbox(es) is responsible and liable for each assigned Electronic Lockbox at all times.

#### 4. BDAR's Statement of Policy for Distribution of Electronic Lockboxes

**DISTRIBUTION MODELS:** There shall be 2 means of distribution of Electronic Lockboxes.

- a) The "Firm Member Distribution Model" -- the Firm member will receive, directly from the Association, the allocation of Electronic Lockboxes based on the Firm's inventory using the "allocation calculation". The firm will then distribute the Electronic Lockboxes within the Firm at the Firm's discretion.
- b) The "Broker/Salesperson Member Distribution Model" -- the Broker/Salesperson member will receive, directly from the Association, their allocation of Electronic Lockboxes based on the Broker/Salesperson's inventory using the "allocation calculation". If there is more than one Broker/Salesperson assigned to a listing, then the calculation shall be representative (if there are 2 salespeople then each would be credited for ½ a listing)

All Firms must designate whether they are using the "Firm Member Distribution Model" or the "Broker/Salesperson Member Distribution Model" and must advise BDAR not later than a set date by the Association.

**MINIMUM ALLOCATION:** Every Entity shall be entitled to receive a minimum allocation of one Electronic Lockbox per Broker/Salesperson Member associated with the entity.

**MAXIMUM ALLOCATION:** Every Entity shall be entitled to receive a maximum allocation of one Electronic Lockbox, per listing based on the listing calculation below, plus a reserve of one Electronic Lockbox for every four (4) listings based on the listing calculation below:

*Number (#) of Listings = #A (Active) + #ACS (Active Conditional - Continue to Show) + #ANS (Active Conditional - No Showings + #SP (Sold Pending) Listing statuses (as in the BDAR MLS® System) to be determined at the time of allocation*

**INITIAL ALLOCATION:** Every Entity shall be entitled to receive, at the commencement of the Electronic Lockbox Program, the greater of the MINIMUM ALLOCATION or the MAXIMUM ALLOCATION based on the listing calculation as at a specified date by the Association.

**RE-ALLOCATION:** Every Entity shall be entitled to request additional Electronic Lock Boxes at any time. The Entity shall be entitled to receive additional Electronic Lockboxes based on the MAXIMUM ALLOCATION at the time of request less any Electronic Lockboxes already allocated to the Entity at the time of request.

BDAR may at any time conduct an audit of Electronic Lockboxes allocated to any Entity using the MAXIMUM ALLOCATION (*as specified previously*) at the time of the audit. In the event that the allocation of Electronic Lockboxes is greater than the MAXIMUM ALLOCATION but not less than the MINIMUM ALLOCATION (*as specified previously*), BDAR may request that the Entity return the additional Electronic Lockboxes to the BDAR Office at 676 Veterans Drive, Barrie, ON. L9J 0H6 within 3 business days of the request.

**TERMINATION:** Upon termination of its association with BDAR, an Entity must return all Electronic Lockboxes, based on its outstanding allocation, to the BDAR Office at 676 Veterans Drive, Barrie, ON. L9J 0H6 within 3 business days of the termination.

**PURCHASE OPTION:** Any Entity, at its option may elect to purchase its own inventory of Electronic Lockboxes at full retail cost of \$129.00 plus applicable taxes. In the event that an Entity chooses to purchase the Electronic Lockboxes, the Entity shall assume all responsibility, ownership and liability for the Electronic Lockbox. Any purchased Electronic Lockboxes shall not be included in an Entity's allocation calculation.

## 5. Use

- a) A Member and their client have the option to elect to use a SentiLock Bluetooth® REALTOR® Electronic Lockbox on a BDAR MLS® Listing. Use of SentiLock Bluetooth® REALTOR® Electronic Lockbox is encouraged as it provides added security and safety to clients and/or consumers when

properly used in their homes; and offers enhanced professionalism and accountability when used by Members.

- b) A Member must always keep SentiLock System Access information (credentials) confidential and must not allow and/or disclose his/her personal identification number (PIN) to be disclosed to any person.
- c) A SentiLock Bluetooth® REALTOR® Electronic Lockbox is non-transferable to any person including another Broker, Salesperson or Assistant for any purpose whatsoever or to permit the SentiLock Electronic Lockbox to be used for any purpose by any other person including Broker, Salesperson or Assistant; with exception to Brokerage Policy / Policies.
- d) SentiLock Electronic Lockboxes are programed to be accessible from 7:00 to 22:00 Monday through Sunday) for showings, unless specified otherwise by the registered sales representative assigned the Electronic Lockbox and /or applicable Brokerage policy/policies.

## 6. Requirements

- a) In the event a Member is no longer an Association Member or authorized by the Association to access the SentiLock System, the member's access will be terminated.
- b) All Members shall enter into the SentiLock System Agreement prior to receiving a SentiLock Bluetooth® REALTOR® Electronic Lockbox and/or access to the SentiLock SentiSmart® Application or SentiLock System.
- c) All Members are subject to and must comply with the terms and conditions contained in the Agreement and these Policies/Regulations and are responsible to ensure compliance and may be subject to additional Brokerage Policy as each Brokerage is to determine its own internal use and/or maintenance policy for what best fits their operational and business need(s).

## 7. Replacement Loss or Misuse of SentiLock Related Materials

- a) The Association is not responsible for the loss, theft and/or damage of an Electronic Lockbox. The Broker of Record and/or BDAR REALTOR® Member assigned the Electronic Lockbox are responsible and liable for loss, theft and/or damage of an Electronic Lockbox.
- b) Any damage or theft of the SentiLock Electronic Lockboxes must be reported to the Association immediately to [info@bdar.ca](mailto:info@bdar.ca) and the Broker of Record and/or registered Sales Representative assigned to the equipment in question may be subject to pay the Association a fee totaling the full retail value of the equipment.
- c) Misuse of the SentiLock Bluetooth® REALTOR® Electronic Lockbox and/or SentiLock System may be a breach of the Association By-Laws, MLS® Rules, MLS® Policies and/or REALTOR® Code of Ethics, and information and documentation regarding such misuse may be provided to the BDAR Professional Standards Committee (PSC) for review.

- d) The Association has the right to audit any and/or all SentiLock Bluetooth® REALTOR® Electronic Lockbox and their use at any given time by reviewing the electronic log files associated to each Electronic Lockbox and User ID. Specific personal information collected from the audit will and/or may be disclosed to the Association's PSC.
- e) Should any Electronic Lockbox allocated to an Entity cease to function in the manner for which it was designed, the Entity may return the Electronic Lockbox to the BDAR Office at 676 Veterans Drive, Barrie, ON. L9J 0H6 and receive a replacement Electronic Lockbox.
- f) SentiLock Bluetooth® REALTOR® Electronic Lockbox replacement will be issued to Members who have complied with this Agreement and the policies and procedures of the Association with respect to the Association SentiLock System.

## 8. Compliance

- a) No System User and/or Member can gain access to any property without first receiving Confirmation of a scheduled appointment and is to comply with applicable Brokerage policy/policies.
- b) Rules for making appointments under the MLS® Rules, Policies and/or By-Laws and any applicable Brokerage policy/policies must be strictly adhered to.
- c) Keys removed from the Lockbox must be securely returned to the Lockbox compartment by said Member immediately following their use. The Member cannot provide keys to any individual not authorized by the Listing Brokerage to receive such keys.
- d) If BDAR becomes aware, whether via complaint or their own review of audit log files, or otherwise, of any Member opening Electronic Lockbox(es) during an unauthorized time, a complaint may be forwarded to BDAR's Professional Standards Committee (PSC) for review. The Member's access may be immediately deactivated at the discretion of the Executive Officer. Notice of deactivation shall be sent to the User and their Broker of Record.

## 9. Indemnification

- a) The Association has no responsibility or liability to SentiLock System users or third-parties where the Agreement or these Policies/Regulations have been breached.

## 10. One Day Codes

- a) Agents are to exercise the utmost caution in distributing One Day Showing Codes and verify with the Broker of Record and/or Office Manager regarding specific Brokerage Policy / Policies in addition to those outlined below.

- b) One Day Showing Codes may not be left in an unidentified person's media including, but not limited to, voice mail box, text messaging or email.
  
- c) Failure to comply with any of the above rules may result in the User Agreement being terminated. The User may be subject to loss of access to the SentiLock system, fines and other penalties determined by the Bylaws, MLS® Rules and/or Policies of BDAR.



*Appendix A: BDAR SentiLock System User Agreement*



IT IS HEREBY AGREED BETWEEN THE BARRIE AND DISTRICT ASSOCIATION OF REALTORS® (Association),  
AND ITS SENTRILOCK SYSTEM USER: \_\_\_\_\_ (Member)  
*(Name of SENTRILOCK System User)*

**1. DEFINITIONS:**

- i) "Agreement" is the SentiLock System Agreement.
- ii) "Association" means the Barrie and District Association of REALTORS®.
- iii) "BDAR" mean the Barrie and District Association of REALTORS®.
- iv) "Confirmation" means agreement between Listing Brokerage and Co-Operating Brokerage
- v) "Electronic Lockbox" means SentiLock Bluetooth® REALTOR® Electronic Lockbox.
- vi) "Entity" means a Brokerage and/or BDAR Member
- vii) "Member" registered licensed sales representative that is a current member in good standing with the Barrie and District Association of REALTORS® and Ontario Regional Technology Information Systems (ORTIS)
- viii) "MLS®" means multiple listing service
- ix) "SentiLock System" means Bluetooth® REALTOR® Electronic Lockbox, SentiConnect®, SentiSmart™ Mobile Application
- x) "System User" or "User" means any Association Member or individual authorized by the Association to access the SentiLock System and who has executed the Agreement.

**2. ACKNOWLEDGMENT:**

The System User, acknowledges to have read, understood and agree to the items outlined below:

- i) **Bluetooth® REALTOR® Electronic Lockbox:** Member acknowledges that the Bluetooth® REALTOR® Electronic Lockbox shall be the sole property of the Barrie and District Association of REALTORS® (BDAR) and is the responsibility of the individual Agent and the Broker(s) of Record and/or Office Manager(s) and shall be returned to BDAR as required.
- ii) **Agreement:** Member acknowledges to have received, reviewed, understood, agree and adhere to the BDAR Electronic Lockboxes Policy.

**3. 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 (Member) terminates membership with the Association and returns all SentiLock Bluetooth® REALTOR® Electronic Lockbox(es) to the Association.

#### 4. SECURITY:

Member acknowledge that it is necessary to maintain security of the SentiLock System to prevent its use by unauthorized persons. Consequently, the Member agrees:

- i) To keep SentiLock System Access information (credentials) confidential at all times.
- ii) Not to allow his/her personal identification number (PIN) to be disclosed to any person.
- iii) To not loan the assigned SentiLock Bluetooth® REALTOR® Electronic Lockbox to any person including another Broker, Salesperson or Assistant for any purpose whatsoever, or to permit the SentiLock Bluetooth® REALTOR® Electronic Lockbox to be used for any purpose, by any purpose by another person, including Broker, Salesperson or Assistant; with exception to Brokerage Policy / Policies
- iv) To notify the Association immediately of the loss or theft of a SentiLock Bluetooth® REALTOR® Electronic Lockbox. The Association shall charge for the replacement of a lost, stolen or damaged SentiLock Bluetooth® REALTOR® Electronic Lockbox.
- v) To follow all additional security procedures as specified by the Association; as outlined in the BDAR Electronic Lockbox Policy.

#### 5. REPLACEMENT:

- i) The Association is not responsible for the loss, theft and/or damage of an Electronic Lockbox. The Broker of Record and/or BDAR REALTOR® Member assigned the Electronic Lockbox are responsible and liable for loss, theft and/or damage of an Electronic Lockbox, as outlined in the Electronic Lockbox Policy.
- ii) Should any Electronic Lockbox allocated to an Entity cease to function in the manner for which it was designed, the Entity may return the Electronic Lockbox to the BDAR Office at 676 Veterans Drive, Barrie, ON. L9J 0H6 and receive a replacement Electronic Lockbox.
- iii) SentiLock Bluetooth® REALTOR® Electronic Lockbox replacement will be issued to Members who:
  - a. Have complied with this Agreement, and the Association's Electronic Lockbox Policy, MLS® Rules, Policies and procedures of the Association with respect to the Association SentiLock System.
  - b. Pay a fee specified by the Association to replace a SentiLock Bluetooth® REALTOR® Electronic Lockbox that has been lost, stolen damaged and/or defective beyond warranty period, as outlined in the Electronic Lockbox Policy.

#### 6. DISCIPLINARY ACTION:

The Entity agrees to be subject to the disciplinary rules and procedures of the Professional Standards Committee (PSC) for violation of any provision of this Agreement and BDAR's Electronic Lockbox Policy.

7. INDEMNIFICATION:

The Entity agrees to save and hold harmless the Association and all of its respective officers, directors, members and employees from any and all loss, cost, expense, claims or demands whatsoever by or against any of those persons or corporations resulting from misuse of the SentiLock System, including, but not limited to, any and all liabilities 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 misuse of the electronic lockbox system. The indemnity expressly includes any and all legal fees incurred by any of the indemnified parties in defending any claim or action brought.

The Entity agrees to indemnify the Association and all of its respective officers, directors, members and employees from any and all costs or expenses incurred by the Association in investigating any claim arising out of entry by any person into any premises by misuse of the electronic lockbox system. In addition, the Member shall be responsible for any and all costs incurred to repair, replace, augment or otherwise modify the SentiLock System as used and implemented by the Association resulting from entry by any person into any premises by misuse of the Electronic Lockbox system. The Association will consider each case on its own individual merits prior to charging and/or assessing an individual Member for such costs as stated herein

8. REIMBURSEMENT:

Member agrees that, in the event that the Association incurs any cost or expense and claims indemnification pursuant to Paragraph Seven (7) above that failure on the part of the Member to satisfy any demand for indemnification as made by the Association shall result in the immediate suspension of the Member from the Association until the amount sought by the Association has been satisfied or on other such terms as determined by the Board of Directors of the Association are fair and just.

9. 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 Province of Ontario, and venue shall be the county in which the Cardholder resides.

10. 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.

11. MEMBER'S RESPONSIBILITIES:

- i) Member warrants that they are an active Member in good standing with the Association
- ii) The Entity agrees to enforce the terms of the Agreement and understands that the Entity is not relieved of any responsibility or obligation by the mere fact of such disassociation with or Association.
- iii) Member agrees to termination from SentiLock System upon termination from the Association.

- iv) Member agrees to return to the Association, the SentiLock System (including all SentiLock Bluetooth® REALTOR® Electronic Lockbox(es)) upon termination from the Association.
- v) Member agrees not to misuse, abuse, tamper, deface, or attempt to open, alter, modify, attach, dismantle or repair the SentiLock System (with the exception of opening battery door for battery replacement).
- vi) Where a property has elected to have a lockbox, the use of a SentiLock Bluetooth® REALTOR® Electronic Lockbox is optional.

This Agreement expresses the entirety of the understanding between the Broker of Record and/or BDAR REALTOR® Member and the Association with respect to the SentiLock System. This Agreement supersedes any and all other agreements, either oral or in writing. This Agreement is binding upon the heirs and personal representatives of the Member.

[Click here](#) to view the BDAR Electronic Lockbox Policy.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Member Signature) (MM/DD/YYYY)

*The BDAR SentiLock System User Agreement is for information purposes, and is agreed to at the initial activation and log-in to the SentiLock System.*

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