



Subsidiary of Southeastern Border Association of REALTORS®



# MLS ONLY OFFICE APPLICATION

## APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES

We are excited that you have selected our MLS!

If you ever have any questions or need any advice, don't hesitate to touch base with us.

### Southeastern Border Association of REALTORS® Southeastern Michigan MLS

#### **Monroe Office**

125 Cole Road, Monroe, MI 48162  
Office Phone # 734-242-6866

#### **Down River Office**

Horizon Business Center West, 20600 Eureka Rd., Suite 510 Taylor, MI 48180  
Office Phone # 734-287-8060

Shannon Harner, CEO/Association Executive – [Sharner@SEBrealtors.com](mailto:Sharner@SEBrealtors.com)  
Jessica Lapp, Membership & Administrative Manager – [JLapp@SEBrealtors.com](mailto:JLapp@SEBrealtors.com)  
Lisa Horvath, MLS Administrator – [LHorvath@SEBrealtors.com](mailto:LHorvath@SEBrealtors.com)  
Donna Birkner, Downriver Office Manager – [DBirkner@SEBrealtors.com](mailto:DBirkner@SEBrealtors.com)

# APPLICATION REQUIREMENTS

## Application Requirements and Processing Procedures

### WHAT YOU NEED

#### TO COMPLETE YOUR APPLICATION:

- Applications will be processed Monday – Friday 9AM – 4PM. Application can take up to 24 hours to process.
- Completed applications with original wet signatures or digital ink will be accepted.
- Copy of your Michigan LARA REALTOR® license.
- Copy of your Michigan LARA Office license.
- A current Photo I.D. or a copy of your driver's license.
- All forms attached to this application must be filled out, signed or initialed where needed.
- If, you previously were a member of another Association a letter of good standing will be required.
- Applications are accepted in person, by postal mail or email.
- Payment for Membership must be included with all Applications. If paying by check, please make all checks payable to Southeastern Border Association of REALTORS® or **SEBAR**.
- If paying by Debit or Credit Card please fill out the attached credit card information. The Association charges a 3% service fee for credit cards. Due to liability, no credit card information is allowed over the phone.
- False or misleading information on the application(s) may result in your release from the Association. No refunds will be issued.
- After your applications has been completed. You will receive a link to an online MLS training video. Please submit the certificate of completion to Jessica Lapp or Lisa Horvath at [staff@mcars.com](mailto:staff@mcars.com). Once the online training has been completed. Contact the Association for the next available MLS in-house training program.
- Only those licensees whom have submitted an application and paid the required fees may access and use our MLS services. It is against our MLS rules and our SentiLock agreement for anyone other than the assigned Participant (Broker) or Subscriber (Sales Associate/Broker Associate) to use the SentiLock lockbox system. Never share your I.D. or Passwords. Members sharing their login information can be suspended from the MLS and can receive upto a (\$5,000) five thousand dollar fine.
- All newly licensed applicants who are applying for REALTOR® membership are required to attend a REALTOR® Orientation and be inducted into the Association of REALTORS®. This Orientation is held quarterly. Members will receive a letter from the Association with the first eligible date and time of your orientation. This is a NAR required class. Newly licensed members who do not attend will be suspended from the Southeastern Michigan MLS until the class has been completed. Requirements for attending orientation are listed below:
  1. A copy of their pocket card.
  2. Business attire is required.
  3. Members will be required to sign in and out as confirmation of attendance. 95% attendance of class time is required to be considered complete.
  4. Arrive early to sign in. Once orientation is in session, late arrivals will not be admitted. Members will be required to return and attend at another time.
- Please contact the Association to apply for an assistant if needed.



**SOUTHEASTERN  
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OF REALTORS®**

**SOUTHEASTERN BOARDER ASSOCIATION OF REALTORS®**  
 Southeastern Michigan MLS  
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 Office Phone # 734-242-6866  
 Downriver Office: Horizon Business Center West,  
 20600 Eureka Rd., Suite 510 Taylor, MI 48180  
 Office Phone # 734-287-8060

**MLS ONLY Office Application**

1. Name (as it appears on your LARA license): \_\_\_\_\_ Gender:  Male  Female
2. Name (as you wish it to appear on the roster): \_\_\_\_\_
3. MI LARA Office License #: \_\_\_\_\_ Date your Real Estate Office license was issued: \_\_\_\_\_
4. Your MI LARA REALTOR® License #: \_\_\_\_\_ Date your Broker REALTOR® license was issued: \_\_\_\_\_
5. Your NRDS #: \_\_\_\_\_ Office NRDS #: \_\_\_\_\_
6. Number of years, months or days engaged in the real estate business: \_\_\_\_\_
7. Type of License:  Broker  Appraiser  Sales Person Specialty:  Residential  Commercial  Other \_\_\_\_\_
8. Home Address: \_\_\_\_\_  
 (Street) (City) (State) (Zip)
9. Which do you prefer as your primary mailing address:  Office  Home
10. Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Home Fax: \_\_\_\_\_
11. Would you like to receive text messages for billing?  Yes  No If yes, please include the name of your cell phone carrier:  
 \_\_\_\_\_
12. Preferred Email Address: \_\_\_\_\_ DOB (MM/DD/YY) \_\_\_\_\_
13. Please check if you have never been a member of another Associations:  Yes  No
14. List Primary Board and/or all other Association(s) of REALTORS® to which you currently/previoursly belong as a  
 REALTOR®, REALTOR® Associate, or MLS Participant/Subscriber. \_\_\_\_\_  
 Please provide NRDS number, if applicable: \_\_\_\_\_
15. Have you been disciplined by any of the Board/Associations or MLS(s) listed in question #14?  Yes  No  
 (If you answered yes to question #15 provide all relevant details and dates or attach copies of the discipline.)
16. If question #13 is yes. A letter of good standing is required from the Association(s) listed above in question #14. \_\_\_\_\_  
 (Brokers Initial)
17. Have you ever been disciplined by LARA?  Yes  No  
 (If you answered yes to question #17 provide all relevant details and dates or attach copies of the discipline.)
18. Have you ever been convicted of a crime/felony?  Yes  No
19. Brokers Company Office Name: \_\_\_\_\_
20. Office Phone #: \_\_\_\_\_ Office Fax #: \_\_\_\_\_
21. Office Address: \_\_\_\_\_  
 (Street Address, City, State, and Zip Code)

**Disclaimer and Signature**

*I certify that my answers are true and complete to the best of my knowledge.  
 I understand that false or misleading information in my application may result in my release from the Association.  
 No refunds will be issued.*

Brokers Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

## MLS ONLY Office Application

1. Are you a principal, partner, corporate officer or branch office manager?  YES  NO
2. Company information:  Sole Proprietor  Partnership  Corporation  LLC (Limited Liability Company)
3. Names of other Partners/Officers/ of your firm? \_\_\_\_\_  None
4. Have you ever been refused membership in any other Association of REALTORS®?  YES  NO  
If yes, state the basis for each such refusal and detail the circumstances related thereto:  
\_\_\_\_\_  
\_\_\_\_\_
5. Is the Office Address, as stated, your principal place of business?  YES  NO  
If not, or if you have any branch offices, please indicate and give address:  
\_\_\_\_\_
6. Do you hold, or have you ever held, a real estate license in any other state?  YES  NO  
If so, where:  
\_\_\_\_\_
7. Have you or your firm been found in violation of state real estate licensing regulations within the last three years?  YES  NO  
If yes, provide details:  
\_\_\_\_\_
8. Have you or your firm been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of a felony or other crime?  YES  NO  
If yes, provide details:  
\_\_\_\_\_

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Board, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Southeastern Border Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below, I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Brokers Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

## MLS ONLY Office Application

9. Name of Designated Broker/Appraiser: \_\_\_\_\_
10. Name of Firm: \_\_\_\_\_
11. Firm Address: \_\_\_\_\_
12. Firm Web Site: \_\_\_\_\_
13. Brokers Web Site: \_\_\_\_\_

Please write the names below and home phone numbers of the salespeople presently with your firm:

The Broker or record must notify the Southeastern Border Association of REALTORS **immediately** whenever a salesperson transfers or when a salesperson's license has been returned. **Please initial** \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF DESIGNED (Broker) REALTOR®

\_\_\_\_\_  
Today's Date:

## FUTURE PAYMENTS & FEE SCHEDULE

### Invoices:

- Office Dues, and MLS User Fees are required each calendar year. **All future payments are subject to change per billing cycle.** Please read below regarding payments due on holidays and weekends. Only one notice will be sent Via-Email one month prior to the required billing due date(s). All invoices can be viewed and paid online at the Southeastern Border Association of REALTORS® main webpage. The SEBAR Association is not required to send out other notifications and reminders.
- If at any time your email address has changed. It is your responsibility to provide the Association your new email address prior to the invoices being sent.
- All payments must be received by 4:00 P.M. on the date(s) according to your invoice.
- If the payment billing cycle date(s) ends on a Holiday, Saturday or Sunday, the required payment(s) must be received by 4:00 P.M. on the first business day following. This includes online payments, U.S. Postal Service, or walk-ins. Reinstatement/late fees will be applied.
- The SEBAR Association cannot take credit or debit card information over the phone, due to liability issues. There will be a 3% service fee on all credit or debit card transactions.

### MLS User Fee:

- **The full amount for the MLS User Fee: \$465.00.** The MLS User Fee billing cycle will begin on July 15th and end on July 14th each calendar year at 4:00 P.M. The MLS User fee has two options, (depending on the month a member is joining the Association). Full amount \$465.00 or quarterly payment amounts of \$116.25 due on July 15th, October 15th, January 15th, and April 15th. Payments must be received no later than 4:00 P.M. on the invoice dates listed on your statement(s). There is a \$50.00 reinstatement/late fee for dues paid after 4:00 P.M. on the date the invoice is due.

### Office Dues:

- **The full amount for Office Dues: \$300.00.** The Broker of record is responsible for paying the Office Dues. The Office billing cycle will begin on July 15th and end on July 14<sup>th</sup> each calendar year at 4:00 P.M. The Office dues must be paid in full. Payments must be received no later than 4:00 P.M. on the invoice dates listed on your statement. There is a \$50.00 reinstatement/late fee for dues paid after 4:00 P.M. on the date the invoice is due.

I \_\_\_\_\_ have read and agreed to the guidelines for the future payment requirements set forth by the Southeastern Michigan MLS and the Southeastern Border Association of REALTORS®. All as may from time to time be amended.

Today's Date: \_\_\_\_\_

Brokers Signature: \_\_\_\_\_



SOUTHEASTERN BORDER ASSOCIATION OF REALTORS®  
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## Terms and Conditions of Membership

1. **BYLAWS, POLICIES AND RULES.** I agree by the bylaws, policies and rules of the Southeastern Border Association of REALTORS®(SEBAR), Southeastern Michigan MLS (SEMM), the bylaws, policies and the Michigan Association of REALTORS®(MAR), and the constitution, bylaws, policies and rules of the National Association of REALTORS®(NAR), all as may from time to time be amended.

BROKER INITIAL \_\_\_\_\_

2. **ORIENTATION:** I understand newly licensed agents are required to join an Association within 30 days after joining my Firm and are required to take new member orientation at the Association office. Agents must attend such orientation(s) within 90 days or be subject to suspension of service until such time they do attend.

BROKER INITIAL \_\_\_\_\_

3. **NO REFUND:** I understand that I will not be entitled to a refund for my Application, MLS Fees, and/or Association Dues in the event I fail to maintain eligibility for membership or for MLS services for any reason.

BROKER INITIAL \_\_\_\_\_

4. **AUTHORIZATION TO RELEASE AND USE INFORMATION; WAIVER.** I authorize the Association or its representative to verify any information provided by me in the application by any method including contacting the Michigan Department of Real Estate licensing, my current or past responsible broker or designated REALTOR®, or any Association or MLS where I held, or continue to hold, any type of membership. I further authorize any Association, including information regarding (i) all final findings of Code of Ethics violations or other membership duties within the past three (3) years; (ii) pending ethics complaints (or hearings); (iii) unsatisfied discipline pending; (iv) pending arbitration request (or hearings); (v) unpaid arbitration awards or unpaid financial obligations. I understand that any information gathered under this authorization may be used in evaluating my application for membership and further disciplinary sanctions. I waive any legal claim or cause of action against the Association, its agents, employees or members including, but not limited to, slander, libel, defamation of character, that may arise from any action taken to verify, evaluate or process this application or other use of the information authorized and released hereunder.

BROKER INITIAL \_\_\_\_\_

5. **ADDITIONAL TERMS AND CONDITIONS FOR MLS APPLICATION.** I understand and agree that by becoming and remaining a participant of subscriber to the MLS, I agree to abide by the MLS rules, as from time to time amended, including by not limited to the following:

BROKER INITIAL \_\_\_\_\_

I agree not to use the MLS data for any purpose other than to market property or support market valuations of appraisal as specifically set forth in the rules

BROKER INITIAL \_\_\_\_\_

I agree not to reproduce any portion of the active listings except as provided in the MLS.

BROKER INITIAL \_\_\_\_\_

I agree not to download MLS data except as provided in the MLS rules.

BROKER INITIAL \_\_\_\_\_

I agree not to allow anyone other than authorized participants, their subscribers and the clerical users as defined in the MLS rules to access any computer receiving MLS information. I agree not to transmit the information to any participants, subscribers and clerical users not authorized to access the MLS system by the rules. I agree not to use the MLS to create another product except as may be used by the participant who downloaded the data in compliance with the MLS rules.

BROKER INITIAL \_\_\_\_\_



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**Terms and Conditions of Membership (continued)**

I agree not to give or sell my password to any person nor make it available to any person. I further understand that the Michigan Penal Code and the United States Code prohibits unauthorized access to computer databases. I agree not to allow such unauthorized access by use of either any of my equipment or passcodes.

**BROKER INITIAL \_\_\_\_\_**

I understand that clerical users may be authorized to have limited access to the MLS for clerical support only. I understand that clerical users are not allowed to use the information in any way other than to provide such information to me. Persons performing any activities that require a real estate license are not eligible for this clerical user's classification. I further understand that any violation by a clerical user employed by the me under the contract with me or used by the me is responsibility and can result in discipline and ultimate termination of MLS services.

**BROKER INITIAL \_\_\_\_\_**

The security of many homeowners in the area depends on the security of the lockbox system. I will not lend or make available my SentiLock key or Senti-Key App to any person, even if they are an authorized MLS user. I further understand that the Association can incur costs in securing the system if I fail to take adequate measures to protect my SentiLock key, Senti-Key App, and lockbox and that I may be held responsible for these costs.

**BROKER INITIAL \_\_\_\_\_**

I understand and agree that the above statements are in addition to the MLS rules, to which I have also agreed. Violations of any MLS rule may result in discipline, fine and ultimate termination of the services. In pursue its legal remedies against me to recover such damages.

**BROKER INITIAL \_\_\_\_\_**

I acknowledge receipt of and agree to abide by the Southeastern Border Association of REALTORS® and Southeastern Michigan MLS By-Laws, Policy and Procedures, and Rules and Regulations.

**BROKER INITIAL \_\_\_\_\_**

**6. REALTOR® AND MLS APPLICANTS ONLY; ARBITRATION AGREEMENT.** A condition of membership in the Southeastern Border Association of REALTORS® and participation in the MLS is that you agree to binding arbitration of disputes. As a REALTOR® (including Designated REALTOR®) member, you agree to yourself and the corporation or firm for which you act as a partner, officer, principle or branch manager to binding arbitration of disputes with (i) other REALTOR® members of the Association, (ii) with any member of the Michigan or National Association of REALTORS® and (iii) any client provided the client agrees to binding arbitration of the Association. As a MLS Broker or Appraiser Participant or MLS Subscriber, you agree for yourself and the corporation or firm for which you act as a partner, officer, principal or branch office manager to binding arbitration of disputes with (i) an other MLS Broker or Appraiser Participant or MLS Subscriber of another Association MLS which shares a common database with the Southeastern Border Association of REALTORS® or Southeastern Michigan MLS through a Regional or Reciprocal Agreement. Any arbitration under this agreement shall be conducted using the Association facilities and in accordance with the Association rules and procedures for arbitration.

**BROKER INITIAL \_\_\_\_\_**

**PLEASE SIGN AS APPLICANT AND HAVE BROKER SIGN AS APPLICABLE.**

I certify that I have read and agree to the terms and conditions of the application and that all information in this application is true and correct.

Signature of MLS Broker: \_\_\_\_\_

Date: \_\_\_\_\_





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**Terms and Conditions of Membership (continued)**

I hereby apply as a PARTICIPANT with The Southeastern Border Association of REALTORS® Multiple Listing Service. I agree to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, INCLUDING THE OBLIGATION TO ARBITRATE ANY FUTURE DISPUTES WITH ANOTHER Participant in accordance with The Southeastern Border Association of REALTORS® arbitration procedures. I also agree that I will abide by the Multiple Listing Service Rules and Regulations and Policies and Procedures as approved by the NATIONAL ASSOCIATION OF REALTORS®.

In consideration of The Southeastern Border Association of REALTORS® supplying the Multiple Listing Service (MLS) to us, the undersigned principal broker, (Participant) hereby guarantees payment on all debts for service or materials ordered by said firm. Participant agrees to pay to The Southeastern Border Association of REALTORS® MLS any outstanding bills for service or materials supplied by the MLS according to the rules and regulations of the MLS during the time of said firm's participation and/or within thirty (30) days after notice of delinquency in the event of the firm's withdrawal from MLS.

Participant agrees to provide certification for payment of REALTOR® dues by any and all licensees to the Board/Association where their primary membership is held, prior to approval of this application. Participants agree to provide a list of all affiliated licensees and or certified or licensed appraisers within their firm, and hereby agrees to pay all applicable fees for these users/subscribers under the terms as noted in the Bylaws and Rules and Regulations of the Service.

NOTE: Applicant acknowledges that if accepted as a Participant, and he/she resigns from membership in the MLS with an ethics complaint or arbitration request pending, the Board of Directors my condition the right of the resigning Participant to reapply for membership upon the applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if a Participant resigns without having complied with an award in arbitration, the Board of Directors may condition any reapplication of the former Participant upon his/her promise to pay the award, plus any costs that have previously been established as due and payable by the former Participant, provided that the award has not, in the meanwhile been otherwise satisfied.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Office Address, City, State and Zip Code

\_\_\_\_\_  
Office Phone #

\_\_\_\_\_  
Brokers Michigan Office License #

\_\_\_\_\_  
Brokers Michigan LARA License #

\_\_\_\_\_  
Brokers NRDS #

THE SOUTHEASTERN BORDER ASSOCIATION OF REALTORS®

# WE'VE GONE GREEN...



In our continuing efforts to be “green,” we provide the legal notices required for membership meetings as well as the ballots to vote for officers, directors, invoices, or for any other matter, to our members by email.

We also desire that our members be able to cast their ballots and provide them to the Association by electronic vote. We feel that this will greatly increase participation in the voting process.

Therefore, we ask you to provide the Association with your name, email address, and LARA REALTOR® number to confirm your identity. Please initial below indicating you have read this document.

Print Name: \_\_\_\_\_ Initials: \_\_\_\_\_

LARA Realtor® #: \_\_\_\_\_

Email: \_\_\_\_\_



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## SENTRILOCK ELECTRONIC LOCKBOX SYSTEM RULES

1. All SentiLock Smart Cards and Lockboxes provided by the Association are, and will remain the property of SEBAR. This service is being provided for the use of authorized licensees and employees consistent with Part two – H. Lock box/Key Repositories in the NAR Handbook of Multiple Listing Policy. These items may not be lawfully bought or sold by any other part and must be returned to the Association office promptly upon membership termination. SEBAR is authorized to change the full cost of the item and/or file a stolen property report with the local authorities, at the ex-member's cost.
2. All MLS members of The Southeastern Border Association of REALTORS® will be provided a SentiLock upon request. All Non-MLS members will be issued a \$75.00 Non-refundable yearly subscription fee which will be prorated on a quarterly basis upon request.
3. In the event of a lost Smart Card, the key-holder will be required to pay \$25.00 for a new Smart Card.
4. All SentiLock Lockboxes will be returned to the Association in good operating condition. If the Lockbox is not in a clean operating condition, there will be a \$100.00 fine.
5. All Lockbox holders (Designated REALTORS®) are subject to a random audit of the Lockboxes assigned to them at any time. The Lockbox holder will account to SEBAR for each Lockbox assigned to them by serial number within thirty (30) days of receipt of the audit request. The responsible key-holder will reimburse the Association, at the current replacement cost, for any Lockboxes not accounted for at the conclusion of the audit. Upon request of the Association Office, Lockbox holders will submit any requested lockboxes to the Association Office within 48 hours of request or will be fined \$250.00.
6. **Any** defective Lockbox is to be reported to the Association office for removal by a designated locksmith. In the event the Lockbox is **not** defective, the cost of the locksmith will be billed to the responsible Smart Card holder and or Broker.
7. The designated REALTOR® of each participating office will be responsible for notifying SEBAR in writing of the departure of any licensed or employed Smart Card holder within three (3) business days of the severance date.
8. The designated REALTOR® of each participant office will be responsible for notifying SEBAR in writing of the dissolution of their office and will be responsible to return all SentiLock Smart Cards and Lockboxes or will pay the current cost of Smart Cards and Lockboxes.
9. A designated REALTOR® who opts out of the SentiLock Lockbox program must return all Lockboxes and Smart Cards within three (3) business days of the opt-out notification.
10. Each Smart Card holder is responsible for notifying SEBAR in writing within three (3) business days of any change of office or inactivation of their license.
11. A fine may be imposed on any responsible Lockbox or Smart Card holder for a violation of these rules. The Association Office will assess the fines. The card-holder may appeal any fine to the MLS Committee.

BROKER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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## SENTRILOCK ELECTRONIC LOCKBOX ENTRY CARD AGREEMENT

### SENTRILOCK SYSTEM RULE SMART CARDS, SENTRIKEY, AND LOCKBOXES

Agent who are current members of the Southeastern Michigan MLS are allowed to borrow SentiLock boxes from their Broker. The Broker must be a participant of the SentiLock program. An agent can purchase SentiLock boxes at the Association office with the approval of their Broker. The Broker must submit an email to the Association allowing the agent to purchase their own lockboxes.

Brokers who agree to participate in the SentiLock program are responsible for all borrowed SentiLock boxes and from time to time will be audited by the Association to keep track of the location of each SentiLock box borrowed to the Broker.

The policy below

Senti-Key App is free and located on your Smart Phone

Purchase or replace a SentiLock Card	\$25.00
Attaching a SentiLock Code to a SentiLock Card	\$75.00
Failure to notify the Association of a lost or stolen SentiLock Card	\$100.00
Failure to reply to Lockbox Audit within 30 days	\$100.00
Lost or Stolen SentiLock box(s) per box	\$95.00
Failure to return requested lockboxes within 48 hours	\$250.00
Loaning, selling, borrowing a SentiLock card or allowing others to access your SentiLock Key App	\$1000.00
Failure to notify listing office prior to entrance	\$1000.00

Fees and fines are subject to change from time to time by approval of the MLS Board of Directors of The Southeastern Border Association of REALTORS®. In addition to any fees and fines, the Board of Directors may also implement a suspension of smartcard use.

Brokers Name (print): \_\_\_\_\_

Brokers Signature: \_\_\_\_\_



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## SENTRILOCK LOCKBOX LEASE AGREEMENT

To qualify to lease SentiLock Lockboxes from The Southeastern Border Association of REALTORS®, the undersigned agrees to participate in the Southeastern Michigan SentiLock Lockbox System and agrees to the following:

1. The Southeastern Michigan SentiLock System Rules and Fees.
2. Agrees view the SentiLock training video or agrees to attend a SentiLock training class at the Association.
3. Agrees to have the Lease Agreement completed and submitted to the Association office prior to SentiLock Lockboxes being released to the office stated below.
4. Agrees to keep track of all borrowed SentiLock boxes in their office.
5. Agrees to reimburse the Association for SentiLock boxes not returned by their agent(s), at the current replacement cost
6. Agrees to return all SentiLock Lockboxes assigned to the office listed below to the Association office if the broker opts out of the SentiLock Lockbox program.
7. If the responsible broker opts out of the SentiLock Lockbox program, the responsible broker must return all SentiLock Lockboxes within (3) three business days. Each unreturned SentiLock Lockbox must be reimbursed to the Association, at the current replacement cost.

This form must be signed and returned to The Southeastern Border Association of REALTORS® by the Broker of Record.

The process to receive The Southeastern Border Association of REALTORS® SentiLock boxes can take up to **5 business days**. The Southeastern Border Association of REALTORS® office will contact the Broker as soon as the SentiLock boxes are ready for pickup.

The Southeastern Border Association of REALTORS® SentiLock boxes cannot be used in Ohio.

The Broker of record is fully responsible for all unreturned SentiLock boxes at cost of replacement when returning SentiLock boxes to The Southeastern Border Association of REALTORS® office.

There is no cost to the Broker to lease/borrow SentiLock boxes from The Southeastern Border Association of REALTORS® office. There is a cost to the assigned Broker if the assigned SentiLock boxes are lost, stolen, damaged, or unaccountable.

**Agents in your office will have to fill out a separate SentiLock Application to participate.**

Today's Date: \_\_\_\_\_

Opt-In  Opt-Out

Company Name: \_\_\_\_\_

Number of SentiLock Boxes Needed: \_\_\_\_\_

Brokers Name: \_\_\_\_\_

Brokers Signature: \_\_\_\_\_



SOUTHEASTERN  
BORDER ASSOCIATION  
OF REALTORS®

SOUTHEASTERN BORDER ASSOCIATION OF REALTORS®

Southeastern Michigan MLS

Monroe Office: 125 Cole Road Monroe, MI 48162

Office Phone # 734-242-6866

Downriver Office: Horizon Business Center West,

20600 Eureka Rd., Suite 510 Taylor, MI 48180

Office Phone # 734-287-8060

## SENTRILOCK APPLICATION



This Agreement is made and entered into as of the (**Today's Date**) \_\_\_\_\_ by and among The Southeastern Border Association of REALTORS® MULTIPLE Listing Service (hereinafter the "Issuer"), and (**Broker Name here**) \_\_\_\_\_ of (**Brokers Company Name here**) \_\_\_\_\_ and **Broker/Participant's Licensee, (Your Name here)** \_\_\_\_\_ (hereinafter the "CardHolder"). In consideration of the mutual promises herein contained, the parties agree as follows:

**Cell phone number:** \_\_\_\_\_

1. **ENTRY CARD:** CardHolder acknowledges the Entry Code Number is for their use only and will be kept confidential.
2. **TITLE TO ENTRY CARD:** CardHolder acknowledges that the Entry Card is and shall be the sole property of the Issuer and is leased to the CardHolder under the terms and conditions of this agreement.
3. **UPDATE CODE:** CardHolder acknowledges that the Entry Card has an update code which expires every two weeks (14) days prohibiting further use of the Entry Key until the Entry Key has been updated. Update codes will only be issued to CardHolders in good standing with the issues, and who are in compliance with these Rules and Regulations.
4. **COST:** CardHolder acknowledges his/her Entry Key will expire per calendar year in the month of July. Annual renewal fee will be required to continue utilizing the SentriLock Entry Key in Michigan. Unpaid fees will immediately terminate the CardHolders current SentriLock Entry key in Michigan.
5. **RETURN OF ENTRY CARD:** CardHolder agrees to return the Entry Card and or notify The Southeastern Border Association of REALTORS® and Multiple Listing Services within 48 hours of receipt of request to do so by Issuer or within 5 business days of the following events:
  - a. Termination of either Broker/Participant or CardHolder as an active member in good standing with The Southeastern Border Association of REALTORS® and Multiple Listing Services.
  - b. Termination of CardHolder's Association with Broker/Participant for any reason, except transferring from one SEBAR member Broker/Participant to another.

When transferring membership from one Participant to another Participant, the Entry Card will transfer to the new Participant by virtue of the Participant's signature on the written notification of the transfer to the Board Office. In the event of death of CardHolder, CardHolder's heirs or personal representatives will surrender the Entry Card to Issuer.

6. **REIMBURSEMENT:** CardHolder agrees to reimburse Issuer for any and all expenses incurred by Issuer's attempts to recover the Entry Card from CardHolder as a result of CardHolder's failure to surrender the Entry Card in accordance with this agreement. In the event the Issuer commences legal Proceedings against CardHolder to recover the Entry Card or to enforce or interpret any of the provisions of this agreement, Cardholder agrees to pay all costs incurred by Issuer together with reasonable attorney's fees as determined by the court both at trial and on appeal, if any.
7. **INSPECTION/ENTRY CARD AUDIT:** Issuer will have the right to inspect the card leased to CardHolder at all reasonable times and places. CardHolder agrees to submit the Entry Card for inspection at Issuer's office within 48 hours after receipt of written notice. In addition, CardHolder agrees to submit the Entry Card for inspection on an annual basis for an Entry Card audit, and at any other time upon oral request if Issuer believes that the integrity and security of the system is in jeopardy. A failure in comply with the terms of this paragraph will constitute an event of default under the lease.



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**8. SECURITY OF ENTRY CARD:** Holder agrees:

- a. To complete the mandatory SentiLock Electronic Lockbox System Training.
- b. To keep the Entry Card in CardHolder's possession or in a safe place at all times.
- c. To keep confidential his/her personal ID number (PIN).
- d. Not to loan the Entry Card to any person, for any purpose whatsoever, or to permit the Entry Card to be used for any purpose by any other person. The foregoing includes, but is not limited to, loans to spouses, appraisers, mortgage agents, utility agents, builders, Brokers, salespersons, and prospective Purchasers or Seller. Violation of the provisions **will** result in a **\$1,000 fine**.
- e. Not to duplicate the Entry Card or allow any other person to do so.
- f. Not to assign, transfer, or pledge this lease or the Entry Card.
- g. To immediately notify Issuer in writing of the loss or theft of Entry Card and circumstances surrounding loss or theft. One (1) replacement Entry Card for lost or stolen Entry Card will be issued to Broker/Participant and CardHolder if they have complied with the Agreement and the policies and procedures of the Board with respect to Entry Cards and Key Boxes. A \$25.00 REPLACEMENT FEE WILL BE REQUIRED PRIOR TO ISSUANCE. Any subsequent replacement Entry Card will be issued only upon authorization from The Southeastern Border Association of REALTORS® Multiple Listing Committee.
- h. To follow all additional security procedures as specified by issuer.

**9. INDEMINIFICATION:** Broker/Participant and CardHolder covenant and agree to indemnify and hold Issuer harmless from any and all liability, obligations, or demands against Issuer as a result of CardHolder's loss of use of the Entry Card including but not limited to, any and all liabilities, including but not limited to loss of business, attorney's fees, incurred by Issuer as a result of damage or injury to premises or persons arising out of the use of the Entry Card by CardHolder or by any other person.

**10. RESPONSIBILITY OF BROKER/PARTICIPANT:** Broker/Participant confirms that Broker/Participant is a licensed real estate broker or a licensed or certified appraiser and an active member of The Southeastern Border Association of REALTORS® and its Multiple Listing Services. Further Broker/Participant confirms that CardHolder is in fact associated with Broker/Participant in an active effort to sell or appraise real estate through the same business office, that CardHolder is a licensed real estate agent, a licensed or certified appraiser, and that Broker/Participant is jointly and severally liable with CardHolder for all duties, responsibilities, and undertakings of CardHolder under this agreement, provided, however, that this agreement will not be construed to make CardHolder an employee of Broker/Participant.

**11. PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall continue in full force.

I HEREBY ACKNOWLEDGE HAVING RECEIVED A COPY OF THE RULES AND REGULATIONS GOVERNING ISSUE, USE, CONTROL, RESPONSIBILITY, LIABILITY, AND/OR PENALTY OF/FOR VIOLATION OF SENTRILOCK KEY BOX AND ENTRY CARD POLICIES AND PROCEDURES AND HAVE READ AND UNDERSTAND AND AGREE TO ABIDE BY SAID RULES AND REGULATIONS.

The undersigned hereby agrees to The Southeastern Border Association of REALTORS® SentiLock Smart Card and Lockbox Rules and Fees and that fees and fines are subject to change in accordance with MLS Rules and Regulations and Policy and Procedures.

■ Have you ever used SentiLock? YES  NO  If yes, which Association? \_\_\_\_\_

Brokers Name (Print): \_\_\_\_\_

Opt Out  YES  NO

Brokers Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CREDIT CARD or DEBIT CARD FORM

**Due to liability issues the Southeastern Border Association of REALTORS® cannot accept credit card information over the phone.**

**Visa**     **Mastercard**     **Discover**     **American Express**

**Payment amount of:** \$ \_\_\_\_\_

**Add 3% service fee:** \$ \_\_\_\_\_

**Total:**            \$ \_\_\_\_\_

**Members Name:** \_\_\_\_\_  
(print)

**Name on the Card:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**3-digit security code on the back:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Home or Business Address that matches the credit card:**

\_\_\_\_\_  
(Street Address, City, State, and Zip Code)

**10 Digit Phone Number:** \_\_\_\_\_

**Members Email-ress:** \_\_\_\_\_

**Members Signature:** \_\_\_\_\_