

# MULTIPLE LISTING SERVICE OF CHEYENNE RULES AND REGULATIONS

(Revised: April 9, 2020)

## ADDENDUM E.2 –SENTRIKEY ACCESS

This lease agreement made this date \_\_\_\_\_ by and between Cooperative Listing Service of Cheyenne, Inc.(Cheyenne MLS), and \_\_\_\_\_ herein referred to as Authorized User (who may be a Participant or a non principal broker, sales licensee, or licensed or certified appraiser), and \_\_\_\_\_ herein referred to as Participant (the Participant/Responsible Broker).

- 1 - Cheyenne MLS hereby grants access to the SentiKey system, which provides access to MLS supplied lockboxes, and SentiKey app.
- 2 - The lockboxes and app access is and shall at all times, be and remain, the sole and exclusive property of the Cheyenne MLS. The Authorized User and Participant shall have no right, title or interest therein. Authorized User may install the SentiKey app only on up to \_\_\_\_\_ electronic devices (phone, tablet, etc), but only one device may be used at a time.
- 3 - Authorized User and Participant agrees to pay Cheyenne MLS a monthly fee, as determined, and as amended from time to time by the Board of Directors of the Service, and specified in Addendum A of the Rules and Regulations of the Service.
- 4 - In the event of a lost SentiKey registered electronic device, it shall be the joint obligation of the Authorized User and Participant to give notice within one (1) business day to the Cheyenne MLS concerning the circumstances of the lost or stolen SentiKey registered electronic device.
- 7 - Authorized User and Participant shall keep their SentiKey registered electronic device in a safe place, shall not in any manner attach their PIN number to their device, shall not divulge his/her PIN number to anyone.
- 8 - Authorized User and Participant shall not assign, transfer, pledge, change this Lease Agreement, access to the SentiKey system or any interest therein or lend their SentiKey registered electronic device, or **permit their SentiKey registered electronic device to be used by anyone other than Authorized User and Participant.**
- 9 - Any changes must be registered with Cheyenne MLS. A SentiKey Access agreement with the new office must be completed, signed and returned to the Cheyenne MLS office. Failure to complete a new agreement within 5 days will result in a fine of \$100 to the Authorized User.
- 10 - When participation in the MLS is terminated or Authorized User decides to no longer have access to the lockbox system SentiKey access will be deactivated immediately. Authorized User's and Participant's failure to remain in good status with the Cheyenne MLS or failure to adhere to any rules/regulations of the Cheyenne MLS shall constitute a default of this SentiKey Agreement.
- 11 - All costs and expenses, including attorney's fees, incurred by either party in exercising any of the terms, conditions, or provisions hereof, shall be awarded to the prevailing party.
- 13 - If any provision of this Agreement is determined to be ineffective or invalid, all other provisions of this Agreement shall remain effective and valid.
- 14 - Authorized User and Participant shall indemnify Cheyenne MLS against, and hold Cheyenne MLS harmless from, any and all actions, suits, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from SentiKey access.
- 15 - In the event the security of the lockbox system is compromised as a result of carelessness on the part of the Authorized User and Participant the Authorized User and Participant shall pay to Cheyenne MLS as liquidated damages, and not as a penalty, the sum of \$5,000 or amount of actual damages, whichever is less. This provision shall only apply to misuse of SentiKey access as determined by the Cheyenne

- MLS or failure to return it upon demand.
- 16 - No covenant or condition of this Agreement can be waived, except by written consent of Cheyenne MLS.
- 17 - Section 15 of the Cooperative Listing Service of Cheyenne, Inc. Rules and Regulations are hereby incorporated into this SentiKey Access Agreement.
- 18 - Failure to abide by rules relating to the lockbox system as set forth in section 15.0 or failure to abide by the SentiKey Access agreement may result in discipline as provided in section 9 of these rules, in addition to:
- a written reprimand,
  - a fine of up to \$5,000, and/or
  - loss of or restriction on all lockbox and SentiKey access privileges.
- 19 - Have you been convicted of a felony?  Yes  No  
*If "yes," please provide details as an attachment.*  
 If "yes" access to lockboxes will not be granted until:
- Participant/Subscriber provides three (3) letters of recommendation from members of the Cheyenne MLS
  - And Participant/Subscriber will be interviewed by a panel of five (5) members of the MLS Board of Directors within 30 days of completing SentiKey Access agreement.

***Authorized User and Participant hereby agree that he/she has read, understands and is bound by this agreement, the Rules and Regulations of the Cooperative Listing Service of Cheyenne, Inc., and the vendor's operating instructions.***

\_\_\_\_\_  
 Authorized User

\_\_\_\_\_  
 Dated

\_\_\_\_\_  
 Participant or Managing Broker

\_\_\_\_\_  
 Dated