

Affiliate membership will include listing of company and representative information on the MEIAR roster. Affiliates are invited to all Association functions including membership meetings, golf outings, bowling tournaments, holiday parties etc. Membership also includes various advertising opportunities we reserve for our affiliate members only.

Extended Service Affiliate Members who qualify will have access to the ShowingTime App to schedule appointments. Approved applicants who are interested in participating in the MEIAR / SentiLock Key / App program to obtain access to listed properties must also complete the addendum. This membership does not include access to the Multiple Listing Service.

To apply for Membership:

1. Complete all forms enclosed in this packet. Each representative must complete a packet.
2. Email your digital (professional) photograph to mls@meiar.comcastbiz.net
3. Forward forms and payment to:

MEIAR
3908 N Rosewood Ave.
Muncie, Indiana 47304

4. Allow 72 hours after application has been received by MEIAR for processing.
5. Membership Verification will be sent via email to the email address on this application.

Note: Applications will NOT be process without a photograph, valid email address, all forms completed in their entirety and payment.

Membership Fees:

Annual Dues: \$110.00 (not pro-rated must be paid at time of application, then every January 1st.)

Optional Key Fees:

Deposit per Key/App = \$150.00 (non-refundable, one-time fee)

Key App Issuance Fee = \$90.00 (includes app access, one-time fee)

Yearly Lease Fee = \$90.00 (not pro-rated must be paid a time of application, then every June 1st)

If you have any questions about the application process, please contact the Mid-Eastern Indiana Association of REALTORS® at (765) 747-7197.

Extended Services Affiliate Membership Information

First Name: _____ Middle Name: _____ Last Name: _____

Date of Birth: _____ Nickname (DBA): _____

Email Address: _____

License Number: _____ Circle One: Appraiser or Inspector

Office Name: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Fax: (____) _____

Cell Phone: (____) _____

Date: _____ Signature: _____

Membership Committee Approval:

Date: _____ Chairperson's Signature: _____

Board of Directors Approval:

Date: _____ MEIAR President Signature: _____

Advertising Information for Affiliates

Affiliate membership includes the opportunity to advertise your services through several outlets with MEIAR to our members in Blackford, Delaware, Henry Counties, and outlying counties.

Affiliates may advertise real estate related items and service, subdivision logos, names and amenities. Affiliates may not advertise real property for sale, including lots, custom builds, models, and spec houses.

MEIAR QUARTERLY MEMBERSHIP MEETING LUNCH SPONSORSHIPS

Lunch Sponsorships allow for 10-15 minutes of podium time during lunch to promote your company and services, as well as handing out information during the registration process. There are several opportunities available here, please contact Diana at MEIAR if you are interested. An affiliate member can sponsor the complete lunch or subsidize each attendees lunch. All lunch sponsorships are booked on a first come first serve basis.

CONTINUING EDUCATION SPONSORSHIPS

MEIAR offers our members and non-members the ability to attend special training sessions to further expand their careers. During these sessions MEIAR tries to provide lunch one day. An affiliate may purchase lunch or join with MEIAR to offer the lunch. If this option is selected the affiliate member will have podium time and a seat at the registration table.

BROADCAST EMAIL MESSAGES

MEIAR will broadcast email messages from affiliates about services, events, etc for \$50.00 per broadcast. Each affiliate is allowed to purchase one broadcast message per month to ensure our members are not overloaded with emails.

MEIAR SOCIAL EVENTS

Bowling tournament, golf outing, holiday party, are events organized by the MEIAR Social Committee. There are opportunities for sponsorship of various aspects of these meetings and all affiliates are encouraged to attend and participate in these events. Details about these events will be forthcoming throughout the year, you may always call MEIAR with any questions.

MEIAR COMMUNITY SERVICE EVENTS

This is a newer committee. The first event was the Walk a Mile in My for the Muncie Mission where MEIAR raised over \$4000.00. Other projects are being considered. Our intention is to involve as many members, affiliates and their employees as possible. Affiliates can sponsor teams, donate products, etc.



MEIAR / SentiLock Addendum to Key Box Key/App Rules and Regulations for Inspectors and Licensed Appraisers.

Each person requesting a key must be an approved Extended Service Affiliate Member.

Company must be bonded and insured for at least \$150,000.00 and provide proof of such insurance to the Association Office upon application and each renewal period.

Fees:

Extended Service Affiliate = \$110.00 per person/annually

Deposit per Key/App = \$150.00 (non-refundable)

Key App Issuance Fee = \$90.00 (includes, app access)

Yearly Lease Fee = \$90.00 (due every June 1st)

The applicant and owner of the company must sign the application.

Any violation of the rules and regulations will result in forfeiting of deposit and all key/app privileges will be revoked. The Association Office will adhere to the Zero Tolerance Rule.

The application must have a physical street address; no PO Boxes will be accepted.

All other Rules and Regulations for SentiLock are as stated in the user agreement.

This agreement is made and entered into by the Mid-Eastern Indiana Association of REALTORS® (MEIAR) and the Participant and Subscriber identified in this agreement.

1. Purposes: the parties have entered into this agreement because (a) MEIAR will provide access to its lockbox system; (b) if Subscriber agrees to the terms in this Agreement; and (c) if Participant makes certain commitments on Subscriber's behalf.
2. Definition and Usage:
 - a) MEIAR; Mid-Eastern Indiana Association of REALTORS®
 - b) MLS Policies; MLS's Rules and Regulations, including the lockbox system rules, as amended from time to time in MLS's discretion.
 - c) Participant; Principal Broker, Broker Owner of a Real Estate Company, Licensed / Certified Appraiser who is also the owner of their appraisal company and a REALTOR® member in good standing with MEIAR or an Affiliate Member of MEIAR with a legitimate need to access property to assist in the selling or closing of said property.
 - d) Subscriber; Sales Associate, Associate Broker, Licensed / Certified Appraiser or Appraiser Trainee associated with a Participant and in good standing with MEIAR.
 - e) Key Card; A pocket sized card with embedded circuits and photograph of subscriber designed to authenticate and control access to lockboxes.
 - f) Lockboxes; A container affixed to a listed property as a device to gain access to the property being marketed by a Participant/Subscriber in the MEIAR MLS.
3. Eligibility Requirements: MEIAR REALTOR® members and approved Affiliate members who are Participants or Subscribers are eligible to participate in the MEIAR lockbox system. MLS Only members of MEIAR are eligible for the key services only, they may not participate in the Lockbox Sharing Program.
4. Subscriber agrees that a lockbox is a container affixed to the property as a device to gain access to the property being marketed by a Participant/Subscriber in the MEIAR MLS. Participants in MEIAR or their subscribers are authorized under certain condition to open these lockboxes under terms specified by the listing broker/agent. Participants and their Subscribers, functioning as agents of potential purchasers. Must contact the listing broker/agent/office or use ShowingAssist to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MEIAR MLS Service or ShowingAssist Service) to show the property without first contacting the listing broker. Subscriber is responsible for NOT accessing a MEIAR lockbox without proper confirmed appointments.
5. Fees: New Participant/Subscriber agrees to pay a \$90.00 access fee for the SentiLock services and the MEIAR monthly technology fee for use of the MEIAR MLS system and SentiLock System. Participant/Subscriber will receive app access, and web access. The MEIAR Technology fee is the responsibility of the Participants Office to collect for all Participants/Subscribers and forward to MEIAR by the 15th of each month.
6. Equipment and System: Participant and Subscriber acknowledge that the SentiLock system, lockboxes, Key Cards, and anything associated with the lockbox service is the sole property of SentiLock and MEIAR (unless purchased outright), and Participant and Subscriber shall return all such property as required by SentiLock or MEIAR. Participant shall return all lockboxes, Key Cards, Card Readers, and other equipment associated with the lockbox system immediately upon termination of the membership, MEIAR MLS participation, termination of lockbox services due to the Participant's failure to pay all fees associated with the service and/or reimbursements for lost equipment as required, or affiliation with an eligible participant. Failure to return said equipment shall result in the Participant being charged all costs associated with replacement of the equipment. If such costs and unpaid fees are not paid within 30 days of the billing date, MEIAR shall have the right to file suit against the Participant / Subscriber for the full amount due plus statutory interest, court costs, attorney's fees and other costs of litigation.

7. **Submission to Disciplinary Review/Action:** If a Participant / Subscriber breaches this agreement or the MLS Policies, MEIAR Supplement to the IRMLS Rules and Regulations, the MLS Committee or the Board of Directors of the Mid-Eastern Indiana Association of REALTORS® may (a) deactivate all equipment leased or purchased by Participant / Subscriber (b) take legal action against Participant / Subscriber to recover all damages incurred by SentiLock or MEIAR resulting from such default and/or improper use of the Lockbox System; (c) demand the return of all equipment; and/or (d) pursue any other remedy at law or in equity. A maximum fine of \$500.00 will be assessed against the Participant / Subscriber. Any claim or dispute howsoever arising out of the MEIAR / SentiLock Authorized User Agreement shall be resolved solely by arbitration. In the event there is any disagreement on the selection of the arbitrator, a presiding judge in Delaware County, Indiana shall choose the arbitrator. The prevailing party shall be entitled to recover any fees of the arbitrator, reasonable attorney's fees, costs and expenses of the arbitration.

8. **Term of Agreement:** The term of this agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events: (a) Termination of Participant / Subscriber for any reason; (b) Termination of Participant / Subscriber's association with MEIAR or his/her local Association of REALTORS® for any reason; (c) Failure of the Participant / Subscriber to perform in accordance with any and/or all terms and condition herein set forth in this agreement; (d) Participant / Subscriber MEIAR / SentiLock Authorized User Agreement acknowledges that by signing this Agreement, he/she is granted access to a SentiLock applicable software and lockboxes under the terms of this Agreement.

9. **Participants Obligations:**

- a) **Guaranty and liability for Subscriber conduct.** Participant is guarantor of Subscriber's performance under this agreement. Participant is jointly and severally liable to MEIAR for all damages and costs MEIAR sustains as a result of Subscriber's misuse of the SentiLock system, up to and including the last date Subscriber has access to the lockbox system by virtue of the Application issued under this agreement, even if Subscriber is no longer affiliated with Participant at the time of the wrongful conduct.
- b) **Participant warranties.** Participant warrants that (1) Participant is a licensed real estate broker, licensed or certified appraiser or licensed inspector or licensed pest inspector, or approved affiliate and a member of MEIAR; and (2) Subscriber possesses a real estate licensee and is associated with the Participant as a licensee actively seeking to sell real estate or Subscriber is a licensed or certified appraiser affiliated with Participant.
- c) **Subscriber transfers.** Participant shall notify MEIAR in writing within 24 hours after Subscriber's transfer of license. If the Subscriber has transferred to a firm which is not participating in MEIAR, or if the Subscriber's license is inactivated or sent back to the state, Participant agrees to make its best efforts to obtain the transferred Subscriber's SentiLock Equipment. Participant acknowledges that they shall be liable for replacement cost of all equipment not returned to MEIAR within 72 hours of Subscriber transfer. If Participant cannot obtain return of the SentiLock equipment, it shall supply MEIAR with copies or written correspondence attempting to obtain the SentiLock equipment return.
- d) **Cosign agreement with Subscriber.** Participant shall cosign any lockbox agreement executed by a Subscriber affiliated with the Participant.

10. **App Activation:** The Participant / Subscriber acknowledge that their App must be updated on a regular basis. App may be activated by Login.

11. **Security:** Participant and Subscriber acknowledge the importance of maintaining security of the lockbox system as a whole. Consequently, Participant / Subscriber shall:

- a) Keep the Key Card in Participant / Subscriber's possession and in a safe place at all times.
- b) Not to allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Key Card, nor disclosed to anyone.
- c) Not to duplicate or attempt to duplicate the Key Card nor allow anyone else to do so.
- d) Not to assign, transfer, or pledge the rights of the SentiLock System, or any components including but not limited to Key Card, Reader, or Lockboxes.
- e) **TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.**
- f) To notify MEIAR immediately of the loss or theft of a Key Card. The Participant / Subscriber shall sign and

deliver a statement to MEIAR with respect to the circumstances surrounding the loss or theft. MEIAR shall charge for the replacement of Smart Cards either lost or damaged.

g) To follow the guidelines outlined in this agreement.

h) To follow any additional security measures sets out in the MLS policies, MEIAR Supplement to IRMLS Rules and Regulations.

i) To understand and recognize the responsibility to ensure the security of properties accessed through the use of the lockbox system.

j) To notify SentiLock when a lockbox fails to release from a property. SentiLock is the only authorized entity to order a lockbox removed from a property because of equipment failure.

12. Indemnification: Participant and Subscriber agree to indemnify and hold MEIAR and their respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MEIAR resulting from loss, use or misuse of the SentiLock, including but not limited to, any and all liabilities including attorneys fees 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 use of the SentiLock.

13. Lockboxes Not a Security System: Participant and Subscriber acknowledge that the SentiLock lockboxes, Key Card, and other components of the lockbox system are not a security system; they are a marketing convenience and control system. Participant and Subscriber hold MEIAR harmless against any claims that the lockbox system failed, for whatever reason, to prevent or grant admission to any property.

14. Placement of Lockboxes: Lockboxes must not be placed on any property without the written authority of the seller. This authority may be established in the listing agreement or in a separate document created specifically for this purpose.

15. Issuance of Lockboxes: Lockboxes will be issued according to the MEIAR Lockbox sharing program agreement to qualifying participants.

16. Replacement Key Card: MEIAR shall issue a replacement Key Card to the Participant or Subscriber provided the Participant or Subscriber has (1) complied with this agreement and the MEIAR policies with respect to lockboxes; and (2) paid the fee established by MEIAR to replace a Key Card that is lost, stolen or damaged.

17. Right to Modify Rules, Fees, and Fines: MEIAR shall retain the right to modify the MEIAR / SentiLock Authorized User Agreement, rules, user fees and fines associated with the MEIAR lockbox services, from time to time as deemed necessary by the Board of Directors or MLS Committee of MEIAR.

18. Termination:

a) Participants and Subscribers may terminate the use of the service by returning their SentiLock lockbox system, lock boxes, Key Card(s), and anything associated with the lockbox service to MEIAR. Non-renewal of MEIAR membership requires immediate return of SentiLock lockbox system, lockboxes, Key Card(s), and anything associated with the lockbox service to MEIAR.

b) MEIAR may refuse to lease lockbox keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Board of Directors or MLS Committee, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

c) MEIAR may suspend the right of Participant or Subscriber to use lockbox keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Board of Directors or MLS Committee, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

19. Lockbox Fees and Penalties:

a) A user fee may be assessed, per REALTOR® member or approved Affiliate member, for the lockbox service and is set by the MEIAR Board of Directors.

b) Key Cards may NOT be used by anyone other than the individual to whom the Key Card has been assigned. Allowing anyone other than the assigned Key Card holder to use the Key Card may result in a \$500.00 fine.

c) Any individual who shows a property containing a SentiLock Lockbox must contact the listing broker/agent/office or use ShowingAssist to arrange appointments to show listed property even if the property has a lockbox affixed to it, unless the listing broker has given specific permission (through information published in the MEIAR MLS Service or ShowingAssist Service) to show the property without

first contacting the listing broker. Subscriber is responsible for NOT accessing a MEIAR lockbox without proper confirmed appointments. Failure to adhere to this requirement may result in a \$100.00 fine.

- d) Defective Key Card will be replaced by MEIAR at no cost provided that the defective Key Card is returned to the Association office and verified to be defective by SentiLock tech support. Failure to appropriately protect the SentiLock Lockbox or Key Card will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox or Key Card.
- e) Failure to appropriately protect the SentiLock Lockbox will result in an assessment equal to the total cost of repairing or replacing the SentiLock Lockbox.
- f) Failure to retrieve a SentiLock Lockbox within five (5) days from a no longer active listing may result in a \$100.00 fine.
- g) A new member will be charged an issuance fee of \$50.00 and equipment charges previously listed upon signing this agreement.
- h) If the Participant / Subscriber fails to pay MEIAR by the specified date on any invoice for services MEIAR shall deactivate and terminate all of the Participant / Subscriber's services until the Participant / Subscriber has paid the total amounts due, including all service and reinstatement fees.
- i) One Day Codes may NOT be assigned to members of the public. Subscriber/Participant may NOT give a one day code that was assigned to Subscriber/Participant to the public. Failure to adhere to this requirement will result in a \$500.00 fine.
- j) Subscriber/Participant must accompany all members of the public during all showings and/or property accesses.

Subscriber (Agent):

Printed Name: _____

Signature: _____ Date: _____

Participant (Principal Broker):

Printed Name: _____ Office: _____

Signature: _____ Date: _____