

AGENT OFFICE TRANSFER FORM

Ithaca Board of REALTORS®

Process and Instructions:

- Lockboxes should be returned to their current office, including lockboxes that are currently out on a property.
- Does the agent have any active or under contract listings?
 - Any active or under contract listings that will remain with the current office should be reassigned to other agents or designated broker in the current office.
 - Any active or under contract listings that will be transferring with agent to a new brokerage: please have the broker provide proof of transfer by sending email to IBR. Please also indicate by providing MLS numbers: _____
 - Any active listings that will not be staying with the current office should be withdrawn by the current broker. (Note: agent can't re-list any listings under the new office until the current broker has withdrawn the listings from the MLS.)
- Current broker– remove agent from DOS website [via eAccess](#)
- New Broker– add agent on DOS website via [eAccess](#)
- Complete, sign and return completed Agent Office Transfer Form and email to ibr@ithacarealtors.com.
- Once IBR has received the transfer paperwork any active or under contract listings that still show under the transferring agents name and current office will be transferred to the current designated broker.
- The transferring agent must wait until the day the transfer occurs in Rapattoni to begin to use lockboxes from the new office. After transfer, SentiLock access could be interrupted for up to an hour.
- Agent should update any contact information in Rapattoni by going to Admin, Modify Your Profile. If email address has changed, please indicate on the next page.

If you have any questions, please contact IBR Staff.

Ithaca Board of REALTORS
957 Mitchell St Ithaca, NY 14850
Phone: 607-257-1001 Email: ibr@ithacarealtors.com

AGENT OFFICE TRANSFER FORM

Ithaca Board of REALTORS
957 Mitchell St Ithaca, NY 14850
Phone: 607-257-1001 Email: ibr@ithacarealtors.com

PLEASE TAKE THE TIME TO READ THROUGH THE CHECK LIST ON PREVIOUS PAGE BEFORE SUBMITTING THIS FORM TO THE ITHACA BOARD OF REALTORS

MEMBER NAME: _____

CURRENT OFFICE NAME: _____

NEW OFFICE NAME: _____

NEW OFFICE ADDRESS: _____

Street

City

State

Zip

AGENT'S EMAIL ADDRESS IS REMAINING THE SAME

AGENT'S EMAIL ADDRESS IS CHANGING *(Please enter new email address below)*

AGENT'S NEW EMAIL ADDRESS: _____

AGENT DOES NOT HAVE SENTRILOCK

AGENT IS A SENTRILOCK SUBSCRIBER *(Please complete SentiLock form; include new broker signature)*

Transferring Agent 's Signature _____

New Broker's Signature _____

Date: _____

The Ithaca Board of REALTORS®, Inc. (IBR) LOCK BOX KEY AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN IBR, and MLS PARTICIPANT (known as "Participant")

(Name of Participating Broker and Company)

AND MLS PARTICIPANT'S LICENSEE ("Authorized User or Agent")

(Name of Agent)

1. **LOCK BOX KEY RECEIPT:** Participant and Agent acknowledge receipt of the lock box key from IBR. Note: A lock box key is any key, programmer, or other device hereinafter referred to as a lock box key by which a lock box can be opened.
2. **TITLE TO LOCK BOX KEY:** Participant and Agent acknowledge that the lockbox key shall be the sole property of SentiLock and shall be returned as required by SentiLock or IBR.
3. **LOCK BOX KEY EXCHANGE BY SENTRILOCK OR IBR:** SentiLock may at its discretion require IBR to replace the lock box key used by IBR and its Authorized Users with replacement lock box keys compatible with the system. SentiLock shall make the exchange of lock box keys at no cost to the IBR unless the exchange is necessary due to Customer negligence.
4. **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 terminates membership with the IBR or returns the lock box key to the IBR.
5. **TERMINATION OF LOCK BOX ACCESS:** Any of the following events will result in the termination of access to the lock box system:
 - a. Termination of a Participant as a Participant in the MLS.
 - b. Termination of an Agent's association with the said Participant for any reason.
 - c. Failure of the Participant /Agent to perform in accordance with any and /or all terms and conditions herein set forth, including, but not limited to, the provisions for security in paragraph 7 below.
 - d. In the event of the death of the Participant/Agent, heirs or personal representatives will surrender the lockbox key to the IBR.
6. **SECURITY OF LOCK BOX KEY:** Participant and Agent acknowledge that it is necessary to maintain security of the lock box key to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
 - a. To keep the lock box key in Agent's possession or in a safe place at all time.
 - b. To not allow his/her personal identification number (PIN) to be attached to the lock box key or disclose to any third party his/her personal identification number (PIN).
 - c. TO NOT LOAN THE LOCK BOX KEY TO ANY PERSON FOR ANY PUPROSE WHATSOEVER OR TO PERMIT THE LOCK BOX KEY TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - d. To not duplicate the lock box key or allow any person to do so.
 - e. To not assign, transfer or pledge the rights of the lock box key.
 - f. To notify the IBR immediately of the loss or theft of a lock box key. The Participant/Agent shall sign and deliver a statement to the IBR with respect to the circumstances surrounding the loss or theft. The IBR shall charge for the replacement of lock box key either lost or damaged.
 - g. To follow all additional security procedures as specified by the IBR.
7. **REPLACEMENT LOCK BOX KEY:** Replacement lock box keys will be issued to Agents who:
 - a. Have complied with this Agreement and the policies and procedures of the IBR with respect to the SentiLock System.
 - b. Pay a fee and/or deposit specified by the IBR to replace a lock box key lost, stolen, damaged or defective.
8. **DISCIPLINARY ACTION:** Participant and Agent agree to be subject to the disciplinary rules and procedures of a committee of the IBR, Board of Directors and/or the Professional Standards Committee for violation of any provision of this Agreement. Discipline may include forfeiture of the lock box key and the Participant or Agent's right to be issued a lock box key.
9. **IDEMNIFICATION:** Participant and Agent agree to indemnify and hold the IBR and all of its respective officers, directors, committee members and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against the IBR resulting from loss, use or misuse of the SentiLock System including, but not limited to, any and all liabilities, including attorney's fees incurred by them as a result of damage or injuries to property or persons arising out of any entry by any person into any premises by use of the SentiLock System.
10. **REIMBURSEMENT:** Participant and Agent agree that, in the event that the IBR shall prevail in any legal action brought by or against the Participant/Agent to enforce the terms of this Agreement, the Participant/Agent as appropriate may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules the IBR may be entitled.

11. **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 nevertheless continue in full force.
12. **PARTIAL INVALIDITY:** If any provisions of this contract are held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
13. **DISCLOSURE TO CLIENTS:** The Listing Participant/Agent shall obtain specific written authorization from the seller before placing a lockbox on the owner's property and before the listing is entered in to the MLS, reflecting that the lockbox has been authorized by seller. The IBR listing contract covers the permission of Lock Box installation.
14. **PARTICIPANT'S RESPONSIBILITIES:**
 - a. Participant warrants that Participant is either a licensed real estate broker or certified real estate appraiser and Participant of the Elmira-Corning Regional Association of REALTORS' MLS.
 - b. Participant warrants that Agent possesses a real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MLS Participant.
 - c. Participant agrees to enforce the terms of the Agreement with respect to any Agent associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Agent.
 - d. Participant agrees to notify the IBR immediately, in writing, should the Participant or Agent terminate their relationship or should the Agent's license be transferred.
 - e. Participant agrees that he/she is jointly and severally liable, together with the Agent, for all duties, responsibilities and undertakings of the Agent under this Agreement and understands that failure to follow the provisions of the Lock Box Key User Agreement may result in the loss of The IBR lock box key privileges and, further, could cause the IBR to recall all lock box keys issued to the Participant and the Participant's Agent.
15. **MLS RULES AND REGULATIONS:** Listing Participant/Agent agree to abide by the MLS Rules and Regulations, and the Lock Box Policies and Procedures of the IBR as amended from time to time.
16. **ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:** This written contract expresses the entire agreement between Participants, Agents, and the IBR with respect to lock box keys. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Agent.

BY (IBR Staff) _____ Date _____

Agent _____ Date _____

Participant (Broker) _____ Date _____