



GREAT FALLS ASSOCIATION OF REALTORS®

401 13th Avenue South
Great Falls, MT 59405

Phone: (406) 453-2752
Fax: (406) 771-0435
www.gfar.realtor

NEW MEMBER GUIDELINES

Thank you for your interest in joining the Great Falls Association of REALTORS®. We look forward to working with you. Please use this checklist as a guideline of our requirements to begin your application process. We must receive all required documents and fees before your application will be submitted to the Board of Directors for approval.

PLEASE PROVIDE THE FOLLOWING TO THE ASSOCIATION OFFICE:

- _____ Application Packet
- _____ Copy of Real Estate License pocket card or letter from the BRR
- _____ Picture ID
- _____ Letter of Good Standing from Other Association (If applicable)
- _____ Appropriate Fees payable by Cash, Check, or Debit/Credit Card
- _____ Additional forms may be required based on individual circumstances.

Your application will be forwarded to the Board of Directors for Approval. As part of the membership process, you are required to attend a New Member Orientation Class. After completion of these requirements you will be inducted into the Great Falls Association of REALTORS®.

If you have any questions, please contact the staff at the Great Falls Association of REALTORS. We're happy to help.

Julie McHenry | Accounting Director | julie@gfar.realtor
Terry Thompson | Chief Executive Officer | terry@gfar.realtor



Great Falls Association of REALTORS®

APPLICATION FOR REALTOR® MEMBERSHIP

☐ Primary

☐ Secondary

I hereby apply for REALTOR® Membership in the **Great Falls Association of REALTORS**, enclosing payment in the amount of **\$165 for a one time application fee and the amount for my 2020 dues payable to the Great Falls Association of REALTORS®**. (Dues amount is prorated according to month joining unless REALTOR® membership was held the previous year.)

I understand that my dues will be returned to me in the event of non-election and that the application fee is nonrefundable.

I will attend a New Member Indoctrination course as prescribed in the Bylaws, Article V, Section 2, and take the New Member Code of Ethics orientation as prescribed in the Bylaws, Article V, Section 5, within **60** days of Association's confirmation of membership. Failure to meet this requirement may result in having my membership terminated. (These requirements do not apply to applicants for REALTOR® membership or provisional members who have completed comparable indoctrination and orientation in another association, provided that REALTOR® membership has been continuous, or that any break in membership is for one year or less.)

In the event of my election, I agree to abide by the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS®, which includes the duty to arbitrate (or to mediate if required by the association) and the Constitution, Bylaws and Rules and Regulations of the Great Falls Association, the Montana Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations.

I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Board of Directors and may be revoked should completion of requirements, such as indoctrination and orientation, not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Board of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.

I hereby submit the following information for your consideration:

PERSONAL INFORMATION:					
First Name				Middle Name	
Last Name				Suffix ☐ Jr, ☐ III, ☐ Sr, ☐ Etc.	
Nickname (DBA):					
Home Address:					
City:		State:		Zip:	
Home Phone:			Cell Phone:		
Personal Fax:					
E-mail Address:			Secondary E-mail:		
Real Estate License #					
Licensed/Certified Appraiser:	☐ Yes ☐ No	Appraisal License #			

COMPANY INFORMATION:			
Office Name:			
Office Address:			
Office Phone:		Fax:	
Company Type: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC (Limited Liability Company) ☐ Other, specify			
Your position: ☐ Principal ☐ Partner ☐ Corporate Officer ☐ Majority Shareholder			
☐ Branch Office Manager ☐ Non-principal Licensee ☐ Other			
Names of other Partners/Officers/ of your firm:			

PREFERRED MAILING/CONTACT INFORMATION:	
Initial Password for Association Site (if applicable):	
Preferred Phone: ☐ Home ☐ Office ☐ Cell	
Preferred E-mail: ☐ Primary E-mail ☐ Secondary E-mail	
Preferred Mailing: ☐ Home ☐ Office ☐ Office Mail Alternate ☐ Member Mail Alternate	
Mail Publications to: ☐ Home ☐ Office ☐ Office Mail Alternate ☐ Member Mail Alternate	

APPLICANT INFORMATION:	
Are you presently a member of any other Association of REALTORS®? ☐ Yes ☐ No	
If yes, name of Association	
Type of membership held:	
Have you previously held membership in any other Association of REALTORS®? ☐ Yes ☐ No	
If yes, name of Association	
Type of membership held:	
Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? ☐ Yes ☐ No	
(If yes, provide details.)	
If you are now or have ever been a REALTOR®, indicate your NAR	
membership (NRDS) #	
Last date (year) of completion of NAR's Code of Ethics training requirement:	
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:					
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:	Address:				
	City:		State:		Zip:
Do you hold, or have you ever held, a real estate license in any other state? ☐ Yes ☐ No					
If so, where:					
Have you or your firm been found in violation of state real estate licensing regulations or other laws prohibiting unprofessional conduct rendered by the courts or other lawful authorities within the last three years? ☐ Yes ☐ No					
If yes, provide details:					
Have you or your firm been convicted 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 Great Falls 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.

Dated: _____

Signature: _____

GREAT FALLS ASSOCIATION OF REALTORS®
Approved – November 19, 2007

ANTITRUST POLICY

Introduction

The Great Falls Association of REALTORS® is a not-for-profit organization. The association is not organized to and may not play any role in the competitive decisions of its members. Rather it serves as a forum for a free and open discussion of diverse opinions without in any way attempting to encourage or sanction any particular business practice.

The Association provides a forum for the exchange of ideas in a variety of settings including its annual meeting, educational programs, committee and business meetings, and the meetings of the Board of Directors. The Board of Directors recognizes the possibility that the Association and its activities could be viewed by some as an opportunity for anti-competitive conduct. Therefore, this statement supports the policy of competition served by the antitrust laws, and communicates the Association's uncompromising policy to comply strictly in all respects with those laws.

While recognizing the importance of the principle of competition served by the antitrust laws, the Association also recognizes the severity of the potential penalties that might be imposed on not only the Association, but its members as well in the event that certain conduct is found to violate the antitrust laws. Should the Association or its members be involved in any violation of federal/state antitrust laws, such violation can involve both civil and criminal penalties that may include imprisonment for up to 3 years as well as fines up to \$350,000 for individuals and up to \$10,000,000 for the Association plus attorney fees; in addition, damage claims awarded to private parties in a civil suit are tripled for antitrust violations. Given the severity of such penalties, the Board intends to take all necessary and proper measures to ensure that violations of the antitrust laws do not occur.

Policy

To ensure that the Association and its members comply with antitrust laws, the following principles will be observed:

- The Association or any committee, subcommittee, or Presidential Advisory Group shall not be used for the purpose of bringing or attempting to bring about any understanding or agreement, written or oral, formal or informal, expressed or implied, among two or more members or other competitors with regard to prices or terms and conditions of contracts for services or products. Therefore, discussions and exchanges of information about such topics will not be permitted at Association meetings or other activities.
- There will be no discussions discouraging or withholding patronage or services from, or encouraging exclusive dealings with any supplier or purchaser or group of potential competitors, or any private or governmental entity.
- There will be no discussions about allocating or dividing geographic or service markets or customers.
- There will be no discussions about restricting, limiting, prohibiting, or sanctioning advertising or solicitation that is not false, misleading, deceptive, or directly competitive with Association products or services.
- There will be no discussions about discouraging entry into, or any competition in any segment of the marketplace.

- There will be no discussions about whether the practices of a member, actual or potential competitor, or other person are unethical or anticompetitive, unless the discussions or complaints follow the prescribed due process provisions of the Association's bylaws.
- Certain activities of the Association and its members are deemed protected from antitrust laws under the First Amendment right to petition government. The antitrust exemption for these activities, referred to as the Noerr-Pennington Doctrine, protects ethical and proper actions or discussions by members designed to influence: 1) legislation at the national, state, or local level; 2) regulatory or policy-making activities (as opposed to commercial activities) of a governmental body; or 3) decisions of judicial bodies. However, the exemption does not protect actions designed to cover up anticompetitive conduct.
- Speakers at committee, subcommittee, Presidential Advisory Group or business meetings of the Association shall be informed that they must comply with the Association's antitrust policy in the preparation and presentation of their remarks.
- Meetings will follow a written agenda. Minutes will be prepared after the meeting to provide a concise summary of important matters discussed and actions taken or conclusions reached.

At informal discussions at the site of any Association meeting all participants are expected to observe the same standards of personal conduct as are required of the Association in its compliance.

It is recommended that Association volunteers read, date, and retain a copy of this statement for their personal files.

(11-19-07)

Signature

Date

Print Name



Member Contact Information

Name _____ Nickname _____

Office Name _____

Home Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Office Address _____ City _____ State _____ Zip _____

Home phone _____ Email address (home) _____

Office Phone / Extension _____ Email address (office) _____

Cell Phone _____ Office Website _____

Office Fax # _____ Personal Fax # _____ Individual / Team Website _____

Preferred Address: ☐ Home ☐ Mailing ☐ Office

Preferred Phone: ☐ Home ☐ Office ☐ Cell

Preferred e-mail: ☐ Home ☐ Office

Preferred Fax: ☐ Personal ☐ Office

Real Estate License # _____

- ☐ Salesperson ☐
☐ Broker ☐
☐ Supervising Broker ☐
☐

Appraisal License # _____

- ☐ Certified Residential ☐ Mentor
☐ Certified General ☐ Trainee
☐ Residential

Property Manager License # _____

Primary Field of Business _____ Secondary Field of Business _____

Member of Other Associations _____ Member of Other MLS's _____

Additional Information / Comments: _____

Member Signature

Date

GFAR STAFF Update (circle): Individual Only Individual & Office Office Only

Distribution Lists _____

Great Falls Association of REALTORS® Privacy & Security Policy

We recognize the importance of protecting the personal information you provide the Great Falls Association of REALTORS® (GFAR). We maintain the following privacy policy:

1. We gather the following types of information needed to process your transactions, fulfill your requests, and maintain our membership records:
 - Contact information you provide (for example, your personal and business addresses, phone and fax numbers, firm affiliations and titles).
 - Tracking information which our Web server automatically recognizes each time you visit our site or communicate with us by email (for example, your domain name, your email address, and what pages you visit).
 - Information you volunteer, via applications or surveys (for example education, designations, specialties, affiliations with other real estate organizations and general data).
2. We use this information to:
 - Improve and customize the content and layout of our GFAR web page site and other communication tools.
 - Notify you of updates.
 - Notify you of relevant products and services.
 - Notify you of upcoming events and programs.
 - Notify you of Calls to Action.
 - Compile a membership directory.
 - Track usage of our site.
 - Notify the Board of Realty Regulation about continuing education credits you have completed.
 - Update your member records in NRDS.
 - Assist the State and National REALTOR® associations in membership tracking and for their use for purposes similar to those listed above.
3. GFAR does not sell or trade e-mail addresses, but may provide you on-line information or marketing messages via your email address that have been approved by GFAR, MAR or NAR. Your email address may be listed in the membership directories available on GTFAR.com or GreatFallsRealEstate.com.
4. We will not share, sell or otherwise provide other information about you to third parties, except for:
 - When required by law or valid legal process, or to protect the personal safety of our members or the public.

5. Credit information that you and credit authorizers provide when you make payments by debit/credit card or electronic check for products, dues or other services via the Realtor® Electronic Commerce Network (“E-Commerce Network”) or through the GFAR website, will only be used to process the transactions you request. This information will be provided to and maintained by reputable credit reporting/processing databases, but will never be sold, shared or provided to third parties. Information related to payment of dues and fees will not be shared with other members. The Designated Realtor® or Supervising Broker who is responsible for a Realtor® is the only person who can/will receive payment information regarding the members in their office.
6. We maintain security procedures and standards which we believe are as safe as today’s technology permits. We test these procedures and modify them regularly as new technologies become feasible.
7. We utilize an Opt-Out policy for sending online and fax notifications regarding services, products and programs.
8. You may edit your personal contact information directly in the NRDS system and flexmls system or by contacting the GFAR office. GFAR website information can only be edited by GFAR staff.

Copyright© 2019

Great Falls Association of REALTORS®

401 13th Avenue South

Great Falls, MT 59405

406-453-2752

Updated: October 2019



Great Falls Association of REALTORS® Participant SentriKey® Lockbox Service Agreement

It is hereby agreed between the Great Falls Association of REALTORS® (GFAR) and the MLS Participant identified below:

1. Participant warrants that Participant is a Participant of the Montana Regional MLS, LLC (MRMLS) and a licensed real estate broker or appraiser in the State of Montana.
2. Participant warrants that all agents/appraisers (Authorized Users) in Participant's firm possess a real estate or appraiser license and are in fact associated with or supervised by Participant.
3. Participant agrees to abide by and enforce the terms of the Lockbox Authorized User Agreement with respect to any Authorized User associated with Participant and understands that they are not relieved of any responsibility or obligation by the mere fact of such disassociation with Authorized User.
4. Participant agrees to notify GFAR immediately, in writing, should the Participant or Authorized User affiliated with Participant terminate their relationship or should the Authorized User's license be transferred, surrendered, revoked or suspended.
5. GFAR will invoice the Participant for lockbox services quarterly for each Authorized User in Participant's firm, in accordance with GFAR's billing policy. Participants will be assessed a user service fee for every Authorized User's use of the lockbox system in an amount subject to change annually, as determined by the GFAR Board of Directors. If Participant fails to pay the user service fees by the due date, GFAR may assess a late penalty and/or re-activation fee, and de-activate all Authorized User's service who are associated with the Participant until the fees and late penalty are paid in full.
 - a. Authorized Users who begin service after a billing cycle will be added to the next quarterly bill.
 - b. Authorized Users who cancel service after a billing cycle, will only be refunded for the full month(s) of service not used. There is no pro-ration for days of service used or unused. The Participant receives the refunded amount.
 - c. Participants may pay quarterly, semi-annually or annually. Payments are not accepted from Authorized Users per the billing policy.
 - d. Payment terms are net 10 days. Valid payment options are cash, check credit card. Recurring credit card payments are an available option. Contact GFAR staff for the applicable form.
 - e. The GFAR CEO reserves the right to assess late and re-activation fees and approves all refunds of service fees.
6. Participant agrees that they are jointly and severally liable, together with the Authorized User, for all duties, responsibilities and undertakings of the Authorized User under the Lockbox Authorized User Agreement. Failure to follow the provisions of that Agreement may result in loss of service, privileges and further, could cause GFAR to terminate or suspend access to the Participant and all Authorized Users affiliated with Participant.
7. Participant agrees lockboxes are the property of GFAR and are issued to Authorized Users of Participant's firm as a service of GFAR and not MRMLS.
8. Participant agrees if Authorized Users access a lockbox in a MLS or association offering reciprocity, Authorized Users agree to abide by the applicable lockbox rules and policies of such association and are subject to discipline therein. (GFAR has reciprocal agreements with NMAR, MOR, HAR, RMAR – owners of the MRMLS)
9. Participant and their Authorized Users are responsible to know and understand the GFAR Lockbox Rules and Regulations and Service Agreements.

Participant Signature

Date

Office/Firm Name

Great Falls Association of REALTORS®
SentriKey® Authorized User Agreement

Upon acceptance of this Authorized User Agreement (the “Agreement”) by the undersigned Authorized User (the “Authorized User”) this Agreement will govern the Authorized User’s rights to use the Lockbox System as hereinafter defined.

The Great Falls Association of REALTORS®, Inc. (GFAR) and SentriLock, LLC (“SentriLock”) have contracted under separate agreement for lockbox services, namely SentriLock Bluetooth® REALTOR® Lockbox Series System (the “Lockbox System”). The Lockbox System includes the Bluetooth REALTOR® Lockbox (the “Lockbox” or “Lockboxes”) and access to SentriSmart® and SentriConnect® apps for management of Lockbox access and administration. GFAR offers the Lockbox System services to active Participants and Subscribers of the Montana Regional MLS, LLC (the “MLS”) and members of GFAR. The parties agree as follows:

1. **USE:** The Authorized User may use the Lockbox System and any Lockbox GFAR provides to and registers to the Authorized User in connection with the Authorized User’s normal and customary activities, while acting as a real estate agent, appraiser or other GFAR approved Authorized User within the terms and conditions set forth in this Agreement.
2. **OWNERSHIP:** The Lockboxes are, and shall at all times be and remain, the sole and exclusive property of GFAR. The Authorized User will have no right, title or interest in any Lockbox except as expressly set forth in this Agreement.
3. **TERM:** The term of this Agreement begins on the date the Authorized User accepts this Agreement and terminates on the earlier of: (1) termination of GFAR’s master agreement with SentriLock; (2) termination of participation with the MLS and/or membership in GFAR; (3) GFAR terminates this Agreement as provided in Section 10 of this Agreement; or (4) the Authorized User terminates this Agreement with written notice to GFAR. Upon termination of this Agreement for any reason, the Authorized User shall surrender their usage of the Lockbox System immediately and return all Lockboxes to GFAR in good condition. The Authorized User shall reimburse GFAR for the cost of any damaged, stolen or lost Lockboxes, including any applicable shipping charges.
4. **PAYMENT:** The Authorized User acknowledges that GFAR shall invoice the Authorized MLS Participant (Broker/Appraiser) (the “Participant”) for Lockbox services quarterly for every Authorized User in the Participant’s firm, in accordance with GFAR’s billing policy. The Participant will be assessed a User Service Fee for every authorized user’s use of the Lockbox System as determined by the GFAR Board of Directors. If the Participant fails to pay the User Service Fees by the due date, GFAR may assess a late penalty and/or reactivation fee, and de-activate all authorized user’s services who are associated with the Participant until the fees and late penalty are paid in full including, without limitation, the Authorized User. GFAR does not accept payment from an authorized user who is not also the Participant as per GFAR’s billing policy.
5. **LICENSE:** The Authorized User acknowledges that the Lockbox System and the Lockboxes are the sole property of SentriLock and GFAR, respectively. The Authorized User acknowledges that the Lockbox System is a work in which SentriLock has patent, copyright and trademark rights and that the license SentriLock has granted to GFAR is for the purpose of facilitating the ability of GFAR members to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. The Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing or otherwise transferring the Lockbox System or any portion or element thereof. The Authorized User shall use the Lockbox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way

relating to the possession, use or maintenance of the Lockboxes. Any Lockboxes registered to the Authorized User by GFAR under this Agreement shall be returned as required by SentiLock or GFAR. GFAR may, at its discretion, require the Authorized User to replace the Lockboxes with Lockboxes compatible with the Lockbox System.

6. **DUTIES TO CLIENTS:** Lockboxes may not be placed on a property without written authorization from the seller/owner (and tenant if applicable). Written authorization must be obtained before placing a Lockbox on the property and before the listing is input into the MLS.
7. **LOSS AND DAMAGE:** The Authorized User assumes and shall bear the entire risk of loss and damage to the Lockboxes from any and every cause whatsoever. No loss or damage to the Lockboxes or any part thereof shall impair any obligation of Authorized User under this Agreement which shall continue in full force and effect.

In the event any lockbox is damaged, Authorized User shall return the damaged Lockbox to GFAR who shall then submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the SentiLock warranty, the Authorized User shall reimburse GFAR for any costs incurred in connection with the repair, replacement, or shipping costs of the Lockbox.

If a Lockbox is lost or stolen, or if in the reasonable judgment of GFAR, a Lockbox has been destroyed or damaged beyond repair, the Authorized User will pay GFAR the total current replacement cost including all applicable shipping costs.

8. **AUDIT/INSPECTION:** From time to time, GFAR may conduct a full audit requiring Authorized Users to verify the then-current location of all Lockboxes. The Authorized User agrees to fully cooperate with such audits. GFAR shall, at any and all times, have the right to go to any property where a Lockbox is located for the purpose of inspecting or observing its use. The Authorized User shall give GFAR immediate notice of any attachment or other judicial process affecting any Lockbox and shall, whenever GFAR requests, advise GFAR of the exact location of each Lockbox. In the event a Lockbox cannot be accounted for, GFAR reserves the right to assess a replacement cost of the Lockbox, including any applicable shipping cost, to the Authorized User.

Lockboxes owned or leased by GFAR can be recalled at any time, whatsoever with notice to the Authorized User. If the Authorized User fails to return Lockboxes as indicated in the notice, GFAR reserves the right to assess the replacement cost of the Lockbox/es, including any applicable shipping costs, to the Authorized User.

9. **DISCLAIMER OF WARRANTIES:** GFAR is not the manufacturer, supplier or dealer of the Lockbox System. Accordingly, GFAR makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof including the Lockboxes, or their materials or workmanship. GFAR further disclaims any liability for loss, damage, or injury to the Authorized User or third parties as a result of any defects, latent or otherwise, in the Lockbox System or any Lockbox, whether arising from GFAR's negligence or application of the laws of strict liability. The Authorized User takes possession of any and all Lockboxes issued to them "as is".
10. **FAILURE TO COMPLY:** The Authorized User agrees to be subject to the disciplinary rules and procedures of GFAR for violation of any provision of this Agreement. Discipline may include forfeiture of the Authorized User's access to the Lockbox System and the Authorized User's right to retain any Lockbox issued to the

Authorized User under this Agreement. GFAR or SentiLock may, at any time, fine an Authorized User, suspend or terminate access to the SentiLock System and revoke Lockbox System, and any other Lockbox Service for cause, including but not limited to:

- a. Violation of GFAR's Lockbox Rules and Regulations, applicable Bylaws, or other applicable rules or policies including but not limited to regulations of the Montana Board of Realty Regulation, and the National Association of REALTORS®;
- b. Non-payment of fees due, regardless of conduct or other rules;
- c. Sharing or loaning any Lockbox System credentials to another person, whether or not they are a member of GFAR;
- d. Allowing access to the Lockbox without Seller's/Owner's written authorization;
- e. Criminal activity including property damage and theft from a property secured by a Lockbox; or
- f. Dissemination of any information that would jeopardize the security or integrity of the Lockbox System including but not limited to, a property secured by such, or the safety of the Authorized User, property owner(s), occupant(s), clients, customers, or other real estate professionals.

11. **SURRENDER:** The Authorized User agrees to return all Lockboxes within five (5) business days to GFAR after occurrence of any of the following events:

- a. Termination of participation with the MLS and/or membership in GFAR;
- b. Termination of Authorized User's affiliation with a Participant;
- c. Termination of this Agreement under Section 10 of this Agreement; or
- d. In the event of the death of the Authorized User, heirs or personal representatives will return all Lockboxes to GFAR.

12. **RECIPROCITY:** Authorized User may have rights to use lockbox systems of other REALTOR® associations including those that use the Lockbox System. If accessing a lockbox in an association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such association and be subject to any discipline therein.

13. **INDEMNIFICATION:** The Authorized User agrees to indemnify and hold GFAR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against GFAR resulting from loss, use or misuse of the Lockbox 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 entry by any person into any premises by use of the Lockbox System. The Authorized User shall promptly notify GFAR of any claim, and cooperate fully with them in defending or settling any claim.

14. **NOTICES:** All notices, demands, or consents required or permitted under this Agreement shall be submitted either in writing and delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party at the following addresses:

GFAR: 401 13th Ave South, Great Falls, MT 59405 Email: info@gfar.realtor

Authorized User: To the contact information on file at GFAR

15. **ASSIGNMENT:** The Authorized User shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or

obligations thereunder, shall be void and constitute ground for immediate termination of this Agreement by GFAR.

All rights of GFAR hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to the Authorized User. If GFAR assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by GFAR hereunder or pursuant to any other agreement between GFAR or the Authorized User, should there be one, shall excuse performance by the Authorized User of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by GFAR under the terms of this Agreement. Anything herein contained to the contrary, GFAR shall not have the right to, and agrees that it will not, include in any such assignment any of GFAR's rights against vendors, manufacturers or suppliers of any of the Lockboxes.

16. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. The Authorized User acknowledges that by entering into this Agreement, the Authorized User has transacted business in the State of Montana. The Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in State of Montana, as to all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.
17. **PARTIAL INVALIDITY:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
18. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Authorized User and GFAR with respect to the Lockbox System. 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 in the event of death of the Authorized User.
19. **AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with this Agreement, GFAR Lockbox Rules and Regulations and Lockbox System Policies any of which may be from time to time amended. A copy of the GFAR Lockbox Rules and Regulations and Lockbox Violation Policy can be found online by logging into the GFAR website or via request at the GFAR office. I understand that violations of GFAR Lockbox Rules and Regulations may result in fines and/or suspension or termination of Lockbox Service.

Authorized User Signature: _____ Date: _____

Authorized User Name (print): _____

Office/Firm Name: _____

Great Falls Association of REALTORS®, Inc.

By: _____ Date: _____

Title: _____