

Real Estate Signage's, Inc. Posting Agreement

This Agreement is entered into by and between Real Estate Signage, Inc., a California Corporation, hereinafter referred to as Real Estate Signage, and _____, hereinafter referred to as Advertiser. Real Estate Signage agrees to provide for Advertiser the installation and removal of "For Sale", and other advertising signs, at locations designated with the following terms and conditions:

A. Real Estate Signage shall provide Advertiser the following standard services:

1. Prompt installation and removal of signs within central Marin County, usually within one (1) working day, excluding Saturday, Sunday, holidays, or on days of extreme weather or traffic.
2. Professional service using only quality materials and workmanship.
3. Itemized monthly statement setting forth the details of all account chargeable activity for the month.
4. Storage of signs not in use at Real Estate Signage warehouse when signs have been formally provided to Real Estate Signage for storage (minimum quantities may apply). Real Estate Signage is not responsible for lost or damaged signs in the field or on our premises. (Signs are stored as a convenience for our customers.) Inactive custom signs will be discarded after 90 days. Real Estate Signage does not store "custom made riders". Custom made "name riders" will be stored and input into inventory if a minimum of 3 are purchased on an initial order.
5. Sign placement as specifically instructed by Advertiser or, in absence of specific instructions, placement in the best and safest possible location as determined by Real Estate Signage at the time of installation.
6. Rental of all white wooden posts, metal posts, brackets, brochure boxes, stock riders, and necessary connecting hardware.
7. Prompt repair by Real Estate Signage of any damage to pipes and sprinklers resulting from installation error by Real Estate Signage. If Seller, Agent, or Advertiser decide to contract out for these repairs to someone else, they do so at Advertiser's expense. (Real Estate Signage is not responsible for repairing/patching/painting of holes/scratches/marks, nor for the repair of lawn holes (if any) due to sign installations.)
8. One week guarantee that all posts are properly installed and still securely standing in the absence of theft, vandalism, or extremely windy conditions.
9. Reasonable efforts to recover Advertiser owned signs when removing posts from installation site. Real Estate Signage will not be responsible for loss, damage, misplacement, or return of Advertiser's signs or riders after the initial sign placement.

10. Return and/or storage of Advertiser owned riders hung by Real Estate Signage upon removal of posts. Real Estate Signage shall not be liable for loss or non-recovery of "agent name", "custom rider", "home info", or other such rider.

11. Notification, order notation, or online inventory adjustment when signs or materials were not recovered at the installation site at the time of attempted removal.

12. Notification or order notation that signs or materials not hung by Real Estate Signage were deliberately left at the installation site at the time of attempted removal, unless instructed otherwise by Advertiser on the removal request.

B. Advertiser agrees to provide Real Estate Signage with the following terms and conditions, which outline its responsibility:

1. Obtain owner, tenant, homeowner association(s), and any other necessary approvals prior to requesting service from Real Estate Signage.

2. Assist Real Estate Signage in recovering signs and posts from properties when locked in garage or behind house or building as requested by Real Estate Signage.

3. Provide accurate installation information including complete street number and name, city, nearest cross street, and order number (if applicable).

4. Provide plot map and orange flag site markers for all vacant lot installation requests.

5. Make prompt payment of all charges for services as outlined in the online "Pricing" list. Monthly statements (for the previous month's activity) are emailed at the beginning of every month and are due and payable upon receipt. Service may be interrupted, and a service charge of 1.5 percent per month (minimum \$3.00) will be added to all statements when payment is not received by the due date on the invoice. Any statements not paid within 45 days may result in installations being removed and the account terminated. Any discrepancies regarding billing must be addressed within 10 days of the invoice date. Not hearing otherwise, the billing will be payable as stated. Report any problem associated with installation error within (3) working days of placement. After such time, installations will be considered proper, and will be charged accordingly.

C. With respect to the term of said Agreement, the parties mutually agree to the following:

1. Advertiser agrees, in consideration of the capital expenditures required of Real Estate Signage, that the exclusive right to perform the services described herein should be granted to Real Estate Signage for a period of six (6) months. Thereafter this shall renew automatically on the same terms and conditions (with occasional pricing modifications) for successive (30) day periods until terminated by either party with or without cause. All posts installed, stock riders, and hardware utilized, are and remain the property of Real Estate Signage.

2. While this Agreement is in force, Advertiser may not grant the right to perform sign services to any other such company or similar service company, unless permission is granted by Real Estate Signage (in a case where the posting is beyond the desires or capabilities of Real Estate Signage). Advertiser may, however, install (and remove), their own signs.

3. Account will be closed by Real Estate Signage (at its sole discretion) as a result of inactivity for a period of one year or more.

4. In the event of termination of this Agreement, the right of Advertiser to use Real Estate Signage's services ceases immediately and Real Estate Signage may recover all signs and posts immediately. However upon receipt of the current lost post/rider/spike fees for each installation remaining in the field after the effective date of termination, Real Estate Signage may, at its sole discretion, elect to leave Advertiser's remaining inventory installed until such time as Advertiser requests removal. Upon Advertiser's notification to remove and the successful recovery by Real Estate Signage of Advertiser's entire inventory, Real Estate Signage shall return all deposits posted by Advertiser for each post and sign recovered after termination (less rental fees/taxes).

5. Upon Advertiser's payment in full to Real Estate Signage of all charges for services outstanding at the time of termination of service, Real Estate Signage agrees to return all Advertiser owned signs and riders in Real Estate Signage's possession to Advertiser.

D. The parties agree that the following are the general provisions of this Agreement:

Section 5.1 - The covenants contained herein shall apply to and bind the heirs, successors, executors, and administrators of all parties herefrom.

Section 5.2 - Either party may terminate this Agreement in the event of a violation of any material provision of this Agreement by the other party.

Section 5.3 - The prevailing party shall be entitled to recover from the other party its costs and attorneys fees incurred in any action brought by either party to enforce the terms of this Agreement.

Section 5.4 - No failure by either party to insist upon the strict performance by the other of any covenant, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, term, or condition.

Section 5.5 - Time is of the essence of this Agreement and of each provision.

Section 5.6 - This contract contains the entire Agreement of the parties with respect to the matters covered by this contract, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of either party, which is not contained in this contract, shall be binding or valid.

Section 5.7 - If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 5.8 - The captions of the articles, sections, and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 5.9 - All references to the term of this Agreement shall include any extensions of such term.

Section 5.10 - This Agreement is not subject to modification, except in writing.

Section 5.11 - All requests from one party to another may be personally delivered, sent by mail, or faxed with verbal confirmation of receipt and shall be deemed to have been given at the time of personal delivery or at the time of mailing or at the time of faxing.

Real Estate Signage, Inc. _____
1805 Marion Avenue _____
Novato, CA 94945 _____
TEL: (415) 898-7604 TEL: _____
FAX: (415) 898-7614 FAX: _____

Section 5-12 – The terms of this Agreement shall be deemed accepted or ratified by placement of an order subsequent to this notification, or by proper subscription by the parties or both.

THE PARTIES HERETO execute this Agreement on this date the _____ day of _____, 20____, in Marin County, California.

By: Authorized Representative(s):

1) _____
Advertiser.

Donald G. Perrando, President.
Real Estate Signage, Inc.

2) _____

Revised 03/08/16