



**PERSONAL INFORMATION**

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_  
 Company Name (i.e. Brokerage) \_\_\_\_\_ Contact Phone \_\_\_\_\_  
 Team Name \_\_\_\_\_ Email Address \_\_\_\_\_

**OFFICE ADDRESS**

Address \_\_\_\_\_ Suite/Unit # \_\_\_\_\_  
 City \_\_\_\_\_ ST \_\_\_\_\_ Zip/Postal \_\_\_\_\_ Country \_\_\_\_\_  This is a residential address

**CREDIT CARD INFO & BILLING ADDRESS**

(If Different From Office Address)

Address \_\_\_\_\_ Suite/Unit \_\_\_\_\_  
 City \_\_\_\_\_ ST \_\_\_\_\_ Zip/Postal \_\_\_\_\_  
 Name as it Appears on Card \_\_\_\_\_  
 VISA  MC  AmEx  
 Credit Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_

**SIGNATURE**

By signing here, you authorize Real Pro Systems to charge your credit card for the setup and recurring services described on this page, according to the Terms of Service on the back of this order form

**x** \_\_\_\_\_

DATE: \_\_\_\_\_

**Notes:**

\_\_\_\_\_

**Real Pro Gold** 5 Systems in One. 1. Professional Website 2. Follow-up Systems 3. Stealth Sites 4. Showing Feedback Tool 5. Blog

Monthly Service Fee \$99 (commences 30 days after sign up) Setup Fee \$1195.....

**FSBO (Option)**  
 FSBO website and follow-up campaigns!

Setup Fee \$295.....

**Short Sale (Option)**  
 Short Sale website and follow-up campaign!

Setup Fee \$295.....

**Pro Leads (Option)**  
 Pay-per-click buyer lead generation

Monthly Budget \$150  \$250  \$350  Setup Fee \$350.....

**Real Pro Silver**

2 Systems in One. 1. Professional Website 2. Follow-up Systems

Monthly Service Fee \$49.95 (commences 30 days after sign up) Setup Fee \$395.....

**Stand Alone- Real Pro FSBO**

FSBO website & Follow-up Campaigns.

Monthly Service Fee \$49.95 (commences 30 days after sign up) Setup Fee \$495.....

**Agent Podcast**

Professional interview is produced & posted online each month!

Monthly Production Fee \$49.95 (commences on the second month of production) Setup Fee \$295.....



**Terms and Conditions (Page 1 of 2)**

Real Pro Systems ("RPS") agrees to provide \_\_\_\_\_ ("Client") with Website, and/or Marketing and Prospecting Systems ("Services") in exchange for monetary consideration, according to the Terms and Conditions described within this Agreement.

**Description of Services**

RPS will setup the Agent Prospecting System and FSBO upgrade within 21 days from the time Client provides: 1) written acceptance of preferred design package and color preferences; 2) Client's preferred contact and branding information; 3) all appropriate logos; 4) all appropriate domain names and 5) Client's photos. Upon successful setup of Services, Client has 14 days to review and request any branding revisions, not to exceed a total of one hour of required work. All additional customization requests will be billed to the Client at RPS's standard hourly rate for custom changes.

ProLeads Services are implemented within 30 days of Client's order, on the first day of the following month. RPS generated buyer leads are distributed among ProLeads participants within specific market places. Each lead includes first name, e-mail address, and preferred buyer search criteria. RPS makes no representations as to the true identity of such leads, or the number of leads the Client can expect in any given month. Volatility in online marketing expenses and online consumer behavior make such forecasts impossible to predict with any degree of certainty. ProLeads recurring subscription costs are collected in advance each month. Client may cancel their participation in ProLeads no later than five (5) days prior to the beginning of any new month. Re-activation fees may apply if Client wishes to re-join the ProLeads program.

Agent Podcast services are produced monthly and hosted on TalkRealty.com. Client is issued a monthly Production Credit with a podcast script at the beginning of each month. Client must call the Podcast Hotline and submit their podcast audio before the production credit expires on the twenty-first (21<sup>st</sup>) day of the month. RPS will produce and post podcast within 7 business days of receiving Client's audio. No refunds will be issued for unused or expired Production Credits. Client may cancel Podcast subscription no later than five (5) days prior to the beginning of any new month. Re-activation fee applies to Clients who cancel and later reactivate their podcast account.

**Proprietary Content Ownership and Rights**

RPS owns and retains all rights to its copyrighted content, programming and Service trademarks. Client shall have no ownership rights to any of RPS's intellectual property including, but not limited to, common designs, layouts, content, program code, scripts, database structures, proprietary strategies and processes. A Real Pro Systems copyright notice will be placed on all accessible web pages included in the Services.

**Authorship Mark and Client References**

Client agrees that RPS can place a reasonably sized and positioned logo and/or text link on website pages included in the Services. Client also agrees that Real Pro Systems may reference its relationship with Client for marketing purposes.

**Payment for Services**

Client must provide RPS with a valid credit card to activate account. Client authorizes RPS to automatically charge his/her credit card for all Services request. Client agrees to keep credit card information updated, and to provide RPS with a new valid account number if the credit card on record fails to process appropriately. RPS reserves the right to place an account on hold, suspend Client's Services and/or terminate this agreement if Client is past due in paying RPS for Services requested. Client authorizes RPS to automatically charge Client's credit card for all monthly, quarterly and annually recurring Services. Recurring Services are to be paid in advance and will automatically renew for additional periods, each of equal length, unless Client notify RPS of your intent not to renew the services at least five (5) business day prior to the expiration of the then current term. From time to time, RPS may change the pricing recurring services at any time with 30 days notice. Client agree to be bound by the new pricing upon renewal of any monthly, quarterly or annual services after the 30 day notice period.

**Cancellation and Termination**

Client may terminate his/her account with RPS by providing written notice to RPS at least five (5) business days prior to the end of the current recurring billing period. RPS will terminate Services on the 1st day after the end of client's then current billing period. It is Client's responsibility to archive any information Client may be entitled to copy and reuse prior to deactivation. After Client's services are deactivated, Client will not be able to access any information previously stored on and/or transmitted through the Services. No refunds will be provided for setup or other paid fees for any reason after Client request and/or order Services.

**Customer Content**

RPS has the right to store and/or transmit information Client provides through the services and Client agrees to indemnify and hold RPS harmless against any and all claims or causes of actions that may arise with respect to the information against RPS (or its affiliates). Client agrees that all information submitted to, stored or distributed by Client in connection with the Services (i) shall not be false or misleading; (ii) shall not infringe any copyright, patent, trademark, or trade secret; (iii) shall not violate any law, statute, ordinance or regulation; (iv) shall not be defamatory, libelous, threatening or unlawfully harassing; (v) shall not promote or contain content that is offensive or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise); (vi) shall not submit any computer programming routines that interfere with or undermine Services in any way; and (vi) shall not create liability for RPS or cause it to lose (in whole or in part) customers or the services of service providers or other suppliers.

**Use of Services**

Client shall not use the Services for "spamming," as determined by RPS in its reasonable discretion. Client shall not use the services for any unlawful purpose. Client shall not engage in any other conduct that restricts or inhibits any other person from using or enjoying the Services, or which, in the judgment of RPS, exposes RPS or any of its customers or suppliers to any liability or detriment of any type.

**Modifications to This Agreement**

RPS may modify this agreement at any time. Any modification is effective upon the posting of same by RPS on its website at RealProSystems.com, and within Client's individual control panel. RPS may also notify Client of any modifications by e-mail and/or faxed correspondence.

**Terms and Conditions**

**WARRANTY**

THE SERVICES AND ALL INFORMATION PROVIDED BY RPS IN CONNECTION WITH THE SERVICES IS PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL OR IN WRITING, AND CLIENT ACCEPT THE SERVICES PROVIDED AT CLIENT'S OWN RISK.

**Limitation of Liability**

In no event shall RPS or any of its affiliated or related parties be liable for any damages nor shall Client hold RPS or any of its affiliated or related parties liable resulting from the use of or inability to use the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not RPS is advised of the possibility of such damages. The sole and exclusive remedy for dissatisfaction with the Services will be to stop using the Services.

**Indemnification**

Client hereby agree to indemnify and hold RPS and its affiliates and related parties, harmless against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to Client's use of the Services or any breach or violation of this agreement.

**Assignment**

The right to receive the services is personal to Client and Client may not transfer by assignment, sublicense, or any other method the service to any other person or entity without the prior written consent of RPS. Client agrees that this agreement may be automatically assigned by RPS to any third party, in RPS' sole discretion and without notice.

**Representation**

CLIENT HEREBY REPRESENT TO RPS THAT CLIENT IS AT LEAST 18 YEARS OLD AND AUTHORIZED TO ENTER INTO THIS AGREEMENT. CLIENT ALSO REPRESENTS THAT CLIENT IS ENTERING INTO THIS AGREEMENT ON HIS OR HER OWN BEHALF, HAVING INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT, AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. AT ANY TIME UPON REQUEST BY RPS, CLIENT AGREES TO SIGN A NON-ELECTRONIC VERSION OF THIS AGREEMENT, AND ANY OTHER AGREEMENTS OR STATEMENTS REASONABLY NECESSARY FOR RPS TO PROVIDE AND ACCOUNT FOR THE SERVICES.

**Conflict Resolution**

Any dispute between RPS and Client that cannot be resolved to the mutual satisfaction of both parties shall be settled by arbitration in accordance with rules set forth by the American Arbitration Association. Arbitration shall be held in Lane County, Oregon. The arbitration decision and award shall be binding on both parties.

**Force Majeure**

Neither party will be deemed in breach of this agreement to the extent that performance of its obligations are delayed or prevented by reasons of force majeure, such as riots, acts of terrorism, fire, flood, earthquake, acts of government and the like, provided that such party gives the other party written notice thereof promptly and uses its best efforts to continue to perform its obligations.

**Updates to Terms and Conditions**

RPS reserves the right to revise these Terms and Conditions at any time by updating this posting. By using the Services, you agree to be bound by any such revisions and should therefore periodically review these Terms and Conditions.

X \_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
RPS Representative's Signature

\_\_\_\_\_  
Date