



MLS Update Service - Agent Contract

We offer a special AgentWeb conversion rate for agents who have left one of our broker contracts: \$150/year is almost a 50% discount of our normal \$20.00 monthly rate. Please complete and sign the contract below and fax to (208) 367-9076.

Domain Name: _____ Responsible Party: _____
 Street: _____ Phone: _____
 City, State, Zip: _____ Fax: _____
 Agent MLS: _____ Email: _____

IDX Service Conversion from Broker Paid AgentWeb to Direct Infofuel Billing:

Our standard service rate is \$50 setup and \$20/month, but because you were set up through your broker, we offer renewal with you at an annual payment plan at \$150, which is 50% off our regular agent rate.

	Annually
Agent Site Components (up to 5 agents per account included) – Includes Daily Updates, Listings Search, control panel for Virtual Tour and Enhanced image updates, Featured Listings, Visitor Tools Customized to general email address and layout, multiple agents can share the same account, but there is one general email and phone number contact	\$150.00
Also Includes Agent Banner – Add Agent Banner information for display with that agent's homes, and rotated randomly throughout homes listed outside the agent group entered. Agent contact info will vary in this area.	
Total	\$150.00

Consented and agreed to Effective date _____

Annual: **\$150.00**

Custom development work is available at the hourly rate of \$75.00 - If you are interested in modifying your web site, please contact us for an estimate!

Payment is due prior to contract effective date. All work shall be completed according to industry standard practices. Deviation from the above specifications may increase the price over and above the estimate. This agreement is contingent upon any events beyond Infofuel's control, and subscriber's acceptance of the attached terms and conditions.

Infofuel Production Co. Representative: _____
Authorized Signature Sherilyn K. Orr

Authorized signature: _____

The following information is required if you wish to have all authorized charges billed to your credit card.

Credit Card: _____

Expiration: _____ Card Type: Visa Mastercard American Express



Service Setup: Upon receipt and approval of this signed Contract, infofuel Production Co. shall create an MLS Update Service account to enable the Client's site to present MLS Listings and visitor services through their web site. Client is responsible for performing or contracting integration of Client's account into web site unless separate integration fee is authorized on this contract.

Terms: This Contract shall be effective for the selected recurring term beginning on the contract Effective Date and continuing until terminated. Infofuel Production Co. may revoke this Contract at any time prior to the Effective Date.

Termination by Infofuel Production Co.: Infofuel Production Co. in its sole discretion and judgment, may terminate this Contract immediately or suspend Client's services upon a breach of this Contract by Client, including, but not limited to, refusal or failure to pay for the Services, or any portion thereof, or by sole judgment of Infofuel Production Co. that Client may be performing activities harmful to Infofuel Production Co. or its other Clients, employees, vendors, business relationships, or any other users of the Internet. Infofuel Production Co. may terminate this Contract for any reason, without cause, upon thirty (30) days prior Notice to Client. Notice shall be in writing and delivered by hand, electronic mail (e-mail), facsimile, or certified mail, return receipt requested, at the addresses set forth herein. Notice shall be effectively given upon receipt if delivered by hand, email or facsimile, or, if given by certified mail, upon expiration of five (5) days after postmark.

Termination by Client: Client may terminate this Contract upon the following: (1) thirty (30) days prior written Notice to Infofuel Production Co. and (2) payment of all outstanding fees owed up to and through the Notice period.

Limited Warranty: Infofuel Production Co. warrants only that it shall, subject to the terms and conditions of this Contract, provide Client the Services. Infofuel Production Co. makes no other warranties and specifically disclaims any express and/or implied warranties of merchantability, fitness for a particular purpose, or against infringement.

Limitation of Liability: Client specifically agrees that, in no event, shall any liability to Infofuel Production Co. as a result of this Contract and the provision of the services hereunder exceed Client's monthly fee of any single month during which any claim deriving liability arose, Infofuel Production Co. shall have no liability whatsoever for any direct (except as set forth herein), indirect, special, incidental, consequential, or punitive damages of any kind whether under this Contract or otherwise.

Idaho Law: This Contract shall be construed under the laws of the State of Idaho, without consideration to the conflict of laws and provisions thereof Idaho courts shall have jurisdiction over this Contract and the parties hereto, and all litigation hereunder, to the extent permitted by law, shall be in Idaho.

Copyright: Client warrants that broker permission has been provided to present MLS listings online. Also warrants that all site images and content hosted on infofuel's servers, as well as listing images and virtual tour links entered into the infofuel MLS Update system are under ownership of the client or provided with permission by the owner.

Payment Terms: Initial payment for setup and design services is required prior to starting work. Payment for recurring services set forth herein shall be due at the frequency selected in advance of services rendered. Authorized charges for credit cards shall be in made on or about the first day of every month for the term of this contract until terminated as provided herein. A fee of \$20 will be assessed to, the following: (1) payment with insufficient funds. (2) denied or invalid credit card number, or (3) restart of Services reanimated for nonpayment. Infofuel reserves the right to stop services for accounts past due more than 60 days. A monthly account service fee of 1.5% will be added to all balances not paid within 45 days of the invoice date. Infofuel Production Co. may change any fee, rate, plan, or Services upon thirty (30) days Notice to Client.

Payment Method: Client hereby authorizes charges to be made to the credit card identified herein each month for the duration of this contract in the amount of the selected services set forth hereto or as changed by infofuel Production Co. after notice to client. Payment may be made by check for a purchase order only by key accounts and only upon prior authorization by infofuel Production Co. Client additionally authorizes periodic verification of credit worthiness. Infofuel Production Co., in its sole discretion and judgment, may discontinue credit at any time without Notice.

Force Majeure: Infofuel Production Co. shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, utilities including any other third party telecommunications provider, fire, flood, accident, riot, war, or government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers, or other difficulties that are beyond the reasonable control of Infofuel.

Entire Contract: These terms and conditions constitute the entire contract with regard to the subject matter hereof and expressly supersede, replace, and merge any prior or contemporaneous contracts, written, oral, or implied, relating to this Contract. Infofuel Production Co. may amend this Contract upon thirty (30) days Notice. This Contract may not be amended by Client except by a writing signed by both parties hereto.