

Strongman Real Estate Services

SignTraker® Pricing and Service Agreement

Thank you for your interest in using **SignTraker®** to make your signage management easier and more convenient, saving you time and money.

Prior to using your new **SignTraker** account, please take a moment to review and acknowledge your account pricing and Terms of Service at the bottom of this page.

Thank you for using **SignTraker!**

Strongman Real Estate Services

General Terms of Service

This agreement is between **Strongman Real Estate Services** and any person authorized to order and enter into an obligation to pay for services from Strongman Real Estate Services, hereafter in this agreement referred to as "Customer":

1. All orders must be received via this SignTraker web site; NOT through Facebook, Intuit, QuickBooks invoices, email, voice mail, fax, or 3rd party messages of any type or kind. **Strongman Real Estate Services cannot be responsible for orders that are not received through SignTraker.**
2. Strongman Real Estate Services recommends that all Customers order sign activity themselves through their SignTraker web access account, which is provided at no charge to all Customers to assure sign service correctness and avoid any unnecessary additional charges resulting from erroneous orders. Phone orders may be accepted by Strongman Real Estate Services as a courtesy to the Customer, however, in electing to place a verbal (phone) order the Customer agrees to wave all warranties pertaining to the correctness of the installed sign panel and rider arrangement, sign panel and/or rider availability, installation date, location, and quantity of installations. Effective January 1st, 2017, orders placed by Customers via phone are subject to a Convenience Fee of \$3.00 per order.
3. Strongman Real Estate Services must obtain marking of underground utilities from local utility marking companies prior to installing your sign. **Marking of underground utilities is required by law in all service areas.** As a convenience to you, Strongman Real Estate Services will submit a marking request on your behalf and manage the utility approval

process, however, the customer is responsible for marking all private underground facilities, such as sprinkler systems or electric dog fences. Strongman Real Estate Services accepts no responsibility for damage to these or other underground facilities not identifiable by utility marking companies.

4. To minimize necessary or "excess" marking of underground facilities, Strongman Real Estate Services recommends that Customers specifically identify the desired location of the sign by marking the location with a small white painted circle or white marking flag. Utility markings will only be made by the utility companies if the desired location is within 10 feet of the desired location. Strongman Real Estate Services provides all Customers with **FREE** marking flags for this purpose, which are available upon request. Strongman Real Estate Services is not responsible for "excess" markings made by utility marking companies.

5. The standard Strongman Real Estate Services sign service includes reasonable care and warehousing of your sign panels and riders. Incidental scratches, dents and bent corners should be expected when warehousing, inventorying, transporting, and installing panels on realty posts. Wind whipped panels, vandalism, detached/fallen panels and other acts of God can contribute to aforementioned panel characteristics and Customer agrees that Strongman Real Estate Services is not responsible for such damage. During the time the material is installed and in use, it is deemed to be in the custody of the Customer and is not insured by Strongman Real Estate Services against theft, damage, or other loss. Strongman Real Estate Services encourages Customers to visit installation addresses to confirm acceptable conditions.

6. The Customer is responsible for the sign post from the time of installation until the time Strongman Real Estate Services picks it up. Sign posts are being leased to the Customer. If the sign post is lost, damaged, stolen or vandalized during the lease period, Customer is subject to Strongman Real Estate Services lost post fee in effect at time of order. Further, the Customer must place a removal order via this SignTraker web site to remove the post at the conclusion of the listing. If failure to order a removal results in the post becoming lost or missing, it will result in the Customer being subject to Strongman Real Estate Services lost post fee in effect at time of order.

7. The Customer agrees that unless the Customer specifically marks the desired area they wish to have the sign post installed prior to our arrival, that the installer's opinion of the best location is final. If the Customer requests we move the post after installation, a re-installation charge in the amount of the initial installation shall be applicable.

8. Service invoice is due upon receipt. We do not accept cash or check payments. Late charges will apply for unpaid invoices over 15 days. The sign post will be removed from the property if the invoice becomes past due. The Customer is responsible for all fees pertaining to collection of past due amounts, including the standard Strongman Real Estate Services Past Due Collection Processing Fee of \$150 per past due invoice, accrued interest as allowed by law, filing and service fees, and all attorney fees and other related expenses incurred by Strongman Real Estate Services related to collection of past due amounts.

9. Prepayment for installations or related services is required at the time of your order. We will process a credit card supplied by the you, your office, or Broker (the "payer") prior to confirming your order:

- **Card types.** We can provide processing of **Visa, MasterCard, Discover,** and **American Express** credit and debit cards.
- **Processing success.** If the credit card provided is successfully processed (i.e., authorized and funding captured), your order will be noted as "Paid" and processed for completion.
- **Processing failure.** If the credit card provided CANNOT be successfully processed, the order submitted shall be noted as "Payment Pending" and **will NOT be processed.** You are responsible for providing a valid credit card for payment through our SignTraker portal. Credit card payments by phone cannot be accepted.
- **Credit card retention.** The SignTraker will retain one (1) credit card per payer. Payment for services cannot be "split" amongst different payers.
- **Credit card protection.** Only the payer will have access to the credit card details. Strongman Real Estate Services has no access to card holder card details. Strongman Real Estate Services cannot update or edit credit card details.
- **Credits and additional amounts due.** If changes subsequent to submission of your original order result in a net amount that is not the same amount paid at the time of your order (for example, the addition or removal of service items), we will establish a credit amount or additional amount due, as appropriate, on the payer's account. This amount is posted to the payer's account (finalized) upon confirmation that the installation or service has been provided.
 - **If a credit is due to the payer,** the credit shall be recorded on the payer's account and automatically applied (or portion thereof) by us to the payer's next order in the form of order adjustment (**credit**). The price of the user's order, and the Sales Receipt created, will reflect a lower price by the amount of the applied credit.
 - **If an additional amount is due,** the amount due shall be recorded on the payer's account and automatically applied by us to the user's next order in the form of order adjustment (**upcharge**). The price of the user's order, and the Sales Receipt created, will reflect a higher price by the amount of the applied past due amount.
- **Order cancellations/refunds.** If an order is canceled outright by the user or the Licensee, the SignTraker system will provide a refund in full to the payer. Partial refunds will not be processed; credits and amounts due will be processed as described above.
- **Orders placed by Strongman Real Estate Services.** If you contact Strongman Real Estate Services by email, phone, or by any other means other than your SignTraker account to manually process an order on behalf of you, your office, or Broker, you agree that a manual service charge may be applied and that you authorize Strongman Real Estate Services to automatically utilize the credit card you have previously placed on your account for payment of the manually requested services, including the manual service fee.

10. Pricing includes ONE trip to install the sign post and ONE trip to remove the sign post. Additional trips to re-install the post, remove the post (from the property or a secondary location) or trips to offices / homes to pick up agent's materials such as panels or riders will result in additional trip charges.

11. If asked to drill holes in agents / company panel, Strongman Real Estate Services will not be responsible for damage to the panel as a result of the drilling.

12. Strongman Real Estate Services will install sign post(s) on vacant lots, or lots with buildings under construction. It is the responsibility of the Customer to properly identify the property with a Strongman Real Estate Services marker flag (available upon request for **FREE**), lot number sign, or marked address to properly identify the property for our installer. Failure to properly mark a property may result in duplicate trips and additional trip charges incurred by the Customer if the installer cannot unambiguously determine the correct property location. Strongman Real Estate Services will not be responsible for any property damage (such as lawn or landscape), Strongman Real Estate Services re-installation fees, or other liability of any kind if the sign post is installed on the wrong property due to incorrect marking of the property by the Customer. Customer agrees to assume sole responsibility for all property damage (such as lawn or landscape), Strongman Real Estate Services re-installation fees, or other liability due to incorrect marking of the property by the Customer.

13. Leasing fees (installation fees) of the sign post provide for installation of the post for a Basic Rental Period. At the expiration of the Basic Rental Period, a renewal fee (a service Rebill) will be charged to the Customer for each renewal period (or portion thereof) until the sign post is removed. The renewal fee is subject to annual increases without execution of new service agreement. Strongman Real Estate Services will notify the Customer via email prior to expiration of the Basic Rental Period and each subsequent renewal period that a service Rebill is pending, so that the Customer can order a post removal and a service Rebill be avoided. If the Customer does not order a removal **prior** to the expiration of the Basic Rental Period or subsequent renewal period(s), the Customer agrees the service Rebill fee(s) shall be applicable and due as invoiced.

14. Strongman Real Estate Services warrants that each post installed will be done so in a professional, courteous manner, with the installation location of the sign selected by our installers using their experience, best judgment, utility service demarcation, and consistent with the requirements (if any) established by the local utility services and/or community by-laws. Due to the varied nature and specificity of community by-laws, the Customer is responsible for communicating such requirements to the Company at the time of their order. The Customer acknowledges that the 'Notes' field of the SignTraker order form is available for this purpose. If the Customer desires that a sign be moved, or if moving the sign becomes required to comply with community regulation or by-laws, a trip charge will be applied if the new sign location was not requested (marked) by the Customer prior to installation or if the Customer failed to advise the company of any applicable signage regulations or by-laws. A trip charge is automatically applicable to all sign movement service requests received 7 days after initial sign installation

15. If a problem develops with the sign installation, for example, the sign post is found to be leaning or panels become separated (unhooked), Strongman Real Estate Services will correct this problem at no charge. Services that are not covered under this Service Warranty include: (a) relocation of an installation if the broker or agent's original location request could not be satisfied because it is improper (for example, placement on public property) or illegal (placement too close to roadways or other regulated rights of way), or unsafe in the judgment of the installer (i.e., over or near utilities); (b) repair of the panels, riders, or post due to theft or damage caused by vandalism, service persons other than Strongman Real Estate Services (i.e., garbage collectors, snow plows, etc.), or acts of God (wind, flood or tornado); and (c) leaning posts beyond 14 days (2 weeks) from the installation date. Applicable relocation fees, trip charges, etc. are as shown in the Pricing Summary, below. A standard Service Fee of **\$20.00** shall apply in all other cases.

16. If the Customer elects to borrow a sign rider from the available Strongman Real Estate Services rider library, the Customer is responsible for the rider from the time of installation until the time Strongman Real Estate Services picks them up. These riders are being loaned to the Customer. If the rider is lost, damaged, stolen or vandalized during the lease period, Customer is subject to the Strongman Real Estate Services lost rider fee in effect at time of order.

17. If Strongman Real Estate Services waives billing for a particular incident as a professional courtesy or in consideration of other matters, you agree that such courtesy will not constitute a revision of this warranty, nor a binding precedent for similar situations as may arise in the future.

18. Any pictures of Strongman Real Estate Services post installations remain the property of Strongman Real Estate Services and may be used for public viewing on various public outlets, such as social media, print, or the Strongman Real Estate Services website.

19. The Customer agrees that all communications pertaining the Strongman Real Estate Services sign service such as installation and removal notices, rebill notifications, etc. as well all communications regarding invoicing, billing, updates to this service agreement and all other matters shall be via email at the Customer email address of record, defined as the address provided by the Customer upon opening of their Strongman Real Estate Services sign service account. The Customer agrees to keep this email address up to date, and the Customer acknowledges that they may update their address of record at any time via editing of their personal SignTraker account profile. The Customer agrees to be hold Strongman Real Estate Services harmless for failure to receive any Strongman Real Estate Services communication if the Customer does not update their own email address of record via their personal SignTraker account profile.

20. The customer is responsible for knowing all HOA rules and guidelines regarding sign posts on the property.

Service Pricing

Important Note regarding expedited installation services: 'Same Day', 'Next Day', etc. refer to the same day, next day, etc. from the day that the order was placed, **if received by 1:00 pm**. Orders received after 1:00 pm will be considered to have been received the next business day.

- **Standard Installation:** Standard installations include post installation, any panels and riders hung during the initial installation, installation within two business days, signpost Basic Rental period of up to 30 days, and a standard service area up to 35 miles.
- **Next Day Installation:** This includes all standard services, completed the next business day.
- **Same Day Installation:** This includes all standard services, completed the same business day, if available.
- **Weekend Installation:** This includes all standard services, completed on a weekend day, if available.

If your installation request involves expedited service (next day, same day, or weekend day), or is outside our standard service area, we'll let you know what extra charges will apply, if any, while you are creating your order. You will always be able to make an informed ordering decision! Please call for rush orders!

Pricing Summary

We accept payment in the form of VISA, MasterCard, American Express, or Discover. **Unless credit terms have already been established in advance, payment must be received** before your installation will be scheduled. Below is an explanation of the applicable to your account:

Standard Pricing

A clean, fresh post installed with 2-day turnaround... our reliable standard service!

Standard Installation	Dependent
<i>Includes installation and pickup.</i>	
Install a second signpost during initial installation	Dependent
Brochure Box <i>supplied by us</i>	\$10.00
Move sign post after initial installation	\$18.00
Hang riders or panels after initial signpost installation	\$18.00
Initial office visit for panel & rider pickup	\$0.00
<i>Subsequent office pick-ups may incur service pickup fee.</i>	
Damaged or stolen posts	\$25.00
Damaged or stolen brochure boxes	\$15.00
Damaged or stolen loaned rider	\$20.00
Sign post rental -- extended service period (180 days)	\$10.00

Expedited Service Pricing Surcharges

Expedited service pricing applies if you MUST get the sign in FAST... we will prioritize your installation.

Next Day Installation	\$0.00
Weekend Installation	\$50.00
Same Day Installation	\$50.00

We're looking forward to bringing you the benefits of **SignTraker**® for tracking your active signage, 24-hour ordering, and service savings from Strongman Real Estate Services.

Sincerely,

Strongman Real Estate Services