

## **SIGNAGE SERVICE AGREEMENT**

This Signage Service Agreement (the “Agreement”) is made by and between the homecoin website user (the “User”) and Apaus, Inc (dba [homecoin.com](http://homecoin.com)) (“Homecoin”). User and Homecoin may be referred to individually as a “Party” or collectively as the “Parties”. The Agreement is effective as of the day it has been electronically accepted by both User and Homecoin (the “Effective Date”).

### **RECITALS**

**WHEREAS**, User is the owner, or authorized owner representative, of Property where signage (the “Signage”), which may include, but is not limited to, posts, yard signs, and flyer boxes, is to be installed upon; and

**WHEREAS**, User wishes for Homecoin to order its authorized installer (the “Installer”) to install Signage on Property in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, all Parties are duly authorized and capable of entering into this Agreement; and

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Parties hereby agree as follows:

#### **1. SERVICE.**

Effective as of Effective Date, Homecoin agrees to order its Installer to install Signage on User’s Property, and User agrees to have Installer install Signage on Property.

#### **2. CONSIDERATION.**

As consideration for this Agreement, User agrees to make an one-time advance payment (the “Payment”) via homecoin.com to Homecoin prior to Effective Date in the amount noted on the credit card authorization form, which is hereby incorporated by reference and a part of this Agreement.

#### **3. USER’S REPRESENTATIONS AND WARRANTIES.**

User hereby represents and warrants to Homecoin as follows:

- (a) The execution, delivery, and performance of this Agreement do not violate any law or governmental rule, regulation, or order applicable to User.

- (b) User has received appropriate permission from all Property occupants and owners to have Signage installed on Property.
  
- (c) User understands and agrees that Installer is not an employee of Homecoin, and any disputes with Installer shall be settled directly with Installer.

**4. RENTAL PERIOD, TERMS, CONDITIONS, AND ADDITIONAL FEES**

All Signage rental is for a 6 month period, commencing on the day Signage is installed on Property by Installer. Installation and removal are included in Payment amount. User agrees the following fees shall apply:

Lost/Stolen/Broken/Missing Posts.....	\$75
Post Rental 6 Month Extension.....	\$30
Lost/Stolen/Broken/Missing Posts.....	\$30
Lost/Stolen/Broken/Missing homecoin Sign.....	\$50
Lost/Stolen/Broken/Missing Brochure Box.....	\$20
Lost/Stolen/Broken/Missing Riders.....	\$10
Attempted Install/Removal - Not Allowed.....	\$30
Servicing Of Signage After Install (Re-Install, Replace)...	\$30

User authorizes Homecoin to automatically charge any account or credit card on file should any of the above fees occur.

User is strictly prohibited from any installation, modification, or removal of Signage and agrees to accept all responsibility for any such actions related to Signage which are not performed by Installer.

**5. INSTALLATION**

User understands and agrees that Installer may not be able to accommodate the exact installation date desired by User. Homecoin and/or Installer will attempt to communicate any changes to installation date, if different than the date desired by User.

User understands and agrees they are solely responsible for ensuring Installer is able to access Property on the day of Signage installation. User agrees to provide any necessary access codes, have all applicable gates unlocked, and have all animals restrained.

User is responsible for making any special requests known to Installer in advance of the installation. In the absence of direction from User, Installer will place Signage on Property based on their experience and discretion. If the Signage installation needs to be in an exact location, User will mark the location where the Signage is to be installed on Property and provide a detailed map to Installer.

User understands and agrees that acts of god, dangerous road conditions, equipment failure, a lack of signs in stock, and other situations may delay Signage installation. User agrees to fully defend, indemnify, and hold harmless Homecoin and Installer for any expenses, damages, or losses arising from installation delays.

## **6. DAMAGE TO PROPERTY**

Occasionally, Installer may cause damage to User's Property during installation, such as breaking a sprinkler line. User agrees to first contact Installer to repair any such damage at Installer's expense. Installer will not be liable for repairs made by any Party other than an Installer authorized representative. User agrees that Homecoin is not liable for any damage to Property that Installer may cause.

## **7. SIGN RESTRICTIONS**

Certain areas have sign restrictions related to size, color, placement, and more. These restrictions may be imposed by government (e.g. city) and/or private (e.g. Homeowner's Association) entities. User agrees that it is the responsibility of User to ensure that the order Signage abides by all rules, laws, and or restrictions imposed by any entity.

The standard homecoin sign is 24" wide by 30" high, unless indicated otherwise on the order form.

## **8. REMOVAL**

Within 24 hours of the sale of Property or cancellation of the associated MLS listing, User agrees to request Signage removal via the [homecoin.com](http://homecoin.com) website. User agrees to remove any personal property from Signage before the removal request. All personal property will be left by Installer at property upon removal.

If Signage is inaccessible to Installer on the day of removal, User will be charged for an Attempted Removal.

Installer reserves the right to immediately remove any Signage from an inactive listing.

## **9. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Parties.

## **10. NO IMPLIED WAIVER.**



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The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **11. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing to the respective Party as follows:

To User or Homecoin: Via email

#### **12. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. Any dispute arising under or in connection with these terms and conditions or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in San Diego, California.

#### **13. SEVERABILITY.**

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **14. LEGAL REVIEW.**

All Parties have been advised to have appropriate legal counsel review this Agreement prior to acceptance.

#### **15. TERMS INCLUDED BY REFERENCE.**

The homecoin.com Terms of Use and Privacy Policy are hereby incorporated by reference and are a part of this Agreement. Should any conflict arise between the



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homecoin.com Terms of Use or Privacy Privacy and this Agreement, the terms of this Agreement shall prevail.

## **16. ENTIRE AGREEMENT.**

This Agreement, together with any and all other subsequently added schedules and exhibits, constitutes the final, complete, and exclusive statement of the agreement of Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between Parties.

## **17. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.