

Web Site Registration Form

Studio Agent for the real estate professional

		Set-Up Fees	Hosting & License Fees
<input type="checkbox"/>	Web Site Design Fee	\$999.95	\$29.95/mo.
<input type="checkbox"/>	Studio Marketer	\$199.95	\$39.95/mo.
<input type="checkbox"/>	Studio Mapping (paid annually)	N/A	-\$199.95/yr. 149.95
<input type="checkbox"/>	Gold Package (includes Studio Agent Web Site, Marketer, & Mapping)	\$1,199.90	\$1,038.75/yr.
	Total		

Customer authorizes a separate \$50 Credit Card charge for 2-yr. domain name registration.

This is a binding contract for at least a full twelve-month period. This contract will automatically renew for successive twelve-month periods unless the customer provides written notice as described herein. By entering into this agreement, customer agrees under any and all circumstances to pay the above one-time design fee and monthly hosting for a full twelve-month period beginning on the date of this agreement (monthly charges will begin on the first day of the following month of this agreement and will be billed in full on the first day of each month thereafter). Unless Superlative, Inc. receives a written notice from customer at least thirty days prior to the expiration of the initial (twelve-month period, Superlative, Inc.'s obligation to host the web site and customer's obligation to pay the foregoing monthly charges will be automatically renewed for an additional twelve-month period. This agreement will continue to be renewed for successive twelve-month periods until such time as customer delivers to Superlative, Inc. the required written notice of cancellation on or before the thirty days prior to the end of the then-current twelve-month period. BEFORE SIGNING SEE THE REVERSE OF THIS DOCUMENT FOR FULL TERMS OF THIS AGREEMENT INCLUDING WARRANTY AND LIABILITY LIMITATIONS.

Customer Name:		Company Name:			
Phone:	Fax:		E-Mail:		
Office Address:	City:	County:	State:	Zip:	
Billing Address:	City:		State:		
Credit Card #:	Expiration Date:		Billing Zip:		

Domain Names:

Domain Names Are Subject To Availability

1 st Choice:	2 nd Choice:	3 rd Choice:
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MLS Membership:

MLS ID (Username):

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Cities in Order of Importance:

1.	4.
2.	5.
3.	6.

I hereby agree to the terms set forth in this contract and authorize Superlative, Inc. to charge web site development and hosting fees to the above credit card.

Customer

Date:

Dave Cheitel
Superlative, Inc. Representative

This is an agreement between Superlative, Inc. and customer concerning Superlative, Inc.'s development and hosting of an automated web site and/or access to Studio Marketer™ for the benefit of customer on the terms and conditions, and for the considerations, set forth below.

1. Agreement: For the consideration set forth on the reverse side hereof, Superlative, Inc. hereby agrees to (i) provide customer access to its automated web site development program over the Internet allowing customer to create his/her personal web site; and (ii) thereafter to provide hosting for such web site. Customer agrees that such web site and/or access to Studio Marketer™ will be hosted by Superlative, Inc. and no other domain host. Upon termination of this agreement, the web site will be deleted and not transferred to customer or any other domain host or third party.

2. URL: Superlative, Inc. does not guarantee that customer will receive the desired URL. Client is responsible for payment of domain name registration for his/her site or for transfer of a domain name that he/she owns. If Superlative, Inc. purchases the URL for the initial term, customer's credit card will be billed in connection with the URL (aka domain name) (\$50 for 2 years, subject to change without notice, renewed annually after the first two-year period). Maintaining / Renewing of web site Domain Name is the sole responsibility of the customer. Customer is advised to keep their contact information current to assure renewal notification and to prevent a loss of their domain.

3. Term: This is a binding contract for at least a full twelve-month period. This contract will automatically renew for successive twelve-month periods unless the customer provides written notice as described herein. By entering into this agreement, customer agrees under any and all circumstances to pay the monthly amounts on the reverse side hereof for a full twelve-month period beginning on the date of this agreement (monthly charges will begin on the first day of the following month of this agreement and will be billed in full on the first day of each month thereafter). Unless Superlative, Inc. receives a written notice from customer at least thirty days prior to the expiration of the initial twelve-month period, Superlative, Inc.'s obligation to host the web site and customer's obligation to pay the foregoing monthly charges will be automatically renewed for an additional twelve-month period. This agreement will continue to be renewed for successive twelve-month periods until such time as customer delivers to Superlative, Inc. the required written notice of cancellation on or before the thirty days prior to the end of the then-current twelve-month period.

4. Password Protection: Superlative, Inc. will, as a part of its hosting services hereunder, give to customer a password which will allow customer to access the web site and/or access to Studio Marketer™ in order to make desired changes. Customer acknowledges that this password is proprietary to Superlative, Inc. and agrees that it will keep the password confidential and not disclose it to any third party without written consent of Superlative, Inc.

5. Mapping and IDX/VOW: Customer is solely responsible for any fees associated with mapping data acquisition and IDX/VOW for web site. Superlative, Inc. agrees to cooperate with customer to obtain IDX/VOW where possible. IDX/VOW are not guaranteed for web sites.

6. Assignment and Termination: Notwithstanding Paragraph 3 hereof, Superlative, Inc. shall have the right to terminate this agreement by giving customer ninety days written notice of such cancellation. In the event of such termination, paid but unearned hosting /maintenance charges for the current year, if any, will be refunded to customer. Superlative, Inc. shall have the right to assign its rights and/or obligations hereunder, in whole or in part, to an affiliate or third party.

7. No Warranty: Superlative, Inc. does not guarantee continuous, error free, uninterrupted or secure access to its products, services or customer's web site, and these products, services and /or web site may be affected by numerous factors outside Superlative, Inc.'s control. SUPERLATIVE, INC. PROVIDES ITS PRODUCTS AND SERVICES HEREUNDER ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED. SUPERLATIVE, INC. SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

8. Limit of Liability: IN NO EVENT SHALL SUPERLATIVE, INC. BE LIABLE FOR LOST OPPORTUNITY OR PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR THE ACTIONS OR OMISSIONS OF THIRD PARTY PROVIDERS OF GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND WHETHER OR NOT SUPERLATIVE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUPERLATIVE, INC.'S LIABILITY TO YOU, IF ANY, IN ANY CIRCUMSTANCE SHALL BE TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY SERVICE PROBLEM TO THE EXTENT SUCH CORRECTION IS PRACTICABLE AND WITHIN SUPERLATIVE, INC.'S CONTROL. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

9. Customer Information: Customer is solely responsible for any information contained in his web site and for the mailing of any of customer's information through use of the Internet. Superlative, Inc.'s products and services provide a mechanism for customer's online distribution and publication of his information. Customer is aware and acknowledges that the transmission of such information is subject to certain laws and regulations, including but not limited to those set forth in Section 10 below. Accordingly, customer will indemnify, defend and hold harmless Superlative, Inc. (and its officers, directors, agents and employees) from and against all claims, losses, demands, liabilities, damages, costs and expenses (including without limitation reasonable attorney's fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with; i) the breach of this agreement by customer; ii) the use of any product or service licensed hereunder; or iii) claims brought by or damages suffered by any third party relating to customer's or his agent's use or operation of the products or services licensed hereunder.

10. Laws and Regulations: Customer shall comply with all applicable consumer privacy laws and regulations, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act CAN-SPAM Act of 2003 (Pub. L. 108-187, S. 877) and any applicable state laws.

11. Miscellaneous: Any dispute concerning this agreement which cannot be resolved by the parties will be submitted to binding arbitration in Orange County, California in accordance with the commercial arbitration rules of JAMS or the American Arbitration Association, with all initial costs paid by plaintiff, and judgment on any arbitration award may be entered into any court of competent jurisdiction. No agency, partnership or joint venture is intended or created by this agreement. Headings in this agreement are for reference purposes only. Superlative in its sole discretion retains the right to discontinue service for non-payment. The remaining balance for the term of the contract will be due and payable at that time, and all collection costs will be borne by customer. This agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.