



# Advertising Terms and Conditions Agreement

This agreement is made between State-Wide MLS, Inc., residing at The REALTOR Building, 100 Bignall Street, Warwick, RI 02888-1005 (hereunder referred to as MLS) and:

Company: \_\_\_\_\_  
*(Herein referred to as Customer)*

Authorized Agent: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ URL: \_\_\_\_\_  
*website*

### Terms of Agreement: Please check all that are appropriate

- 1 month       3 months       6 months       12 months      Start Date: \_\_\_\_\_
- Other    Description \_\_\_\_\_

### Advertisement Type: Please check all that are appropriate.

- Block Ad       Banner       Mini-Banner

### Amount Due: Please type in your rate and frequency.

Comments \_\_\_\_\_

Ad rate \$ \_\_\_\_\_ x \_\_\_\_\_ (frequency) = \$ \_\_\_\_\_ (subtotal) - \$ \_\_\_\_\_ (deposit) + \_\_\_\_\_ = **Balance Due: \$** \_\_\_\_\_

### Payment Method: (see Advertising Pricing Guidelines for further details)

- Billed In Total – If this checkbox is selected, Customer is obligated to pay the amount listed herein as "Balance Due". Checks are to be made payable to MLS, Inc.
- 50% Down/50% Due – If this checkbox is selected, Customer is obligated to pay the amount listed herein as "(deposit)" equaling 50% of the total cost, with the remaining amount listed herein as "Balance Due" net 30 days.
- Direct Monthly Withdrawal – If this checkbox is selected, Customer wishes to pay for the Advertisement on a revolving monthly basis via direct credit card billing method.

Card Type:     VISA     AMEX     MasterCard  
Check One

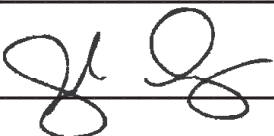
Credit Card Number: \_\_\_\_\_      Exp. Date: \_\_\_\_\_      Verification Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

RILivingCommercial "Advertising Terms and Conditions" (on reverse side) and "Advertising Pricing Guidelines" are hereby specifically incorporated by reference and shall be binding on the parties listed herein.

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

MLS: \_\_\_\_\_  


Date: \_\_\_\_\_

# ***RLiving Commercial Advertising Terms and Conditions Agreement***

Both parties hereby agree to the following:

This service may be used for only lawful purposes. Transmitting material that is in violation of any foreign, United States federal, state, county or municipal statute or regulation is strictly prohibited. By signing this agreement, the CUSTOMER agrees to hold MLS and its vendor harmless from any claims, actions, causes of actions, administrative or government action, losses or damage (including any and all legal fees and expenses) that arise from the use of MLS and its vendor's services in violation of this paragraph. The CUSTOMER is solely held responsible for its account with MLS and the use of this account by others. All advertisements are subject to the approval of MLS, with all creative and resulting work performed by MLS on the behalf of the CUSTOMER, including the advertisement itself, becoming the non-transferable intellectual property of MLS unless noted herein.

With respect to the services provided by MLS, the CUSTOMER acknowledges that MLS makes no warranties of any kind, expressed or implied. MLS specifically disclaims any warranties of merchantability or fitness for a particular purpose. As a result, the CUSTOMER shall not hold MLS, or any individual or company working with MLS, liable for any damages or claims that may be suffered by the CUSTOMER. These damages or claims include, but are not limited to, loss or theft of data, failure of security, inability to receive and transmit data, delays or service interruption whether or not caused by the fault or negligence of MLS, damages or losses of any and every nature. The CUSTOMER agrees to indemnify and hold harmless MLS from any and all claims of all nature that may be brought by the CUSTOMER, or any individual or company associated with or for the CUSTOMER, against MLS. The provisions of this paragraph shall survive any termination of this agreement.

In the event that MLS believes that the CUSTOMER is utilizing MLS services in a manner not explicitly allowed under this contract, then MLS may, at any time at its sole discretion, immediately and without notice discontinue service to the CUSTOMER without liability other than a prorated refund of any unused prepaid service fees.

The information or data received by the CUSTOMER from the utilization of the services provided by MLS is at the CUSTOMER's sole and absolute risk. MLS disclaims and denies any responsibility for the completeness, quality, or accuracy of information obtained through the use of services provided by MLS.

The CUSTOMER agrees to pay any and all fees associated with each account activated with MLS prior to the commencement of service. Thereafter, the CUSTOMER shall be invoiced in advance for each period of service until such time as this contract is terminated. The CUSTOMER agrees to pay each invoice prior to the Invoice Due Date outlined on the invoice. If the CUSTOMER fails to pay an invoice by the Invoice Due Date outlined on the invoice, then MLS shall be entitled to unilaterally terminate this agreement and discontinue the service to the CUSTOMER. The CUSTOMER shall be held liable for any amount due, interest, legal and collection fees associated with late payment. A current schedule of fees may be obtained from MLS at any time by contacting MLS at its address.

As MLS is a whole-owned subsidiary of State-Wide Multiple Listing Service, Inc., failure by the CUSTOMER to promptly make the required payment(s) per this Agreement may result in the loss of MLS membership privileges.

If the CUSTOMER has selected "Direct Monthly Withdrawal" as a method of payment, charges incurred thereafter will be billed on a monthly basis nearest to fifteen days of the month prior to the next contracted month. CUSTOMER will be billed in advance for the next month's service charge and in arrears for any previously unbilled or unpaid charges. CUSTOMER hereby authorizes payment by the credit card(s) that CUSTOMER provides to MLS, and agrees that no additional notice or consent will be required for billings to such credit card(s). If MLS does not receive payment from the credit card issuer or its agent, CUSTOMER agrees to pay all amounts due upon demand by MLS. If CUSTOMER'S charges are denied by their credit card issuer two or more times in a contract billing cycle, the CUSTOMER will forfeit his ability to pay monthly and be required to complete a new agreement under the payment terms, less the "Direct Monthly Withdrawal" option. CUSTOMER'S card issuer agreement governs CUSTOMER'S use of designated credit card in connection with the contracted service, and CUSTOMER must refer to that agreement and not this Agreement to determine CUSTOMER'S rights and liabilities as a cardholder.

MLS reserves the right to make changes to the above terms and conditions of this agreement upon thirty (30) day's written notice to the CUSTOMER, advising of the change and the effective date thereof. MLS reserves the right to change its pricing schedule at any time. Such changes will come into effect only at the end of the CUSTOMER's present contract term, thereby locking in current pricing for prepaid amounts and services until such time as these items expire. Utilization of the services offered by MLS by the CUSTOMER will constitute acceptance of price, contract, and terms and conditions agreements.

The parties hereto represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and that the person signing as the authorized agent is duly authorized to enter in this Agreement on behalf of the party and subject to all terms and conditions stated herein and on the Advertising Terms and Conditions Agreement, attached hereto and made part of this agreement. Prepayment of services is required by MLS, except where otherwise authorized by MLS. Invoicing is done on a prepaid basis with the exception of a banner advertisement which is fifty percent prepaid, fifty percent due net 30 days. Any invoice balance that is unpaid thirty days after date of invoice shall bear interest at the rate of 18% annual rate computed on a monthly basis. Services will stop if the invoice balance is not paid by the due date and Services will not continue until MLS has received the balance due plus late charges assessed. Balances due beyond 60 days past due shall be subject to collections procedures under Rhode Island State Law; including, but not limited to, reimbursement of attorney's fees and any fees related to returned checks. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

This agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements and understandings of the parties. In any event that any term or provision of this agreement is held by a court of competent jurisdiction to be unenforceable, then all remaining provisions of this agreement shall remain in full force and effect. Should any dispute arise under the terms of this contract, the parties agree to venue for resolution of said dispute shall be in the County, City or Circuit Courts in and for Warwick, Rhode Island.

Advertiser's Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## Rhode Island Living Commercial Advertising Pricing Guidelines



- Frequency discounts apply to prepaid and contracted ads only;
- Monthly installments for posted advertisements can be paid via credit card at the six-month placement rate as long as a contract of six month duration or longer has been signed by the advertiser;
- Advertisers being billed on a monthly basis will be charged on or about the fifteenth day of the month prior to the advertisement's next placement date;
- Frequency discount of 10% off one-month subscription rates apply to consecutive months over a six-month period or longer.
- Contract advertisers must be prepaid for any work by MLS when initiated;
- MLS maintains the right to revise rates and conditions affecting contracts with 30 days notice. However, contracts may be cancelled within that 30 day period provided the contract rate has been earned up to date of cancellation;
- Production costs for general advertising on the site is absorbed by MLS for all ads and listing of three months' duration or longer. A minimal setup fee will apply for all services provided by MLS on the site of less than three month's duration;
- Any changes to the advertisement requested by advertiser once the design has been approved and posted over the course of the contract may be subject to a \$35 charge for each instance.

Advertiser's Initials: \_\_\_\_\_

Date: \_\_\_\_\_



# RI Living

C O M M E R C I A L

an official web site of  
State-Wide MLS

## **Easy Fax Return**

Fax: **401 - 784 - 9337**

**Telephone: 401.432.6949**  
**ask for John**

Yes, I would like place an ad  
on [www.RILivingCommercial.com](http://www.RILivingCommercial.com)  
linked to my web site.

I've included a signed copy of the agreement  
with the request.

Total number of pages including this *Fax Cover Sheet* = 4