

SPANISH LEAD SERVICES AUTOMOTIVE LEAD AGREEMENT

The following terms and conditions shall be incorporated between seller, **Spanish Lead Services**, hereafter to be known as the “**Company**” and buyer, _____ hereafter to be known as the “**Client**”.

Client’s address is: _____.

- 1) **Clients Obligations:** (a) Client shall compensate **Spanish Lead Services** (Company) according to the terms provided below. Payment is due on receipt of invoice. (b) Client shall pay **Spanish Lead Services** (Company) for call center services and delivered sales Leads. (c) Client shall use any and all Leads provided hereafter in a manner consistent with applicable law.
- 2) **Representations and Warranties:** Company disclaims all warranties of any kind, whether expressed or implied. Company has not made and does not hereby make any representations, guarantees or warranties whatsoever with respect to the ultimate success of Client’s use of any Leads delivered under this agreement. All Leads are provided “As Is” and “As Available”. Client accesses and uses any Lead data provided under this agreement at it’s discretion and risk and will be solely responsible for any damage that results from any such download or use.
- 3) **Lead Return Criteria.** (a) **INCORRECT CRITERIA:** Lead does not match criteria. (b) **DUPLICATE LEAD:** The Lead sent was already shipped to you. (c) **TECHNICAL DATA ERRORS:** incorrect entries on the Lead. (d) **TIMING:** Any Lead Client wants to return must be disputed within 48 hours after delivery or it will be considered accepted.
- 4) **Indemnification:** Both parties agree that they shall indemnify and hold each other harmless from and against all claims, losses, liability and expenses (including reasonable attorney’s fees) arising directly or indirectly out of any act or omission of the other party, including but not limited to the furnishing by the other party of any products or services (including without limitation, the company or clients products), any representation or warranties made by the other party, the use by the other party of any of the other parties trademarks, and any failure by the other party to comply with any of the terms of the agreement.
- 5) **Arbitration:** In the case of any controversy between Client and Company, including but not limited to, the validity, construction, interpretation, or breach of this agreement, the parties shall refer such dispute in writing to an Arbitrator to be jointly agreed upon under the commercial arbitration rules of the American Arbitration Association (“AAA”) located in Orange County, California.
- 6) **Response Delivery and Reporting:** Live Transfer is one method of Lead delivery, while E-mail and Facsimile are another. For Live Transfers, Client must have a dedicated phone number and employ bilingual Hispanic speaking sales representative(s) to accept transferred leads immediately. If for any reason, Client does not answer the telephone, a message will be left, the call will be disconnected and the Lead will count as delivered.
- 7) **Terms of Payment:** Client warrants that the person signing this form is fully authorized to order Company’s services on Client’s behalf, subject to this agreement. Client is responsible for payment of all charges at the end of each month. Payment is due within 24 hours upon receipt of invoice. Payment will be made in U.S. currency.
- 8) **Delivery Dates and Times:** Leads can be delivered anytime Monday-Saturday 9 am to 9 pm in the Client’s time zone. No daily or hourly volume guarantees by Company are made or implied.
- 9) **Term and Termination:** This agreement shall be for a term of 30 days. The term shall automatically renew every 30 days unless terminated with a 30 day written notice by either party.
- 10) **Enter Amount of Leads requested per month:** _____. (**Minimum of 40**)
- 11) **Choose lead delivery Method:**
 - 1.) ____ \$30.00 / Facsimile or E-mail + \$500.00 monthly call center fee.
 - 2.) ____ \$40.00 / Live Transfers + \$500.00 monthly call center fee.

IN WITNESS WHEREOF, Client has executed this agreement to become effective as of the date below.

Authorized Client Employee Print Name & Title here: _____

Authorized Client Employee Signature here: _____ **Date:** _____