

SLS LEAD Agreement MORTGAGE

The following terms and conditions shall be incorporated between Spanish Lead Services, or "Company" and

_____ (Client) whose address is

- 1) **Clients obligations:** (a) client shall compensate Spanish lead Services according to the terms provided below. Deposit is due on receipt of signed agreement. (b) Client shall pay **Spanish Lead Services** for delivered sales leads. (c) Client shall use any leads provided hereunder 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 its 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:** Leads must be disputed within 72 hours after delivery.
- 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, 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 delivery, while e-mail and fax are another. For live transfers company must have a dedicated phone number and sale representative(s) to accept transferred leads immediately. If client does not pick up the phone a message is left, the call will be disconnected and the lead will count as delivered.
- 7) **Terms of Payment:** Buyer warrants that the person signing this form is fully authorized to order Company's services on buyer's behalf subject to this agreement. Buyer is responsible for payment of all charges. A **\$2,500.00 Lead deposit** is due with signed agreement. \$500 of which is a call center set up fee. Payment will be made in US currency.
- 8) **Delivery Dates and Times:** Leads can be delivered anytime Monday-Saturday 9 am to 9 pm in the clients time zone. No daily or hourly volume guarantees.
- 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) **Maximum accepted per month** ____ **PURCHASE LEADS/** ____ **REFI LEADS**
- 11) **Delivery methods accepted, Fax, E-mail OR Live telephone transfer.**

IN WITNESS WHEREOF, The parties have executed this agreement to be effective as of the effective date below.

Client:

Signature: _____ Date _____

Printed Name _____ Title _____