



COMMERCIAL REAL ESTATE

Terms and Conditions

WARREN CREATIONS, LLC has set forth the following Terms and Conditions which shall govern this Agreement between WARREN CREATIONS, LLC a California limited liability company (hereinafter "Company") and _____ (hereinafter "Client") who desire to place a listing on AgentDirectory.net, an independent website directory owned and managed by Warren Creations, LLC.

1. LENGTH OF AGREEMENT

The length of this Agreement shall be one (1) year from the date of first posting of Client's listing information on AgentDirectory.net.

2. CLIENT'S MARKET TERRITORY. During the initial term of the Agreement, Client shall have the following County:

▪ _____

3. ANNUAL MEMBERSHIP is priced at:

▪ _____

4. RENEWAL

WARREN CREATIONS, LLC **will automatically renew** this Agreement. WARREN CREATIONS, LLC will contact Client regarding renewal 45 days prior to the expiration of the listing term and shall provide Client with an opportunity to renew Client's listing for an additional one (1) year term based upon the Terms & Conditions and Listing Rates then in effect.

- a. At the conclusion of the initial Agreement, WARREN CREATIONS, LLC reserves the right to change the annual membership fee.

5. LISTING PLACEMENT

Placement of Client's listing information shall be placed chronologically as client's listing information and payment are received by WARREN CREATIONS, LLC.

Listing of Client information will be completed within 48 hours after verification of all Client information.

6. CREDIT CARD CHARGES

Credit card charges will be processed when Client information **has been activated** on AgentDirectory.net.

7. MARKETING MATERIAL

Client hereby consents to WARREN CREATIONS, LLC incorporating information about the Client into its general marketing materials.

Warren Creations, LLC

524 21st Street. Huntington Beach, CA. 92648

Phone: 714. 960.0668 Fax: 714. 276.6478

www.WarrenCreations.com www.AgentDirectory.net

8. **WARRANTY DISCLAIMER**
WARREN CREATIONS, LLC will provide its best efforts with Search Engine Optimization and Internet Marketing, but does not guarantee a specific amount of traffic and/or leads.
9. **MODIFICATION:**
The terms and conditions of this Agreement may be modified at the discretion of WARREN CREATION, LLC with 30 days notice to Client.
10. **TERMINATION**
Client may elect to remove Client's listing information from AgentDirectory.net, however, annual listing fees that have been paid are non-refundable.
11. **LIABILITY**
Client agrees that WARREN CREATIONS, LLC shall have no liability for the services, data or information provided to the public on the Internet including but not limited to any liability for consequential, indirect, special or incidental damages, regardless of the success or effectiveness of other remedies. Client agrees that it shall not hold WARREN CREATIONS, LLC liable for any loss of business, lost opportunity, consequential, indirect, special or incidental damages as a result of any interruption in service. **IN NO EVENT SHALL WARREN CREATIONS, LLC LIABILITY EXCEED THE TOTAL VALUE PAID TO WARREN CREATIONS, LLC BY CLIENT.**
12. **JURISDICTION AND GOVERNING LAW**
This Agreement shall be governed by the laws of the State of California and jurisdiction shall lie within the State of California. **CUSTOMER HEREBY CONSENTS TO SUBMIT TO THE JURISDICTION OF THE STATE OF CALIFORNIA.**
13. **LEGAL ACTION**
Client agrees to indemnify and hold WARREN CREATIONS, LLC harmless in any legal action which arises as a result of Client's use of WARREN CREATIONS, LLC services, without limitation or exception including, but not limited to any action brought against Client by a third party.
14. **HEADINGS**
Headings in this Agreement are for convenience only and shall not be used to interpret or construe these provisions.
15. **ENTIRE AGREEMENT**
This Agreement supersedes all Agreements previously made between the parties pertaining to the subject matter of this Agreement. There are no other understandings or Agreements. Failure to properly notify WARREN CREATIONS, LLC via e-mail, telephone or regular mail of your disagreement with the above terms and conditions will constitute Client's acceptance of same.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

WARREN CREATIONS, LLC

“CLIENT”

By: Lorna A. Nahil
Managing Member
Date: July 19, 2004

By: _____
Print Name: _____
Date: _____

Membership Application

The following information **must** be completed to process your membership.
Please print clearly to ensure your information is processed correctly. Thank you!

Date of Application: _____

Client Name: _____

Company Name: _____

Company Address: _____

Street: _____

City, State, Zip Code: _____

Office Telephone Number ☎ : _____

Cell Number ☎ : _____

Email Address ✉: _____

Domain Name: _____

(ie: www.yourwebaddress.com)

2 lines of key information (example: Top Sales Person- 2001,2002,2003)

California County: _____

BILLING INFORMATION

Name on Credit Card: _____

Master Card **Visa**

Credit Card Number: _____

3 Digit Security Number: _____

Address of Cardholder: _____

City, State, Zip Code: _____

Expiration of Card: **Month:** **Year:**