



SMARTLEADSUSA.LLC
NEW NEIGHBOR MARKETING SUBSCRIPTION
 3535 ALT 19, Palm Harbor, FL 34683
 Toll Free: 1-888-795-MAIL (6245) FAX: (727) 726-7347

LIST AGREEMENT
CUSTOMER INFORMATION

Marketing

Source: _____

Business Name: _____

Your Business Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Your Name: _____ Title: _____

Email Address: _____

*If you do not receive your list within 30 days of signing up please call our office to verify we have the proper spelling of your email address.
 Failure to do so does not entitle you to a refund.

List Email Format: Excel .CSV Print-ready label email (simply open file and print to Avery 5160 labels)

SMARTLEADSUSA, LLC CONTACT INFORMATION

SmartLeadsUSA Account Executive: _____

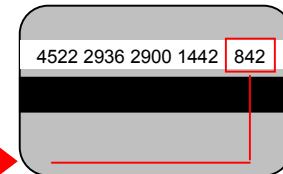
Phone Number: _____ E-Mail: _____

BILLING INFORMATION

Please bill my monthly recurring fees to:

Back of Credit Card other than AMEX



Credit Card Number: _____

Expiration Date: _____ Card Verification Number: _____

Name As It Appears On The Card: _____

Maximum Quantity: Customer agrees to pay SmartleadsUSA, LLC a fee of \$0.25 per name plus a monthly output fee of \$9.95. Customer agrees to subscribe to all names in the listed geography on the back of this contract up to a total monthly commitment of _____ names.

Customer understands that the only format of data delivery is via email. We do not print labels for you. If you opt to chose the "Print Ready Label Email" delivery method, the list will come to you in a format that will be pre-set up for Avery 5160 labels. You will be required to purchase the blank labels and simply open this file and hit the print button on your computer.

TERM AND CANCELLATION POLICY

Customer wishes to subscribe to *SmartLeadsUSA, LLC New Neighbor Marketing Subscription* commencing during the month of _____ 200__ and will be automatically renewed on a monthly basis after the expiration of the 12th month. After 12 months, either party may cancel this contract by sending the other a notification via certified mail. For customer to discontinue service, *SmartLeadsUSA, LLC* must receive 30 days advanced written notice addressed to: 3535 ALT 19, Palm Harbor, FL 34683. In the event *SmartLeadsUSA, LLC* receives the cancellation request less than 30 days prior to the next monthly run, customer will be required to pay for that final month. Prices will be fixed for a period of 12 months from the commencement month of this contract.

 Customer Initials
Front Page

LIST SPECIFICATIONS

Chose ONE category only (New Neighbors OR New Homeowners)

New Neighbors (includes homeowners and Renters) (ideal for Dentists, church's, restaurants, etc.)

Geography: Chose either Radius Selection OR Zip Code Selection (NOT BOTH)

RADIUS SELECTION: List to include names that fall within(chose distance from below) of my location:

3 miles 5 miles 7 miles 10 miles ____ miles

Zip Code to be used as the center of the radius (your location): _____

ZIP CODE SELECTION: Please enter only those specific zip codes that you want:

Notes: _____

LIST USAGE RESTRICTIONS

Customer agrees and acknowledges that the use of the list is for a one-time rental purpose only. Any further use of this list requires additional fees to be paid to SmartLeadsUSA, LLC. Customer may download list for cross-reference with responders to their offer only.

Agreed this _____ day of _____ 200_____.

CUSTOMER SIGNATURE:

X _____
Signature

Print Name

Title

Customer agrees to hold SmartLeadsUSA, LLC harmless from any loss incurred as a result of this program. SmartLeadsUSA, LLC shall not be liable for any consequential damages or loss of potential business and total liability shall not be greater than the amount paid to SmartLeadsUSA, LLC for the New Resident Program. Customer's sign-off on the final proof indicates they have received all appropriate permission to use any an all graphics and logos in their mail piece and indemnify SmartleadsUSA, LLC from any liability.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS OR MANAGERS, EMPLOYEES, SHAREHOLDERS OR MEMBERS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT OR THE STATEMENT OF WORK OR THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.