

Round Real Estate Post

Services Provided by RealPost, LLC, 3545 Sierra del Sol Ave Las Cruces, NM 88012 United States – (575) 650-7536

****TERMS AND CONDITIONS**** (updated 01/24/2024)

The term or abbreviation (RREP) herein signifies Round Real Estate Post or Real Estate Post, encompassing any terminology describing the unique tubular rental post, hardware, or equipment provided by RealPost, LLC. This exclusive post product, featuring a rounded PVC design showcased at www.needapost.com, is recognized as exclusive to RealPost, LLC. Please note that the term "PATENT PENDING" does not denote any legally pending patent application.

The undersigned, hereafter referred to as "You," expressly agrees to be bound by the terms and conditions outlined below upon signing up for services or placing an online order at www.needapost.com.

****CONDITIONS OF USAGE****

You, as the party entering into a short-term equipment rental agreement for each (RREP) ordered, must hold a valid Real Estate Broker license. The (RREP) is intended solely for the advertising of real estate properties for sale.

Installation and removal of the (RREP) must be carried out exclusively by individuals certified or approved by RealPost, LLC. Unauthorized removal, relocation, or installation shall constitute a violation, leading to a location violation fee and potential responsibility for damages.

You agree not to engage in the manufacture, advertisement, or use of any design details claimed by the (RREP) in direct conflict with RealPost, LLC's business practices. Non-compliance requires just compensation of \$40 per infraction per post.

Any violation of the terms and conditions is deemed substantial to the business interests of RealPost, LLC. You concur to pay \$40 per violation, per infraction, per post. All terms and conditions persist while the business relationship remains in good standing and shall bind both parties for an additional term of five years beyond the date of written notification of account closure or business relationship termination by either party.

Advance payment for equipment rental is obligatory, facilitated through the online web payment portal or pre-arranged payment processing with RealPost, LLC before rental and installation. Any pending orders will be processed post-completion of the service, with the corresponding payment due promptly to RealPost, LLC.

RealPost, LLC, functioning as a marketing entity, provides short-term use of the (RREP) through a rental agreement, including installation and removal services executed by trained affiliates, franchises, or third-party service providers.

****ASSUMPTION OF RESPONSIBILITY AND LIABILITY****

You absolve RealPost, LLC of any responsibility for damages resulting from the use and installation of the (RREP) on the property. While RealPost, LLC endeavors to install the (RREP) without causing harm, the onus is on the listing agent to mark installation locations and liaise with utility providers.

The rental and use of the (RREP) deem it in your possession as an equipment rental, from the ordering point until the (RREP) is returned to company inventory. RealPost, LLC will confirm installation and removal via text or email, with the timestamp serving as a record of completion.

****ADDITIONAL CONDITIONS****

The Equipment Rental Period, defined as the shortest time duration among applicable usage, the length of the original listing agreement, or 7 months from the date of the original order, shall remain in effect until (RREP) removal from the property and return to inventory.

Equipment removal orders must be made within 7 days of the end of the equipment rental period, initiated by the listing agent or account holder through the online ordering system at needapost.com. All equipment, including (RREP), will be promptly removed at the request of the property owner.

****RREP RENTAL SERVICE AND FEES****

1. Each residential (RREP) order incurs a rental charge of \$40.00 per post, constituting a distinct rental agreement between You and RealPost, LLC.
2. Initial installation, per rental, is complimentary and classified under applicable usage. Removal incurs a separate charge of \$20.00 per event, per individual rental agreement, at the specified location.
3. An extra fuel charge of \$0.65 per mile applies for installations over 10 miles from the designated starting position, as indicated on the boundary map at www.needapost.com.
4. All service trip requests, irrespective of nature, must be placed through the www.needapost.com website.
5. Fixing or replacing non RealPost, LLC property, including company signs and name riders, will be billed at \$15.00 per location visit.
6. Relocation of an (RREP) rental incurs a \$20.00 fee if relocated on the same property under the same rental agreement.
7. Equipment rental failure or damaged post will be rectified or replaced at no charge, with orders to be placed through the website. You, as the listing agent, will be liable for a damage fee

in case of rental negligence, vandalism, or acts of damage or destruction during the rental agreement term.

8. Extended service fee: After the property sells, expires, or surpasses the equipment rental period, you have 7 days to order post removal, or an extended service fee will apply. Failure to order removal within 7 days incurs an additional initial \$20.00 equipment rental fee, followed by a monthly fee of \$5.00 until removal or initiation of a new rental agreement.

9. Upon placing an order, you assume responsibility for the (RREP) equipment and agree to pay the replacement cost or damage fee, depending on the nature of the damage. Damage fees will be explained as a portion of replacement cost and labor to restore the (RREP) to an acceptable rental condition. The total cost shall not exceed \$100.00 per damaged (RREP) and shall not be less than \$30.00 per damaged post. In the event of total loss or any damage, all damaged posts or parts will remain the property of RealPost, LLC.

10. RealPost, LLC retains the right to cancel service, terminate this service and rental agreement, and remove (RREP) from location, returning it to inventory at any time, for any reason. A prorated unused rental refund, based on a 7-month duration from the date of order, will be issued in the event of a RealPost, LLC authorized removal due to service cancellation, company sale, business closure, or any other reason.

11. Prices, terms, and conditions are subject to change without notice, and the current terms and conditions will be available at www.needapost.com. By using paperless signup or placing an order via the website, you hereby agree to all the terms and conditions stated above, forming a binding agreement with RealPost, LLC in exchange for the rental of the (RREP) and any corresponding service provided.

****EFFECTIVE DATE AND MODIFICATION****

These terms and conditions are effective as of 01/24/2024 and shall remain in effect until a modified version is published online at www.needapost.com.