



Insertion Order

Client / Company: _____

Phone: _____

Office Address: _____

Email: _____

Number of Property(s): _____

Property(s) Classified as: Multi-Family Residential Land Only Commercial Condominium/Townhome Homestead Other

The Insertion Order agreement between Client/Company and Apartment Wolf LLC. This Agreement specifies the terms pursuant to which Apartment Wolf agrees to generate traffic for Client’s rental properties and Client agrees to pay Approved Vendor Referral Fee in accordance with the terms and conditions specified herein.

Referral Commissions				
Lease Terms (Months)	Send	Escort	Flat Fee	Pay out Days

Vendor does does not need to register renter prior to visit.

Vendor does does not need to be listed on application to be credited as referral.

Additional Terms:

1. **Assistance of Other Brokers/Submittal of Listing to MLS.** Client authorizes Apartment Wolf LLC to enter into agreements to engage the services of other licensed brokers or salespersons as part of marketing efforts. In addition, if Apartment Wolf LLC is authorized by a Multiple Listing Service (MLS) to submit listings to it, in the event Client has authorized Apartment Wolf LLC to do so in this Agreement, Apartment Wolf LLC shall submit this listing to the MLS to offer broker agency, to other MLS participants as part of Apartment Wolf LLC marketing efforts. In such case, Apartment Wolf LLC shall market the Property in accordance with the procedures, rules and regulations of the MLS. Additionally, Apartment Wolf LLC is authorized to

provide rental information, including the rental price of the unit, to the MLS which is, in turn, authorized to circulate and disseminate such information.

2. **Performance.** Client shall provide or make available all or part of Client Listings on one or more MLS sites or Partner Sites, the placement and time of which shall be in Apartment Wolf LLC discretion. Client hereby grants to Apartment Wolf LLC and its MLS a non-exclusive right and license to use, perform and display Client Listings on MLS Network Sites. Apartment Wolf LLC will not be responsible for the content of any Client Listings, and has no obligation to monitor such Client Listings outside its MLS databases.

3. **Non-Discrimination in Marketing.** Client authorizes and instructs Apartment Wolf LLC to market the Property without respect to any person's race, sex, age, marital or familial status, religious creed, color, national origin, sexual orientation, physical or mental handicap and without respect to whether a person intends to occupy the Property with one or more minor children or is a recipient of public assistance. Owner further authorizes and directs Apartment Wolf LLC to market the Property in compliance with all laws and regulations relating to non-discrimination in the sale of real estate.

4. **Accuracy of Information Concerning the Property.** Client has furnished Apartment Wolf LLC with all of the information about the Property contained in this Agreement. Client represents to Apartment Wolf LLC that, to the best of Client's knowledge, such information is complete, correct and accurate and does not leave out any material information about the Property. Client agrees to indemnify and hold Apartment Wolf LLC, and any MLS to which a listing of the Property is submitted harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the Property whether made by Client in this Agreement or made by Client during the course of Apartment Wolf LLC marketing efforts.

5. **Payment.** Client shall pay all applicable Referral Commissions for each MLS Lease in accordance with the rates addressed above in Referral Commissions.

6. **Termination.** Either party may terminate this Agreement at any time. A written notice to terminate this Agreement must be issued by the contract signer, or a equal greater than role with in the clients organization, unless stated otherwise. In the event of any termination, client shall remain liable or any referral commissions with the respect to MLS Brokerage leases, entered into before the date of termination, and all outstanding invoices hereunder will become due and payable on the date of termination.

7. **Confidentiality.** Both parties agree to keep strictly confidential the terms of this Agreement and all non-public information shared between the parties during the negotiations and term of this Agreement, financial or otherwise, including, without limitation, the Lease Fee. Each party shall use, and cause their employees, agents and representatives to use, reasonable efforts and care to safeguard the confidential information of the other party against

unauthorized disclosure; (ii) the receiving party shall not disclose such confidential information to any third party (other than its employees, vendors, consultants or contractors who have agreed in writing to maintain its confidentiality); and (iii) the receiving party shall not use such confidential information for any purpose other than to fulfill its obligations under this Agreement or as required by law.

8. **Warranties.** Client represents and warrants to Apartment Wolf LLC that: (i) it has the full power and authority to enter into this Agreement and that there is no outstanding commitment or agreement to which it is a party that conflicts with its obligations under this Agreement; (ii) it has all necessary rights, licenses, consents and authorizations to provide the Client Listings to Apartment Wolf LLC and to allow Apartment Wolf LLC and its service providers to use such data as contemplated hereunder.

9. **Security.** Each party will implement and maintain reasonable security procedures and practices appropriate given the nature of the personal information to protect the personal information that is under its control or in its possession. Each party will notify the other as soon as reasonable practical after becoming aware of a personal data breach with respect to the Services. Each party will promptly investigate the personal data breach if it occurred on its infrastructure or in another area it is responsible.

10. **INDEMNIFICATION.** Client agrees to indemnify, defend and hold Apartment Wolf LLC and its affiliates, officers, directors, agents, and employees ("Indemnified Parties") harmless from and against all damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees), arising out of any demand, claim, suit, action or proceeding brought by any third party against an Indemnified Party. The Indemnified Party shall provide Client with (i) prompt written notice of any Claim (provided, that failure or delay shall not relieve Client of its obligations except to the extent the failure or delay actually and materially prejudices Client's defense of the Claim), and (ii) its reasonable cooperation, at Client's expense, to facilitate such defense or settlement. Client shall not consent to an entry of any judgment or enter into any settlement with respect to a Claim without the Indemnified Party's prior written consent.

11. **Disclaimer.** Apartment Wolf makes no warranties, express, implied, or statutory, with respect to the Apartment Wolf LLC sites, the services or any other subject matter of this agreement and expressly disclaims all implied warranties of no infringement merchantability, and fitness for any particular purpose,

and any implied warranties arising from course of dealing or performance.

12. **Liability.** To the maximum extent permitted by applicable law, in no event, regardless of the theory of liability: (i) will Apartment Wolf LLC or its affiliates be liable to client for indirect, incidental, consequential, special, punitive, or exemplary damages that result from this agreement or the services whether or not Apartment Wolf LLC was or should have been aware of or was advised of the possibility of such damage: or (ii) will Apartment Wolf LLC maximum aggregate liability to client arising out this agreement exceed the amount received by Apartment Wolf LLC from client in the six

months after the effective date of the first insertion order entered into by the parties.

13. **OWNERSHIP.** As between the parties, Apartment Wolf LLC owns and retains all rights, title, and interest in MLS Sites and the Services. Except as expressly set forth herein, neither party grants to the other party any license, express nor implied, to any of its intellectual property.

14. **Terms and Conditions.** By signing this agreement you agree to its terms. If you are agreeing to this agreement on behalf of an organization, you represent and warrant that you have the authority to bind that organization to this agreement

Apartment Wolf LLC

Broker

Date

Name

Title

Date