

(Note: Please print this agreement, initial each page, sign at the bottom, scan, and e-mail to [tim@signpostman.com](mailto:tim@signpostman.com) or mail to Sign Postman, P.O. Box 90586, Lakeland, FL 33804.

## Service Agreement

**Sign PostMan<sup>®</sup>, LLC** (Sign PostMan) and **Customer** do hereby enter into a business relationship as outlined below:

### **Sign PostMan<sup>®</sup> will:**

1. Provide sign posts, sign riders, and brochure boxes on a rental basis for Customer's sign panel display. Sign posts are described as "Standard White Post".
2. Provide hanging hardware for sign panels, riders, and brochure boxes installed by Sign PostMan<sup>®</sup>.
3. Clean and maintain panels before they are hung on the post.
4. Follow all instructions of Customer as to placement of sign post, with consideration of safety and municipal ordinances and state statutes. Placements will be done for best visibility in front of address advertised unless instructions are given otherwise. Relocation requests will be charged accordingly.
5. Install signs within two (2) business days after the underground utilities have been marked (weather permitting). Repair and removal orders will be completed within two (2) business days after receipt of order. Addresses falling outside of the general service area may require additional time. Business days do not include federal holidays or weekends.
6. Provide electronic confirmation when your order is submitted. E-mail confirmation when sign is installed, repaired or removed
7. Follow instructions from Customer and Property Owner regarding personal underground systems including such items as sprinklers and invisible fences. It is the responsibility of the customer to notify Sign PostMan<sup>®</sup> of any underground systems, as Sign PostMan<sup>®</sup> is NOT responsible for any damage to underground systems unless notified of its presence prior to installation/removal of sign post.
8. Repair any damage to irrigation pipes and sprinklers as a result of our installation. Sign PostMan<sup>®</sup> will NOT be responsible to pay for any damage if not given immediate notice and the opportunity to inspect any claimed damage.
9. Take responsibility for any lost or damaged sign panels owned by Customer while in our storage. However, we will NOT be responsible for any loss of Customer's sign panels or riders after installation.

Customer's initials \_\_\_\_\_

10. NOT be responsible for any damage to property or self if any person other than a Sign PostMan team member removes the sign post.
11. Regularly provide an "Inventory Report" of all of Customer's currently installed signs.
12. Store sign panels and riders for any Customer who wishes to utilize our storage facility.
13. Transport signs and riders inside our trucks for sign panel protection and safety. This will assure longer life for your sign panels with fewer incidents of damage, thus saving you from premature costs to replace signs.
14. Guarantee sign posts will remain vertical for 90 days (excepting acts of God and vandalism). In the event it is tilted more than three (3) degrees, Sign PostMan® will reset the post at no charge to the Customer.
15. Sign PostMan® will NOT be liable for any of customer's property left behind after service has been terminated. Sign PostMan® will also NOT be liable for any unused property (ie. sign panels, sign riders, brochure boxes, commercial sign posts, etc.) left in storage 12 months after the date of last service rendered by Sign Postman®.

### **Customer will:**

1. Provide Sign PostMan® with complete and accurate information for sign installations, repairs, and removals including which sign panel to use on install orders, number of signs to install, name of the nearest cross street, map coordinates and/or parcel ID number of vacant land, Customer's direct phone number, and any special instructions.
2. Provide a detailed map and/or site marker, map coordinates and/or parcel ID number, and flag the desired sign location for all vacant land or construction sites.
3. Provide special instructions for entering gated properties. This includes gate codes, or notification to gate security personnel. Trip charge will be assessed if Sign PostMan® has to make a return trip due to lack of gate code.
4. Obtain Owner/Tenant/Home Owner Association approvals before requesting service from Sign PostMan®. Ensure that all guidelines of homeowners associations regarding placement of sign posts are followed. Charges still apply if a post must be removed due to violation of association rules.
5. Pay a Trip Charge for extended travel past a 20 mile radius of 101 W. Main St, Lakeland, FL
6. Not attach anything to our vinyl sign posts (ie. Brochure boxes, riders, etc.)
7. Not allow any other agent or broker to place their sign(s) on Sign PostMan's® sign post. I understand and agree that a new sign installation fee is due when another agent or broker's sign panel is hung from Sign PostMan's® sign post.

Customer's initials \_\_\_\_\_

8. NOT remove Sign PostMan's<sup>®</sup> sign posts or permit anyone else to remove the posts. Only Sign PostMan<sup>®</sup> employees are authorized to remove our posts.
9. Assist Sign PostMan<sup>®</sup> in recovering signs and sign posts due to locked garages or back yards, unleashed dogs, removal by seller or buyer, etc.
10. Will immediately submit a sign removal request upon listing expiration or the closing of a sale. In the event of a lost or damaged post, reimburse Sign PostMan<sup>®</sup> for the current cost of the post and any optional items attached (ie. brochure box, sign rider, etc).
11. Pay for all services requested by Customer according to the rates on Sign PostMan's<sup>®</sup> current [price sheet](#). Agree that prices may be adjusted in the future due to increases in the cost of fuel, materials, labor, or cost-of-living.
12. Remit balance due **within 10 days** of invoice e-mail date. Pay a one-time late fee of \$10 plus 1.5% each month of the remaining balance for non-payment or partial payment.
13. Pay sales tax on services provided by Sign PostMan<sup>®</sup> due to the determination by the Florida Department of Revenue that such tax must be collected by Sign PostMan<sup>®</sup>.
14. Be responsible for any and all costs related to collection of past due invoices. **NOTICE:** Delinquent accounts are subject to post and sign removal without prior notification.
15. Mail all payments to Sign PostMan, P.O. Box 90586, Lakeland, FL 33804 or such other address as notified by Sign PostMan<sup>®</sup> **within 10 days of invoice date.**

**Termination:**

This agreement may be cancelled by either party upon thirty (30) days written notice with or without cause. In the event of termination of the Agreement, if account is current, Customer shall have continued use of the sign posts in the field until the end of that 30 day period, at which time all posts will be removed by Sign PostMan<sup>®</sup> and the sign panels and riders returned to the Customer's office.

Date \_\_\_\_\_

What real estate brokerage are you with? \_\_\_\_\_

Customer's **Signature** \_\_\_\_\_

Customer's name **PRINTED** \_\_\_\_\_

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- (1) Once you have sent us your signed *Service Agreement*,
- (2) Please complete and submit the online "[Open an Account](#)" form
- (3) At that point you are ready to complete the online "[Install](#)" form to submit a request for a sign installation