

# Service Agreement

## General Disclosure

BillingsByOwner.com is owned and operated by Billings By Owner, Inc.. Throughout this Service Agreement we will refer to Billings By Owner, Inc. as BillingsByOwner.com and/or the Website.

BillingsByOwner.com provides a advertising service for "For Sale By Owner" (FSBO, pronounced fizbo) real estate properties. We do not represent the seller or the buyer nor do we provide real estate or legal advice.

The owners of BillingsByOwner.com have no liability or responsibility regarding the accuracy of the information contained on this Website. The property owner is solely responsible for the accuracy of the information regarding their property. BillingsByOwner.com makes no guarantees, warranties or representations regarding the accuracy, correctness or completeness of the information.

The owners of BillingsByOwner.com do not represent themselves to be real estate agents, realtors or brokers. BillingsByOwner.com only receives money from the property owner for the web listing and related items and does not receive money from the buyer for any information or advice related to that sale or upon the sale of the property. The property owner is responsible for all aspects regarding the sale of the property. BillingsByOwner.com strongly recommends that you hire the services of a real estate attorney to help with the legal aspects and paperwork involved with the actual real estate transaction. BillingsByOwner.com also recommends the property owner enlist the services of other real estate related professionals (i.e. mortgage brokers/financial institutions, appraisers, inspectors, insurance agencies and title companies).

## Equal Housing Opportunity

BillingsByOwner.com is committed to the full letter and spirit of U.S. policy regarding equal housing opportunity. BillingsByOwner.com encourages a completely fair, without barriers system to obtain housing because of race, color, national origin, religion, sex, familial status and disability.

The information provided by the property owner is subject to the Federal Fair Housing Law.

"Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability)." <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>

## Listing Policy

If you purchase any service by BillingByOwner.com you are agreeing to the following:

- You will abide by the Service Agreement.
- The information you provide is accurate to the best of your knowledge.
- You are the legal owner of the property you are listing.
- If you are a broker/owner, you will disclose that fact in the description of the ad and with the appropriate icon.
- You will not reference other websites, businesses or organizations in your listing.
- You acknowledge that this service is continuous and if cancelled the property owner must pay another Listing Fee to re-list.
- The listing is for one property only and may not be transferred to any other property.
- You agree to maintain the information of your listing by promptly updating information to represent the most current situation and data. (i.e. sold, sale pending, change in price, listing with a real estate agency etc.).
- BillingsByOwner.com has the right to remove the listing at anytime if you are not in compliance with these policies.

Your listing will expire as soon as your property is sold, taken off the market or listed with a real estate agency. The property owner agrees to notify BillingsByOwner.com immediately once an offer has been accepted and a closing date scheduled. This ensures our Website contains the most up-to-date information.

## Sign Policy

### Underground Utilities and Sprinkler Systems

BillingsByOwner.com does not accept responsibility for injury or damages involving the placement/installation of Yard, Directional, Open House, Sale Pending Sign(s) or Brochure Boxes. It is recommended that the property owner call (1-800-424-5555, "Call Before You Dig," this service takes approximately 2 days) before BillingsByOwner.com installs the Yard Sign and Brochure Box to prevent injury from or damage to underground utilities. Sprinkler system components should also be clearly marked within the designated location of the Yard Sign. BillingsByOwner.com is in no way responsible for damage to sprinkler system components. It is the responsibility of the property owner to place a flagged-marker in the designated Yard Sign location. Purchasing of any of our services indicates your agreement and compliance with this policy.

### Signage Delivery and Placement/Installation

Once a web listing has been paid for and posted on BillingsByOwner.com, the customer will be notified by phone to schedule a convenient time for Signage Delivery and Placement/Installation.

The Yard Sign(s) and Brochure Box are placed/installed by BillingsByOwner.com. Directional, Open House and Sale Pending Signs (Please place Sale Pending Sign on the Yard Sign in the upper right hand corner, once a serious offer has been accepted and a closing date scheduled.) will be placed/installed by the property owner when appropriate. BillingsByOwner.com is not responsible for any fine or penalty resulting from their unlawful placement. BillingsByOwner.com does not accept responsibility for injury or damages involved with the placement/installation of any Signage.

## Writing on Signs

All Signage and Brochure Boxes are the property of BillingsByOwner.com. No writing is allowed on the Signage. A bottom rider will be attached to the Yard Sign(s) with your Personal Web ID Number and your requested Contact Phone Number. If the Signs are written on than the property owner will be billed accordingly. Fees: Directional Sign - \$15, Open House Sign - \$15, Yard Sign - \$35.

### **Signage Return**

If your property is sold, taken off the market or listed with a real estate agency, then all Signage will be made available for immediate pick-up by BillingsByOwner.com. Signage, with the exception of the Yard Sign(s), should be placed by the property owner's front door or other easily noticed location. The Signage will be picked-up within 7 days from the date of closing. It is your responsibility to gather Directional and Open House Sign(s). The property owner is responsible for their safe keeping. The Yard Sign(s) and Brochure Box(s) will be removed by BillingsByOwner.com. If the Yard Sign(s), and its components, or Brochure Box(s) is damaged beyond normal wear and tear the customer will be billed accordingly. Fees: Steel Swing-Post - \$30, 18x24 Sign Panel - \$35, Top Logo Rider - \$15, Lower Rider \$14, Brochure Box - \$10.

BillingsByOwner.com recognizes that both the Directional and Open House Sign(s) are usually not located on your property and that sometimes these types of Signs are damaged, lost or stolen. Because of this fact, property owners will not be charged additional fees if any of the above mentioned occurs. However, the property owner is still responsible for all Signage and should make every reasonable effort to return all Signage to BillingsByOwner.com in their original condition.

### **Transfer and Continuous Listing Policy**

Listings are for one property and are not transferable to other properties. Listings are continuous and cannot be stopped and re-started without paying another Listing Fee.

### **Privacy Statement**

BillingsByOwner.com will not lend, sell, rent, or knowingly divulge ANY information about you, the property owner, with anyone other than its subsidiaries and affiliates except as required or permitted by applicable law. However, as an online advertiser we do not control e-mail or phone calls you may receive as a result of publishing your information on BillingsByOwner.com. Once your property and contact information is published on the site it is considered public information and its use is outside of the control of BillingsByOwner.com. See BillingsByOwner.com's complete Privacy Policy below.

### **Intellectual Property**

BillingsByOwner.com maintains this Website as a paid service to real estate owners looking to sell their property and as a free service to real estate buyers. All information is provided without warranty of any kind, either expressed or inferred or for non-infringement. Access and use of the Website and all company links are subject to the terms and conditions and to all applicable laws regulating the user of the Internet and those relating to the use of any and all content. BillingsByOwner.com reserves the right to revise the terms and conditions for access to its Website, without prior notification, in its sole discretion. This website and its contents are the sole property of BillingsByOwner.com.

### **Liability Disclaimer**

Inaccuracies and other errors may be found in the information, software, products and services published on this Website. Changes and/or improvements are periodically added to any and all, information, software, products or services, without prior notification, by Billing By Owner, Inc or affiliates. Under no circumstance shall Billings By Owner, Inc and affiliates be liable for any punitive, secondary, special or indirect damages, contract or based on strict liability. Billings By Owner, Inc and affiliates are in no way liable even if previously warned of the possibility of a negative result.

### **Refund Policy**

Because most of BillingsByOwner.com expenses are incurred in the first few days of listing a property we cannot offer refunds. However, if a refund is requested before your web listing is made public, posted on BillingsByOwner.com, than a refund in the amount you paid will be granted.

### **Hold Harmless Clause**

Users and Advertisers agree to hold harmless Billing By Owner, Inc. and its officers, directors, employees or agents from any liability for damages that may arise out of or in connection with the use of BillingsByOwner.com or any third party site/content/service referenced on the site. This is a complete limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury, and claims of third parties.

\* If you printed this Service Agreement via the Manual Listing process. Please sign and date below to indicate that you have read, understood and agree to the BillingsByOwner.com Service Agreement.

# BillingsByOwner.com Privacy Policy

This privacy policy discloses the privacy practices for <http://www.billingsbyowner.com>.

## Information Collection and Use

BillingsByOwner.com is the sole owner of the information collected on this site. All information is voluntarily provided by the user during the registration process. We will not sell, share or rent this information.

## Registration

During the registration process the user is required to give their contact information (such as name, address, phone and email addresses) and property information and photos. All information collected is for business operational purposes only and is used to contact the user regarding the products and services they have shown specific interest.

## Order Form

After registering, the user is required to fill out the order form and supply credit card or bank information in order to purchase our products or services (All information is encrypted and protected by the highest standards in the industry – GeoTrust SSL.). This information is used immediately for that specific order and is not stored or used in any way after the previously mentioned transaction.

## Cookies

We use "cookies" on this site. Cookies are pieces of information used to identify web visitors and used to customize web pages for them. Common uses of cookies are user/password combos, shopping carts, preferences, settings, etc. This information is stored in tiny files and placed on your hard drive. Servers access these files when you return to the site. Cookies enable us to improve your overall experience with the site. Usage of a cookie is in no way linked to any personally identifiable information while on our site. You have the ability to disable the use of cookies but this may limit access and usability of some parts of the site.

## Links

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy policies or statements of other sites. We encourage our users to be aware when they leave our site and to read the privacy policies and statements of any other site that collects personally identifiable information.

## Informational Access and Control

As a registered seller (No other personal information is collected from any other user.) of BillingsByOwner.com you have 24/7 access, through the use of a username and password, to all data that BillingsByOwner.com stores on a secured server. This easy user access allows you the simple and immediate ability to add, delete or edit any and/or all personal or property information. If however, you wish to contact BillingsByOwner.com directly you may request at anytime to:

- view what data we have about you or your property.
- change and/or correct any data we have about you or your property.
- request any data we have about you or your property be deleted.
- inquire about or express concerns regarding the use of your data.

This can usually be done through our Contact Us form or by emailing [info@billingsbyowner.com](mailto:info@billingsbyowner.com)

## Security

BillingsByOwner.com takes every precaution to protect the personal information of its users. When you submit sensitive information through the site, your information is protected both online and offline.

Whenever sensitive information is collected, such as in the order form and credit card pages, it is encrypted and securely transmitted by the highest standards in the industry through GeoTrust SSL (Identified by the GeoTrust Certificate icon located on every page of the site). To verify that you are protected, look for "https" at the beginning of the web address and/or look for the closed lock icon at the bottom of the page.

## Changes to our Privacy Policy

If we decide to use any personally identifiable information in a manner different from what was stated in the privacy policy at the time it was collected, we will notify you by email. You will have the option to refuse the use of your information in the different way described, and if requested, we will continue to use your information in the same manner at the time it was collected.

If at any time you feel we are **not** following this privacy policy, please contact us at 406-671-4845 or email [info@billingsbyowner.com](mailto:info@billingsbyowner.com) and we will address your concerns immediately.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Order Form

Description	Quantity	Extended Price
Website Listing Package Base Fee	1	\$249.00
Rental of Additional Open House Sign (\$9.00 each)		
Rental of Additional Directional Sign (\$9.00 each)		
Rental of Additional Yard Sign (\$49.00 each)		
Upload Additional Photos (\$9.00 each)		
Slide Show with 10 Additional Photos (\$69.00)		
Make this property featured for 30 days (\$99.00)		
<b>Total Amount Due:</b>		

Calculate the total amount by using the table above. If you don't want any of the extra signs or services, then you simply owe the website listing package base fee.

Mail signed Service Agreement, completed Order Form, Property Listing Form, check or money order and photos to:

Billings By Owner, Inc.  
1302 24th Street West. #252  
Billings, MT 59102-3861

- Please include a self addressed stamped envelope if you would like your photos returned. Billings By Owner, Inc is not responsible for photos damaged by the postal service.
- Once your check clears, a receipt will be mailed to you and your listing will be viewable within five business days.
- We will contact you to schedule a convenient time to deliver and install your Signage.



# Property Listing Form

Once your listing goes online, you will be able to update your property listing information through the seller's login area on the website.

## Seller Account Information

Fields marked with an asterisk (\*) are required.

Please note: All information provided in the Seller Account section is for internal use only. The information provided in this section will only be used by BillingsByOwner.com to contact you regarding your listing and seller account. (i.e. forgotten username or password).

\* **First Name:** \_\_\_\_\_ \* **Last Name:** \_\_\_\_\_

\* **Middle Initial:** \_\_\_\_\_ \* **Home Phone Number:** \_\_\_\_\_

\* **Street Address :** \_\_\_\_\_

\* **City:** \_\_\_\_\_ \* **State:** \_\_\_\_\_ \* **Zip:** \_\_\_\_\_

*Please note: The username and password can only contain letters and numbers and they are not case sensitive (no spaces or dashes). They must be greater than 4 characters, but less than 15 characters.*

\* **Username:** \_\_\_\_\_

\* **Password:** \_\_\_\_\_

\* **E-mail:** \_\_\_\_\_

\* **How did you hear about us?** \_\_\_\_\_

## Contact and Property Information

### \* Seller Contact Information.

E-mail: \_\_\_\_\_

Phone # for web listing and bottom rider of Yard Sign: \_\_\_\_\_

### \* Address of property being sold.

Type the address as you would like it to appear on your web listing.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\* Area: (circle one)**

Billings Heights West (*West of Main*)  
South Billings  
West Billings  
Blue Creek/Duck Creek  
Outside Billings

Billings Heights East (*East of Main*)  
Downtown Billings  
Northwest Billings  
Lockwood/Emerald Hills  
Southwest Billings

**Year Built:** \_\_\_\_\_

**Asking Price:** \_\_\_\_\_

**# of Bedrooms:** \_\_\_\_\_

**# of Bathrooms:** \_\_\_\_\_

**Total Square Ft:** \_\_\_\_\_

**Lot Size:** \_\_\_\_\_ (*in acres*)

**\* Property Type: (circle one)**

Business	Commercial Building	Condo/Townhouse/Patio
Farm/Ranch/Acreage	Mobile/Manufactured/Modular	Multi-Family
New Construction	Residential Vacant Lot	Single-Family
Recreation/Vacation	Commercial Lot	

**Latest Property Taxes Paid:** \_\_\_\_\_

**Views** (Ex. Mountains, river, etc...): \_\_\_\_\_

**\* Do you want this property listed under an Income Property search?**

No      Yes

**Foundation** (Ex. Crawl Space, Basement, Slab) \_\_\_\_\_

**Siding** (Ex. Vinyl, Brick, Stucco) \_\_\_\_\_

**Roof** (Ex. Shingled/Wood, Composite) \_\_\_\_\_

**Sewer** (Ex. Septic, City) \_\_\_\_\_

**Garage** (Ex. Attached, Detached, # of cars) \_\_\_\_\_

**Flooring** (Ex. Hard Wood, Carpet) \_\_\_\_\_






**Home Style** (Ex. Ranch, two-story) \_\_\_\_\_

**Air Conditioning** (Ex. Central Air, Window) \_\_\_\_\_





**Please check next to each icon you would like to display with your listing:**

-  Buyer's Agent Welcome
-  Assumable Mortgage
-  Price Reduced
-  Owner is a real estate agent or broker
-  Owner financing available