

Agent Service Agreement

Virginia

1. Parties

This Agent Service Agreement ("Agreement") is entered into between [Company Name] ("Company") and the undersigned real estate licensee or brokerage ("Agent" or "Client").

2. Scope of Services

The Company provides delivery, placement, and scheduled removal of approved real estate signage and lockbox(es) at properties designated by the Client within the Commonwealth of Virginia. The Company does not provide brokerage, MLS, or compliance services.

3. Payment Terms

All services must be paid in full in advance of delivery. Services will not be rendered until payment has been received and confirmed. Fees are non-refundable once delivery has occurred, unless otherwise agreed to in writing.

4. Listing Status Notification & Removal

Client agrees to notify the Company as soon as reasonably possible of any listing status change requiring removal of signage or lockbox(es), including expiration, withdrawal, ratification, or closing. Absent notice, the Company will retrieve items within 24 hours of the scheduled closing date.

5. MLS, Regulatory, and Brand Compliance

The Company is not responsible for MLS fines, regulatory penalties, or fees arising from failure to notify the Company of status changes, or noncompliance with federal, state, local, NAR, brokerage, or franchise rules. Compliance responsibility remains solely with the Client.

6. Access & Property Conditions

Client represents that all necessary permissions have been obtained to place signage and lockboxes. The Company is not responsible for delays or inability to perform services due to access limitations, unsafe conditions, weather, or third-party interference.

7. Damage, Loss, or Theft

The Company will exercise reasonable care in performing services but is not responsible for normal wear and tear, weather damage, vandalism, theft, or third-party actions. Risk of loss transfers to the Client upon placement unless caused by the Company's gross negligence.

8. Limitation of Liability

To the fullest extent permitted by Virginia law, the Company's liability shall not exceed the amount paid for the specific service giving rise to the claim. The Company shall not be liable for consequential or incidental damages, including lost commissions.

9. Indemnification

Client agrees to indemnify, defend, and hold harmless the Company, its owners, employees, and contractors from any claims, fines, damages, or expenses arising from Client's failure to comply with MLS rules, laws, regulations, or brand standards.

10. Independent Contractor

The Company is an independent contractor and is not affiliated with or acting on behalf of any MLS, brokerage, franchise, or regulatory authority.

11. Force Majeure

The Company shall not be liable for delays or failure in performance due to events beyond its reasonable control, including weather events, natural disasters, or governmental actions.

12. Amendments

The Company reserves the right to amend this Agreement at any time. Continued use of services constitutes acceptance of any revised terms.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

14. Acceptance

By signing below, Client acknowledges and agrees to the terms of this Agreement.

Client Name: _____

Signature: _____ Date: _____