



CommunityApp.com  
5589 Marquesas Circle  
Unit 101  
Sarasota, FL 34233

# Custom App Agreement

Community (Client) \_\_\_\_\_  
 Website \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 Billing City \_\_\_\_\_  
 Billing State/Zip \_\_\_\_\_  
 Point of Contact \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Billing Preferences**  
 Initial your option below

Monthly at \$65  
 \_\_\_\_\_  
 initial

Quarterly at \$195  
 \_\_\_\_\_  
 initial

A onetime setup fee of \$150 will appear on your first invoice

## Contract and Billing Terms of Service

Client agrees to purchase and CommunityApp, LLC ("CA") agrees to deliver a community based app with the features listed on our website at [www.communityapp.com](http://www.communityapp.com) subject to the terms and conditions contained herein and charges listed above.

### Account/App Setup

Account is live as soon as this agreement is signed and effective from the date received in our office. An account for the client will be created at this point. Recurring costs accrue from this point forward in twelve month periods.

### Payment

Recurring payments in the amount and time period establish above for App is due within 20 calendar days after an invoice or notification of balance is issued. Late payments will incur a \$15 penalty. If payment is not received after these 20 calendar days, CA reserves the right to lock the App and generate a 'This App is down for maintenance' message or an otherwise blank page for the App.

### Maintenance

Client will provide a single point of contact that will have full administrative rights to the App admin panel and CA will provide the services to this individual to teach and instruct on proper execution.

### Ownership of App/Transfer Rights

CA is a SOS provider and all generated content including the app, the design, files and information and all content belong to CA. App is not transferable or manageable within Apple or Android platforms other than by CA.

### Renewal

This contract will automatically be renewed for successive twelve month periods at the prices, terms and conditions prevailing at the time of renewal.

### Cancellation by the Client

The client can cancel this contract with CA given 60 day notice. No pro-rated refunds are given for recurring costs. Cancellation will result in the App being removed or a "This App is no longer supported" message.

### Pushed Content

CA may, in order to improve the experience of the app, list and receive compensation for businesses to be listed in the directory if the Community has enabled the business directory feature.

### Revenue Generation

Client may use the supplied forms and choose to charge for listings in the homes, classifieds and business directory within its app. All monies charged and collected by Client will belong to Client.

### Indemnity

Client warrants to have the full right and power to grant the rights to use the materials embodying the names, words, recordings, likenesses, identity, and performances of the photographers, artists and/or performers, free and clear of any rights or claims by the owners or any others, and shall indemnify and hold CA, its agents, owners, employees, licensees, successors and assigns wholly harmless from any loss, liability, damage, cost of expense (including reasonable legal fees) from any claims by the owners or others arising from the use or any derivatives of the materials given to CA to incorporate into the Clients Community App.

### Disputes

If there are any billing disputes, we here at CA will do our best to reach an amicable and equitable agreement. One of our core tenets is customer service, and if there are any issues, our management team can directly address them to resolve them as soon as possible.

**I hereby have the authority to bind the above community and authorize CA to build and establish a CommunityApp on the Apple and Android marketplaces representing the community listed at the above address.**

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Print Name:

Received \_\_\_/\_\_\_/\_\_\_