

Your Success Is Our Success

Our community is built on trust. As such, all listings are verified to ensure that we meet your standards while protecting the exclusive listing agent, buyer, seller and the greater commercial real estate community.

This Marketing Agreement is between you and Falkon App, LLC, d/b/a (“PropertyIDX”), an online investment sales marketplace. This agreement is subject to the Terms of Use located at <http://www.propertyidx.com>

TERM.

This agreement becomes effective as of the date you electronically post your listing (“Effective Date”) and will remain in force and effect for 365 days (the “Term”). PropertyIDX has the right to reject or terminate any account, company, or listing(s) on its website without cause.

MARKETING SERVICES.

PropertyIDX will provide the following services during the Term: advertise, market and promote the sale of the real property you have identified and uploaded (“Property”) on PropertyIDX’s website (the “Website”), propertyidx.com.

MARKETING REQUIREMENTS.

All properties marketed on PropertyIDX’s website must be uploaded by a State Licensed Real Estate Salesperson, Associate Broker, Broker, or owner of property. All uploaded properties must be Exclusive Right to Sell with owners/sellers authorized permission. All uploaded images of property must be free and clear of any text, logos, or any other markings. All images must be in JPG or PNG file format. All images must be original and license free (no screenshot). All uploaded property setups/flyers must include; property address, valid photo, asking price, net operating income, property description, broker of record, email, phone number, listing agents name, and other. Any and all violations of agreement or acts of fraud will result in a termination of uploaded property, termination of account, and/or reported to the New York State Division of Licensing.

GRANT OF LICENSE.

During the Term, PropertyIDX grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by PropertyIDX through the Website. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Website in the manner permitted by the Website's Terms of Use.

REPRESENTATIONS AND WARRANTIES.

You represent and warrant that: You are at least eighteen years of age and have the legal right and ability to enter this agreement and market the Property for sale; the display of the Property's listing will not violate any applicable law, rule, regulation; All listing content you provide will accurately describe the Property in all material respects at all times; and you will provide the buyer with any disclosures, inspections, reports, or other information which must be provided to the buyer pursuant to applicable law.

PURCHASE AND SALE DOCUMENTATION.

PropertyIDX makes no representation or warranty relating to the legal sufficiency or tax consequences of any form purchase agreements or other transaction documents used in connection with the sale of the Property and shall have no liability or responsibility in connection with such documents. Seller has identified the form of purchase agreement and transaction documents to be used in connection with the sale.

CONFIDENTIALITY.

Each party hereto shall not use or disclose any confidential information of the other party except to the extent such disclosures are authorized or reasonably related to PropertyIDX's performance of this agreement. Despite the foregoing, PropertyIDX may disclose any confidential information described herein to the extent it is reasonably necessary to defend itself from any threatened or potential claim, or in response to legal process.

ANNOUNCEMENTS.

PropertyIDX may issue press releases or announcements regarding this agreement or the marketing or sale of any Property.

COMPLETE AGREEMENT; AMENDMENTS.

This agreement is the complete and exclusive agreement between the parties with respect to the subject matter contemplated thereby, superseding and replacing any and all prior or contemporaneous communications both oral and written, regarding that subject matter. No modifications to this agreement shall be made or binding.

LIMITED LIABILITY.

You hereby waive all rights to claim any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this agreement or any services performed under this agreement, including, but not limited to, lost profits, even if PropertyIDX has knowledge of the possibility of such damages. The maximum aggregate liability of PropertyIDX in connection with this agreement shall not exceed 300% of the compensation paid or payable to PropertyIDX under this agreement.

WAIVER OF RIGHT FOR JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, PROPERTYIDX'S ENGAGEMENT HEREUNDER, ANY TRANSACTION, ANY SERVICES PERFORMED HEREUNDER OR ANY CONDUCT IN CONNECTION HEREWITH.

SEVERABILITY.

If any portion of this agreement is judicially determined to be invalid or unenforceable to any extent, that portion shall be deemed severable from the agreement and the remainder of the agreement shall remain in full force and effect and shall be construed to fulfill the intention of the parties.

VOLUNTARY PARTICIPATION.

The New York State Licensed Real Estate Agent, Associate Broker, or Broker participation in PropertyIDX's service is voluntary and can be terminated by either party at any time with written notice. However, any Leads made prior to such termination are still bound by this agreement, and success fees will be due upon close of any transactions resulting from such Leads.