

Sign Up Form

Please complete and fax to: 1.800.546.9260

By completing the information below, you agree to the attached license agreement. Please review the license agreement carefully.

Your Neighborhood

This information will be published on the website.

_____ Neighborhood Name		
_____ City (include all cities your Neighborhood covers)	_____ State	_____ Zip Code (include all)
_____		_____
_____		_____

Primary Contact

This person will be responsible for working directly with eNeighbors to complete the setup process.

_____ First and Last Name	
_____ Phone Number	_____ Email Address

Billing Information

Please note: Invoices will be sent electronically to the email address provided.

_____ Street Address		
_____ City	_____ State	_____ Zip Code
_____ Email Address (electronic invoices will be sent to this address)		

Property Manager

Leave blank if your neighborhood does not have a Property Manager

_____ First and Last Name	_____ Company Name
_____ Phone Number	_____ Email Address

Please complete the Board of Directors information on the next page.

Board of Directors

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

_____		_____
First and Last Name	Board Role	

Home Address		

City	State	Zip Code

Email Address		

ENEIGHBORS 2.0 SOFTWARE LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: This Software License Agreement (“Agreement”) is a legal agreement between you (“Customer”), either an individual or a single entity, and eNeighbors, LLC, a Delaware limited liability company (“eNeighbors”) for use of “eNeighbors 2.0”, a Web-based hosted software application (“Product”). **YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY PURCHASING A SUBSCRIPTION OR USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT PURCHASE A SUBSCRIPTION OR USE THE PRODUCT.**

1. **GRANT OF LICENSE.** eNeighbors grants you the following rights provided you comply with all terms and conditions of this Agreement. For each license you have acquired for the Product, one entity is granted a nonexclusive license to use the Product for a period of one year beginning on the date that you begin using the Product (“Anniversary Date”). This license further entitles each member of that entity to maintain up to 10 accounts for use of the Product.

2. **PAYMENTS.** You agree to pay eNeighbors an annual license fee for the use of the Product.

3. **TERM AND TERMINATION.** This license is automatically renewable on an annual basis unless earlier terminated. Without prejudice to any other rights, you or eNeighbors may cancel this Agreement at any time. **No refunds will be made** if Customer cancels the agreement after 30 days from the initial Anniversary Date. Upon the termination of this Agreement for any reason and upon request by Customer at any time, eNeighbors will promptly return all Customer data in an electronic format.

4. **DOMAIN NAME.** If Customer has already obtained a domain name, eNeighbors will, at no additional cost, manage and renew the registration of Customer’s domain name, as appropriate, during the term of this Agreement with the designated registrar of eNeighbors choice. Upon termination of this agreement, eNeighbors shall, upon Customer’s request, unlock or otherwise allow the domain to be transferred back to Customer.

5. **RESERVATION OF RIGHTS.** eNeighbors reserves all rights not expressly granted to you in this Agreement.

6. CONFIDENTIALITY.

6.1 **Confidential Information.** Customer may provide to eNeighbors certain confidential information in connection with use of the Product (“Confidential Information”). eNeighbors agrees to preserve the confidentiality of all Confidential Information it receives from Customer. eNeighbors will not, without the prior written consent of Customer, disclose or make available to any person, or use for its or any third party’s benefit, any of Customer’s Confidential Information, other than to perform its obligations under this Agreement. eNeighbors will exercise a commercially reasonable level of care to safeguard Confidential Information of Customer against improper disclosure or use.

6.2 **Statistical Data.** Notwithstanding anything to the contrary in this Agreement, eNeighbors will retain the right to publish or otherwise publicly disclose any demographic or statistical data on Product use. This data will not include any names, physical addresses, e-mail addresses, facsimile numbers, telephone numbers, passwords, screen names, and credit card information. eNeighbors may present the data separately or in combination with similar data from other clients and retains a perpetual non-exclusive royalty-free right to use the data in manner it desires.

7. INDEMNITY.

7.1 **eNeighbors Indemnity.** Customer will defend eNeighbors against any third party claim, action, suit or proceeding alleging that the Customer Content infringes a third party’s Intellectual Property Rights. Customer will indemnify eNeighbors for all losses, damages, liabilities and all reasonable expenses and costs incurred by eNeighbors because of a final judgment entered against eNeighbors in any such claim, action, suit or proceeding.

7.2 **Customer Indemnity.** eNeighbors will defend Customer against any third party claim, action, suit or proceeding alleging that the eNeighbors Content infringes a third party’s Intellectual Property Rights. eNeighbors will indemnify Customer for all losses, damages, liabilities and all reasonable expenses and costs incurred by Customer because of a final judgment entered against Customer in any such claim, action, suit or proceeding.

8. **LIMITED WARRANTY.** eNeighbors warrants that for a period of thirty (30) days from the Anniversary Date: (i) the Product will be free of defects in materials and workmanship under normal use; and (ii) the Product substantially conforms to its published specifications. Except for the foregoing, the Product is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer’s exclusive remedy and the entire liability of eNeighbors and its suppliers under this limited warranty will be, at eNeighbors option, repair, replacement, or refund of the Product if reported (or, upon request, returned) to the party supplying the Product to Customer. In no event does eNeighbors warrant that the Product is error free or that Customer will be able to operate the Product without problems or interruptions. This warranty does not apply if the Product (a) has been altered, except by eNeighbors, or (b) has not been operated or maintained in accordance with instructions supplied by eNeighbors.

9. **LIMITATION OF LIABILITY. EXCLUSIVE OF LIABILITY UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY IS LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS STATED IN SECTION 8, ENEIGHBORS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT THE DISCLAIMER OF ANY IMPLIED WARRANTIES IS PROHIBITED, SUCH IMPLIED WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS SECTION 7. ENEIGHBORS’ LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT.**

10. GENERAL PROVISIONS.

10.1 **Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, earthquake, flood, war, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

10.2 **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

10.3 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, written or oral, between you and eNeighbors relating to the subject matter of this Agreement.

10.4 **Governing Law and Forum.** This Agreement and all disputes arising under this Agreement are subject to, governed by, and construed in accordance with Kansas law, as it applies to contracts that are entered into and performed wholly within Kansas, without regard to rules of conflicts of law. Customer expressly submits and consents to the exclusive jurisdiction and exclusive venue of the federal and state courts in Kansas.

10.5 **Assignment.** Customer may not assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of eNeighbors and any attempt to do so is a material breach of this Agreement and will be null and void. eNeighbors may assign this Agreement to any person or entity that purchases or otherwise acquires all or substantially all of eNeighbors’ business operations, and upon any such assignment, eNeighbors will have no further obligations under this Agreement. This Agreement binds and is for the benefit of the parties, their respective successors and permitted assigns.

10.6 **Notices. Consent Regarding Electronic Information.** We accept e-mail notices. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the Product, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

10.7 The Product is protected by copyright and other intellectual property laws and treaties. eNeighbors or its suppliers own the title, copyright, and other intellectual property rights in the Product. **The Product is licensed, not sold.**