

AGENT EDGE MARKETING

FULL CLIENT SERVICE AGREEMENT

AI Revenue Engine System — Terms, Lead Fee & Marketing Success Fee Agreement

Carlos Contreras

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Effective Date: Upon Submission of Sign-Up Form | **Service Provider:** Carlos Contreras, operating as Agent Edge Marketing, a California sole proprietorship

1. ACCEPTANCE OF AGREEMENT

By completing and submitting the Agent Edge Marketing sign-up form, and by checking the consent checkbox provided therein, the Client (hereinafter "Realtor" or "Client") acknowledges that they have read, understood, and agree to be legally bound by this Client Service Agreement ("Agreement") in its entirety. This Agreement is entered into between the Client and Carlos Contreras, doing business as Agent Edge Marketing ("Agent Edge Marketing," "we," "us," or "our").

This Agreement constitutes a legally binding contract under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the California Uniform Electronic Transactions Act (UETA), California Civil Code §1633.1 et seq. No physical signature is required for this Agreement to be enforceable.

2. DESCRIPTION OF SERVICES

2.1 AI Voice Agent Widget ("The Revenue Engine System")

Agent Edge Marketing will design, build, customize, install, and maintain an AI-powered voice chat widget ("the System") to be embedded directly into the Client's real estate website. The System is powered through a white-label platform and is configured specifically for the Client's brand and target audience.

2.2 System Capabilities

The System will:

- Automatically open and engage website visitors upon arrival, without requiring visitor interaction to initiate
- Conduct natural language conversations with website visitors
- Answer general real estate questions on behalf of the Client
- Administer a structured set of prequalification questions to identify potential buyers and sellers
- Collect visitor contact information including name, phone number, and email address
- Generate a written transcript of each conversation
- Deliver the transcript and collected contact information to the Client via email for follow-up

2.3 Setup Services

- Custom configuration of the AI system to reflect the Client's brand, market area, and communication style
- Technical installation and embedding of the required script into the Client's website
- System testing and verification of proper functionality

2.4 Ongoing Services

- System maintenance and updates
- Qualified lead tracking and reporting
- Technical support

3. FEES AND BILLING

3.1 One-Time Setup Fee

A non-refundable one-time setup fee of **\$250.00** is due prior to the commencement of any services. This fee covers the design, customization, installation, and initial testing of the Revenue Engine System on the Client's website.

3.2 Lead Fee — Pay-Per-Qualified-Lead

There is no monthly subscription fee. The Client is billed only for results. A flat fee of **\$50.00 per Qualified Lead** is charged and billed on a monthly basis.

3.2.1 Definition of a Qualified Lead

A "Qualified Lead" is defined as a website visitor who has engaged with the Revenue Engine System and has provided responses to all five (5) prequalification questions designated for either a Buyer Lead or a Seller Lead, AND has provided their contact information (name, phone number, and/or email address).

Buyer Prequalification Questions:

- Lender pre-approval status
- Timeline and urgency of purchase
- Current representation by another agent
- Down payment and closing fund readiness
- Must-have features and dealbreakers

Seller Prequalification Questions:

- Target sale date or motivating deadline
- Current mortgage status and equity awareness
- Awareness of comparable market pricing
- Current representation by another agent
- Openness to pre-listing updates or staging

3.2.2 Lead Fee Billing

Qualified Lead fees are aggregated and invoiced monthly. Payment is due within fifteen (15) days of invoice date. Agent Edge Marketing reserves the right to suspend services for accounts with outstanding balances exceeding thirty (30) days past due.

3.3 Marketing Success Fee

In addition to the Lead Fee, a one-time **Marketing Success Fee** ("Success Fee") is due upon the successful closing of a real estate transaction that originated from a lead captured by the Revenue Engine System.

3.3.1 Nature of the Marketing Success Fee

The Marketing Success Fee is expressly a **results-based marketing fee** and is NOT a real estate commission, referral fee, or finder's fee as defined under the Real Estate Settlement Procedures Act (RESPA), California Business and Professions Code, or any applicable real estate licensing law. Agent Edge Marketing is a marketing services provider, not a licensed real estate broker or agent. The Success Fee compensates Agent Edge Marketing solely for its marketing technology services that facilitated the initial lead capture.

3.3.2 Marketing Success Fee Schedule

Client's Gross Commission at Closing	Marketing Success Fee
\$0 – \$10,000	\$1,000
\$10,001 – \$20,000	\$1,500
\$20,001 – \$30,000	\$2,500
\$30,001 – \$40,000	\$3,800
\$40,001 – \$50,000	\$4,900
\$50,001 – \$60,000	\$5,800
\$60,001 – \$70,000	\$6,900
\$70,001 – \$80,000	\$7,800
\$80,001 – \$90,000	\$9,000
\$100,001 – \$125,000	\$11,000
\$125,001 – \$150,000	\$13,500
\$150,001 – \$200,000	\$16,500

3.3.3 Client Reporting Obligation

The Client agrees to notify Agent Edge Marketing in writing within **five (5) business days** of the closing of any transaction that originated from a Revenue Engine System lead. This obligation applies regardless of whether the Agreement is still active at the time of closing. Failure to report a qualifying closing within the required timeframe constitutes a **material breach** of this Agreement and may result in a **late reporting penalty of \$500**, in addition to the full Marketing Success Fee owed.

3.3.4 Success Fee Payment

The Marketing Success Fee is due and payable within **ten (10) business days** of the closing date of the qualifying transaction.

3.3.5 Audit Rights

Agent Edge Marketing reserves the right to audit the Client's transaction records to verify compliance with the reporting obligation. Upon request, the Client agrees to provide documentation sufficient to confirm

whether a transaction closed and the gross commission received, which may include but is not limited to: the closing disclosure (CD), MLS listing records, or a written statement from the Client's broker. The Client's refusal to provide requested documentation within ten (10) business days of the request shall be deemed an admission that a qualifying transaction occurred, and Agent Edge Marketing may invoice accordingly.

4. LEAD FEE DISPUTES AND REFUND POLICY

4.1 No Refund on Qualified Leads

Lead fees are **non-refundable** once a Qualified Lead has been delivered to the Client. A lead is considered delivered upon transmission of the conversation transcript and contact information to the Client's designated email address.

4.2 Dispute Process

If the Client believes a delivered lead does not meet the Qualified Lead definition as stated in Section 3.2.1, the Client must submit a written dispute to Agent Edge Marketing within **seven (7) calendar days** of the lead delivery date. Disputes may be submitted to:

✉ doncarlos@agentedgemarketing.net | ☎ 707-694-4869

Disputes submitted after this window will not be considered.

4.3 Final Determination

Agent Edge Marketing shall review the conversation transcript associated with the disputed lead. **Agent Edge Marketing's determination shall be final and binding.** The transcript record shall serve as the definitive evidence of whether the prequalification criteria were met.

4.4 Goodwill Adjustments

Notwithstanding the foregoing, Agent Edge Marketing may, at its sole and absolute discretion, offer a goodwill credit or adjustment to the Client's account as a courtesy. Any such adjustment does not constitute an admission of error, does not set a precedent, and does not obligate Agent Edge Marketing to make similar adjustments in the future.

5. AI SYSTEM DISCLOSURES AND DATA PRACTICES

5.1 Automated AI Interaction Disclosure

The Revenue Engine System is an automated artificial intelligence tool. Website visitors interacting with the System are engaging with an AI, not a human representative. Agent Edge Marketing recommends that Clients include a visible disclosure on their website informing visitors that the chat widget is AI-powered.

5.2 Data Collection

The System collects the following visitor data: name, phone number, email address, and conversation transcript content. This data is collected for the sole purpose of lead generation on behalf of the Client.

5.3 Data Transmission

Collected visitor data and transcripts are transmitted to the Client via email through the GoHighLevel platform. Agent Edge Marketing does not sell, share, or use visitor data for any purpose other than delivering leads to the Client.

5.4 Client Data Responsibility

Upon receipt of visitor data, the Client assumes full responsibility for the lawful handling, storage, and use of that data in compliance with all applicable laws, including but not limited to the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), and the Telephone Consumer Protection Act (TCPA).

5.5 Visitor Consent — Client Obligation

The Client is solely responsible for ensuring that their website contains a compliant Privacy Policy and that website visitors are provided adequate notice that their information may be collected by an AI system. Agent Edge Marketing is not liable for the Client's failure to obtain proper visitor consent.

5.6 No Recording

The Revenue Engine System does not audio-record conversations. Interactions are processed and converted to text transcripts only. No audio files are stored or transmitted.

5.7 TCPA Compliance Guidance and Client Obligation

Because the Revenue Engine System collects visitor phone numbers for the purpose of Client follow-up, the Client is advised that the **Telephone Consumer Protection Act (TCPA)**, 47 U.S.C. § 227, restricts automated calls and text messages to consumers. The Client is solely responsible for ensuring that any follow-up communications made to leads comply with TCPA requirements, including obtaining proper prior express written consent before sending automated texts or making autodialed calls.

Recommended Visitor Consent Language: Agent Edge Marketing strongly recommends that the Client's website include the following disclosure near the AI chat widget:

"By engaging with this chat and providing your contact information, you consent to being contacted by [Realtor Name] via phone, text, or email regarding real estate services. Message and data rates may apply. You may opt out at any time."

The Client acknowledges that Agent Edge Marketing is not responsible for the Client's TCPA compliance and agrees to indemnify Agent Edge Marketing for any TCPA-related claims arising from the Client's follow-up communications.

6. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate website access credentials necessary for system installation
- Maintain an active, functioning website throughout the term of this Agreement
- Promptly report all qualifying closed transactions as required under Section 3.3.3
- Ensure their website contains a compliant Privacy Policy disclosing AI data collection
- Use all leads and data received in compliance with applicable law
- Not attempt to reverse-engineer, replicate, or resell the Revenue Engine System

7. TERM AND TERMINATION

7.1 Term

This Agreement begins upon submission of the sign-up form and payment of the setup fee, and continues on a month-to-month basis until terminated.

7.2 Termination by Client

The Client may terminate this Agreement with **thirty (30) days written notice** to Agent Edge Marketing. All outstanding Lead Fees and Marketing Success Fees accrued prior to termination remain due and payable.

7.3 Termination by Agent Edge Marketing

Agent Edge Marketing may terminate this Agreement immediately upon written notice if the Client: (a) fails to pay any fees when due; (b) breaches any material term of this Agreement; (c) engages in conduct that Agent Edge Marketing reasonably determines to be harmful, unethical, or damaging to its reputation.

7.4 Effect of Termination — Survival of Marketing Success Fee Obligation

Upon termination, Agent Edge Marketing will deactivate and remove the Revenue Engine System from the Client's website. The Client's obligation to report and pay Marketing Success Fees survives termination of this Agreement for a period of **twenty-four (24) months** from the date of termination, applicable to any lead captured by the System prior to the termination date that results in a closed transaction within that 24-month window. After 24 months from termination, no further Success Fees shall be owed for leads captured prior to termination. All outstanding Lead Fees accrued prior to termination remain due and payable regardless of termination.

8. LIMITATION OF LIABILITY

8.1 No Guarantee of Results

Agent Edge Marketing does not guarantee any specific number of leads, conversion rates, or closed transactions. The Revenue Engine System is a marketing technology tool, and results will vary based on website traffic, market conditions, Client responsiveness, and other factors outside Agent Edge Marketing's control.

8.2 Limitation of Liability

Agent Edge Marketing's total cumulative liability to the Client for any claim arising under this Agreement shall not exceed the total fees paid by the Client to Agent Edge Marketing in the **three (3) months** preceding the claim. This limitation applies to all claims, whether based in contract, tort, negligence, or any other legal theory.

8.3 No Consequential Damages

Agent Edge Marketing shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost commissions, lost business opportunities, or reputational harm, even if Agent Edge Marketing has been advised of the possibility of such damages.

8.4 Personal Liability Disclaimer

Agent Edge Marketing is operated as a sole proprietorship by Carlos Contreras. Nothing in this Agreement shall be construed to impose personal liability on Carlos Contreras beyond the limitations set forth in Section 8.2. The Client agrees that any claim shall be directed solely against the business operations of Agent Edge Marketing and not against Carlos Contreras personally, to the maximum extent permitted by California law.

9. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless Carlos Contreras and Agent Edge Marketing from and against any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from: (a) the Client's use of the Revenue Engine System; (b) the Client's handling of visitor data; (c) the Client's failure to maintain a compliant website Privacy Policy; or (d) any violation of applicable law by the Client.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of California. Any dispute arising under this Agreement that cannot be resolved informally shall be submitted to binding arbitration in Sonoma County, California, under the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. INTELLECTUAL PROPERTY

11.1 Ownership of the System

The Revenue Engine System, including all AI configurations, conversation scripts, prompt structures, prequalification logic, and embedded code, is and remains the exclusive intellectual property of Agent Edge Marketing. The Client is granted a limited, non-exclusive, non-transferable license to use the System solely on their designated website during the term of this Agreement.

11.2 No Copying or Replication

The Client shall not copy, replicate, reverse-engineer, share, sublicense, or attempt to recreate any component of the Revenue Engine System. Upon termination, the Client's license is immediately revoked, and the Client shall not retain any copy of the embedded script or system configuration.

11.3 Conversation Data

Conversation transcripts and lead data generated by the System are delivered to the Client for their business use. Agent Edge Marketing retains the right to use anonymized, aggregated data from System interactions for the purpose of improving its services, provided that no personally identifiable information is disclosed.

12. PLATFORM DEPENDENCY AND FORCE MAJEURE

12.1 Third-Party Platform Dependency

The Revenue Engine System is delivered through a white-label version of the GoHighLevel platform. Agent Edge Marketing does not control GoHighLevel's infrastructure, uptime, or service continuity. Agent Edge Marketing shall not be liable for any service interruptions, data loss, or system failures caused by GoHighLevel or any other third-party platform.

12.2 Force Majeure

Agent Edge Marketing shall not be in breach of this Agreement for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to: acts of God, internet outages, third-party platform failures, cyberattacks, government actions, or other events outside Agent Edge Marketing's direct control. Agent Edge Marketing will make commercially reasonable efforts to restore service as quickly as possible and will notify the Client of any significant outages.

13. ACCESSIBILITY

13.1 AI Widget Accessibility

Agent Edge Marketing makes commercially reasonable efforts to ensure the Revenue Engine System widget is functional across standard web browsers and devices. However, Agent Edge Marketing does not warrant that the System is fully compliant with the Web Content Accessibility Guidelines (WCAG 2.1) or the Americans with Disabilities Act (ADA) Title III as applied to websites.

13.2 Client Accessibility Responsibility

The Client is responsible for ensuring their overall website meets applicable accessibility standards. Agent Edge Marketing recommends that the Client consult with a web accessibility specialist to evaluate the impact of the Revenue Engine System widget on their website's overall ADA compliance. Agent Edge Marketing shall not be liable for any ADA or accessibility-related claims arising from the System's presence on the Client's website.

14. EMAIL COMMUNICATIONS AND CAN-SPAM COMPLIANCE

14.1 Agent Edge Marketing Communications

Any marketing or promotional emails sent by Agent Edge Marketing to Clients will comply with the CAN-SPAM Act, including providing a clear opt-out mechanism. Transactional emails (such as lead delivery emails and invoices) are exempt from CAN-SPAM opt-out requirements.

14.2 Client Email Obligations

When the Client uses lead contact information to send email communications, the Client is solely responsible for compliance with the CAN-SPAM Act, including: (a) using accurate sender identification; (b) including a physical mailing address; (c) providing a clear and functional opt-out mechanism; and (d) honoring opt-out requests within ten (10) business days.

15. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Agent Edge Marketing reserves the right to modify this Agreement at any time. Clients will be notified of material changes via email. Continued use of the services following notification constitutes acceptance of the revised terms.

16. SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

Legal Disclaimer: This document was prepared using AI-assisted legal drafting and compliance knowledge. It is strongly recommended that you have a licensed California business attorney review this Agreement before publishing, particularly regarding the Marketing Success Fee structure and its relationship to California real estate law. This document does not constitute legal advice.

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Last Updated: May 2025