

ObitData.com Volume/Market Share Order Form

FUNERAL HOME INFORMATION

Company:	Contact:
Address:	Phone:
City/State/Zip:	Email:
	Website:

Market Share Monthly Report Service – Check One	Payment Term – Check One
<input type="checkbox"/> Your funeral home plus 1-7 competitors	<input type="checkbox"/> \$300/quarter <input type="checkbox"/> \$1,000/year
<input type="checkbox"/> Your funeral home plus 8-14 competitors	<input type="checkbox"/> \$400/quarter <input type="checkbox"/> \$1,250/year
<input type="checkbox"/> Your funeral home plus 15-20 competitors	<input type="checkbox"/> \$500/quarter <input type="checkbox"/> \$1,600/year
<input type="checkbox"/> Your funeral home plus 20+ competitors	<input type="checkbox"/> Custom quote required

Credit Card Information

TYPE: Visa MasterCard AMEX Discover

CREDIT CARD #: _____

EXPIRY DATE: _____ CVV: _____

NAME ON CARD: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

Competitor Website Information

1. Competitor Name: _____ Website: _____

2. Competitor Name: _____ Website: _____

3. Competitor Name: _____ Website: _____

4. Competitor Name: _____ Website: _____

5. Competitor Name: _____ Website: _____


6. Competitor Name: _____ Website: _____

7. Competitor Name: _____ Website: _____

Local Newspaper Name: _____

If additional space needed, please include on a separate sheet or all information can be emailed to:
john@obitdata.com

By signing below, Funeral Home acknowledges that it has read, understands and agrees to the fees and Terms and Conditions of service. The signer represents that he/she is authorized to sign this Agreement on behalf of the Funeral Home.

FUNERAL HOME	OBITDATA.COM
Signature:	Signature: 
Name (printed):	Name (printed): John Bikus
Date:	Date:

Return forms via email, fax, or mail:

Email: john@obitdata.com

Fax: (888) 290 2188

Mail: ObitData.com 295 Joshua Drive Hawthorn Woods, IL 60047

ObitData.com Market Share Agreement
TERMS & CONDITIONS

This Agreement between ObitData.com, Inc., an Illinois corporation (“ObitData.com”) and the Funeral Home named below (“Funeral Home”) is effective as of the date ObitData.com accepts this Agreement as set forth below (the “Effective Date”). The services described herein are subject to these Terms and Conditions.

1. **Description of Services.** ObitData.com will provide volume and market share data for the Funeral Home and competitors requested. Market share will be calculated based on competitors identified by Funeral Home. Volume data will be collected using funeral home and local newspaper websites. Data will be aggregated on a calendar month basis. Reports will be distributed electronically via email to email address provided by Funeral Home. Reports for the month will be distributed by the 15th day of the following month. Timing for availability of the first report will vary by market.
2. **Funeral Home Obligations.** Funeral Home will provide a link to its website and names/website addresses (where possible) for the competitors to be tracked. Funeral Home will not distribute or otherwise communicate, beyond its own authorized employees, any data or information contained in any reports received from ObitData.com. Unauthorized distribution or communication of information will be cause for immediate termination of agreement and could result in additional legal action on the part of ObitData.com.
3. **Payment Terms.** Funeral home shall pay to ObitData.com the Fee selected under Payment Term. Funeral Home shall cause payment of Fee to be made by valid credit card. If Funeral Home changes credit cards, Funeral Home will immediately notify ObitData.com and will take such steps as are necessary for ObitData.com to receive monthly fee without interruption or delay. ObitData.com reserves the right to terminate this Agreement at any time for non-payment of fees.
4. **Billing Terms.** Funeral home will be charged upon delivery of first report. Total fee will be charged at that time. For example, if quarterly payment term selected, the full quarterly fee will be charged. If annual option selected, the full annual fee will be charged.
5. **Renewal Terms.** This Agreement shall begin as of the date ObitData.com accepts this Agreement as set forth below (the “Effective Date”) and will continue through completion of three (3) or twelve (12) monthly reports, depending on the term option selected (“Initial Term”). Thereafter, this Agreement shall automatically renew either quarterly or annually (“Renewal Term”) unless either party gives 30 days advance written notice that the term will not be renewed. After the Initial Term, Funeral Home may terminate this agreement for any reason with 30 days written notice to ObitData.com. The Initial Term and Renewal Term shall be collectively referred to as the “Term”.

6. **Changes to Terms.** At any time during the Term, ObitData.com may send notice of a change to any provision of the Agreement. Such changes shall become effective on a date designated by ObitData.com. If change is unacceptable to Funeral Home, Funeral Home may terminate this Agreement upon written notice to Obitdata.com.
7. **Representations and Warranties.** Each party represents and warrants that: (a) it has the right to enter into this Agreement; (b) its execution of this Agreement and its performance hereunder do not violate any agreement with any third party or by which it is otherwise bound. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE OR OTHERWISE WHICH WOULD EXTEND BEYOND THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN.
8. **Indemnification.** Funeral Home will indemnify, defend and hold harmless ObitData.com and any of its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns, from and against any claim, damages, liability, cost and expense, including reasonable legal fees and expenses, related to any data collected for Funeral Home and any warranty or representation made by Funeral Home in this Agreement and/or related to Funeral Home's business operations.
9. **Governing Law.** This Agreement, its interpretation, performance and any breach thereof, will be construed in accordance with the laws of the State of Illinois. The parties agree that any actions related to this Agreement may be brought only in a federal or state Court located in Cook County, Illinois.
10. **Force Majeure.** Except for payment obligations, neither party shall be liable for failure to perform any obligation required under this Agreement when such failure results from acts or events beyond the reasonable control of such party and arises without its fault or negligence, provided that prompt written notice of any such act or event is given to the other party. Such acts shall include, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods, or other catastrophes.