Agreement

This Agreement ("Agreement") is between CLASS-G, LP ("Class-G") and your organization ("Applicant"). In consideration of the mutual promises set forth herein, and for other good and valuable consideration, it is agreed as follows:

1. Applicant agrees to comply with and abide by all of the Directions for Use of Class-G Self-Certification, which are hereby incorporated herein by reference. Applicant acknowledges and agrees that if Applicant fails to pay, perform or comply with any of the Directions for Use, Class-G may terminate this Agreement and exercise its rights and remedies available at law or in equity. Without limiting the generality of the foregoing, if Applicant fails to properly respond to, or fails to prove that a Red Flag Challenge (as described in the Directions for Use) is without merit, Applicant's public posting with Checklist responses and rating will be marked accordingly with a Red Flag Challenge describing the challenge, whereby Class-G.org Certification and rating may be modified or revoked.

2. Applicant agrees to grant Class-G a non-exclusive, irrevocable, perpetual, royalty-free, worldwide license to use, display, reproduce, and publish in any setting or place, including on the Internet, any information submitted to Class-G as part of the Certification process, including responses to the Checklist, and the resultant ratings and Red Flags and content thereof, together with other such information concerning Applicant and its properties. Applicant represents and warrants that none of the information submitted to Class-G as part of the Certification process, including responses to the Checklist, infringes or otherwise violates the rights of any third party.

3. Applicant represents and warrants that all responses to the Checklist and any other information provided by Applicant as part of the Certification process are accurate and are in no way misleading or incomplete.

4. Applicant agrees to indemnify, defend and hold harmless Class-G, including its officers, owners, directors, employees, affiliates, agents, licensors, representatives, attorneys, and business partners ("Indemnified Parties"), from any and all claims, demands, losses, costs, damages, liabilities, judgments, awards, and expenses (including attorneys' fees) that Class-G or the Indemnified Parties may suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to Applicant's use of Class-G services or Certification covered by this Agreement.

5. Applicant acknowledges and agrees that Class-G and the Indemnified Parties are in no way liable for any damages or harm, and Applicant expressly waives and releases all claims against Class-G and the Indemnified Parties for any such damages or harm, that may come to Applicant based on the Certification process, a Red Flag Challenge (including any damages or harm resulting from any marketplace response to Applicant's Checklist responses or any Red Flag Challenge posted on Applicant's Class-G® Certification), or any de-certification and plaque withdrawal that Class-G may undertake as a result of Applicant's inaccurate or false responses to the Checklist.

6. If Class-G is determined to be liable to Applicant for some type of damage, then the maximum amount that Applicant can recover from Class-G or the Indemnified Parties shall not exceed the sum of fees Applicant paid to Class-G for the Certification of said individual property under this Agreement.

7. Class-G makes no express or implied warranties of any kind with respect to the Certification offered and provided under this Agreement. For example, a Certification issued by Class-G.org under this Agreement does not in any way represent that the certified property is safe, up to code, or otherwise constructed or run in accordance with applicable laws.

8. The effective date of this Agreement is when the Applicant completes the registration process. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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