

# CERTIFIED REFERRAL PARTNER AGREEMENT

This Certified Referral Partner Agreement (“Agreement”), dated \_\_\_\_\_ is made between OptionPlus Franchising, Inc. (“Company”) and \_\_\_\_\_ (“CRP”). In consideration of the covenants and representations contained in this Agreement, Company and CRP agree as follows:

## 1. COMPANY:

Company represents that Company owns the marks, software, website, database, training materials and other intellectual property that collectively comprise the OptionPlus Lease-to-Own Program “Program”. This is a real estate investment system that allows a real estate investor to profit from lease-to-own home transactions.

## 2. CRP:

CRP represents that they are either a real estate investor or a licensed agent/broker looking to offer the Program in addition to their existing business offerings or an individual looking to obtain a lease-to-own property for themselves. CRP represents that the name noted above and any Alias’s or AKA’s noted here are the only names that the CRP has used within the past 5 years.

## 3. COMPANY AND CRP RELATIONSHIP:

**3.1 .** Company and CRP are independent contracting parties and this agreement does not constitute an employment agreement by either party and shall not be construed as a partnership. This Agreement does not grant any “business opportunity” or franchise rights of any kind by any party. Company shall not be liable for any obligation, injury, disability or liability incurred by CRP. CRP may not represent themselves as employees or as working on behalf of Company in any capacity.

**3.2.** CRP agrees to process lease-to-own transactions in accordance with law and with high ethical and professional standards.

**3.3.** Company shall not restrict CRP’s activities to certain geographical areas, except for those geographical areas where exclusive franchise rights have been granted to a third party. Company shall not dictate the manner in which services are to be performed, with regard to hours, schedule, contracts used, inventory, vacation or similar activities, except to the extent required by all applicable laws. It is CRP’s responsibility to research local licensing requirements to determine how to conduct their lease-to-own transactions. It is recommended that CRP consults an attorney to review any contracts used and to discuss licensing and any other issues that could result in fines or other sanctions. Company will not provide any legal advice to CRP. Contracts provided by Company via the OptionPlus proprietary online lease-to-own software system, via other electronic means, or via hard copy are provided as samples only and must be reviewed by an attorney at CRP’s expense before determining the appropriate contracts to use.

**3.4.** All transactions will be contracted in the name of CRP or an entity controlled by CRP only. CRP agrees to provide Company, upon request, all documentation for a transaction believed to be resulting from use of Company marks or intellectual property.

**3.5.** CRP shall have no authority to bind Company by any promises or representations and Company

shall not be liable for any obligation or liability incurred by CRP unless Company specifically authorizes it in writing.

#### **4. TRAINING & CERTIFICATION**

Company shall provide lease-to-own training materials in electronic format. Training services may be provided via any combination of the following methods based on the sole discretion of Company: one-on-one telephone training, online webinar, online or DVD videos. Ongoing mentoring & training will not be provided. Software access will be provided in the form of a login and password for the OptionPlus online lease-to-own software. Training will be provided on at least the following topics:

- Effective marketing techniques
- Evaluating prospective properties
- What to say to prospective tenant/buyers and landlord/sellers to get the deal
- How to negotiate and structure the terms of a lease-to-own transaction

#### **5. BUSINESS EXPENSES:**

Company shall not be liable to CRP for any expenses incurred by CRP for any of its acts. CRP understands and agrees that Company shall not provide any office, place of business, supplies, advertisements, and marketing materials and that CRP is responsible for conducting business at its own costs, if any. Company shall not be liable to reimburse CRP for any expenses.

#### **6. ACTIVITY:**

CRP shall be familiar with, and comply with all applicable laws including, but not limited to anti discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, local licensing requirements, home inspection companies, pest control companies and other settlement service providers.

#### **7. DUES & FEES:**

**7.1 . Training, Certification & Software Licensing Dues:** Company will provide training & certification in exchange for annual dues of \$375 with the first payment due prior to training and subsequent payments due on the anniversary date of signup each year until this Agreement is terminated by either party. Additionally, software licensing dues in the amount of \$19.95 for use of Company's lease-to-own software will be paid monthly with the first payment due prior to training and continuing until this Agreement is terminated by either party. If CRP completes training and does not meet certification standards, all funds will be returned to CRP and this Agreement will become null and void. There shall be no refund or proration of dues paid for any other reason than being denied certification.

**7.2 . Referral Fees:** Company will provide CRP access to buyer and seller leads. In the event that CRP earns a profit by entering into any transaction with either a buyer or a seller lead provided by Company, CRP will pay 25% of the profits earned to Company within 14 days of receipt of funds for the duration of the transaction.

#### **8. DOCUMENTS, FILES & DATABASE:**

All documents, files & database entries associated with lease-to-own transaction while affiliated with

Company are the intellectual property of Company and shall be delivered to Company by CRP within 24 hours of termination of this Agreement. Use of this intellectual property at any time for any other purpose than to sell and process lease-to-own transactions for Company are strictly forbidden. Sharing any of this intellectual property with any other individual who is not an OptionPlus franchise owner or CRP for any reason is strictly forbidden.

## **9. FICTITIOUS BUSINESS NAMES AND LOGOS:**

Until this Agreement is terminated by either party, CRP may use the provided “OptionPlus” trademark logo. Any website, document or other digital or non-digital media displaying this logo must also contain the words “Certified Referral Partner” or “Certified Lease-to-Own Referral Partner” fewer than 2” away from the logo. No other Company marks may be used. CRP agrees that Company retains exclusive rights to the “OptionPlus” trademark logo and graphics. CRP agrees to discontinue the use of the “OptionPlus” trademark logo and graphics immediately upon the termination of this Agreement.

## **10. ADVERTISING AND SOLICITATIONS:**

All advertising done by CRP must receive prior written approval of Company. **NO TELEPHONE SOLICITATION IS ALLOWED** by CRP to people who have registered their telephone numbers on a national do-not call registry. CRP may only send one e-mail or text communication at a time to any person in the Company database. No broadcast e-mail or text software or service may be used to communicate with individuals in the Company database. Individuals in the Company database may only be contacted for the purpose of determining whether they are suitable candidates for a lease-to-own transaction. Company is not liable or responsible for any advertising done by CRP on its behalf and CRP agrees to hold Company harmless of any costs, damages, legal or otherwise, specifically arising as a result of CRP’s failure to comply with this paragraph.

## **11. LIABILITY:**

In addition to all other legal or equitable remedies of Company, CRP shall indemnify and hold Company and its owner(s), affiliates, shareholders, directors, officers, agents, employees, licensees, successors, and assigns harmless from and against and shall reimburse the same with respect to any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees (collectively “Losses”), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of CRP, including, but not limited to, CRP’s misrepresentation of its relationship with Company to any third party or any action by CRP taken or omitted pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement are due to be paid in full by CRP, who hereby agrees to indemnify and hold harmless Company for all such sums.

## **12. CRP’S EMPLOYEES:**

CRP’s employees, if any, who perform services for CRP or for Company under this Agreement shall also be bound by the provision of this Agreement. CRP’s responsibilities include advising its employees of the terms of this Agreement and supervising their activities to ensure their compliance with all of its terms. At the request of Company, CRP shall provide evidence that such persons are CRP’s employees and are bound by the provisions of this Agreement.

**13. ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**14. ARBITRATION:**

The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Sacramento, CA, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

**15. APPLICABLE LAW:**

This Agreement is entered into in the County of Sacramento, California, and shall be governed by the laws of the State of California. Any lawsuit filed which arises out of or relates to this Agreement must be filed in the County of Sacramento, State of California.

**16. TERMINATION OF AGREEMENT:**

Either party may terminate this Agreement any time, with or without cause, upon five (5) day's written notice to the other party. Even after termination, this Agreement shall govern all disputes and claims between Company and CRP connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed transactions. All intellectual property must be returned to Company immediately.

**17. SURVIVAL:** Section 7.2 of this Agreement will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Date Signed \_\_\_\_\_

OptionPlus Franchising, Inc.

\_\_\_\_\_  
By Craig Sherman, President

\_\_\_\_\_  
CRP