

Marketing Partnership Agreement

This Agreement is entered into as of the “Effective Date”, as defined by the initial payment date made by Marketing Partner. This Marketing Agreement (“Agreement”) is by and between infillRE, LLC dba “teardowns.com”, an Illinois limited liability company (“TDC”), with offices at 55 Ogden Ave. Clarendon Hills, IL 60514 and the Broker/Agent (“Marketing Partner”) whose name has been assigned and confirmed by teardowns.com.

For the purposes of this Agreement:

teardowns.com provides, among other things:

- Use, by way of a limited, revocable, non-exclusive, non-assignable license, of the teardowns.com brand and mark (the “Brand”) – acceptable examples and uses to be supplied by TDC
- Access to a password protected system which aggregates and catalogs buyer registrations and seller inquiries at TDC (the “System”)
- Functionality which provides auto-reply communication to captured leads with Marketing Partner information
- Ongoing local, regional and national SEO (search engine optimization) intended to generate high search returns for local teardown and rehab property market participants
- Unique marketing programs for builders and individual buyers and sellers
- Marketing Partner contact information in the Contact Us sector of TDC (optional)

Marketing Partner provides, among other things:

- Outstanding customer service including, but not limited to, market research, CMAs, honest opportunity opinions, and timely, courteous, and professional responses.
- Ongoing local marketing campaign utilizing the TDC brand and / or mark
- A service fee of \$20 (twenty) dollars per month paid to teardowns.com

Terms and Responsibilities:

- Marketing Partner must be a licensed real estate agent or broker in good standing in the State in which Marketing Partner uses the TDC brand and/or mark
- The Term of this Agreement is for one (1) year and is renewable by mutual written or electronic agreement of the parties.
- Either party may cancel this Agreement at any time upon written or electronic notice to the other party
- Marketing Partner may be asked to supply TDC copies of marketing material used to fulfill the responsibilities of this Agreement
- TDC will only provide Marketing Agreement opportunities to a maximum of three (3) Marketing Partners per community (defined by zip code)

Miscellaneous:

TDC licenses use of the System and Brand “as is” and with all faults, and hereby disclaims all warranties, including, but not limited to, (i) any implied warranties of merchantability or fitness for a particular purpose, or (ii) warranties as to the results that Marketing Partner may achieve. TDC will not be liable for any indirect, special or consequential damages hereunder, and in no event will TDC be liable for any amount in excess of \$50 in the aggregate to Marketing Partner. This Agreement is governed by the internal laws of the State of Illinois, and all disputes arising hereunder will be adjudicated in the appropriate court located in Chicago, Illinois.

TDC retains full ownership over the System, Brand and its other intellectual property, and upon termination of this Agreement for any reason, Marketing Partner will immediately cease use of all such intellectual property. TDC will not be responsible for providing any updates or improvements to the System.

Marketing Partner will adhere to best industry practices in promoting the Brand and using the System, and will refrain from taking any action which violates any applicable law, industry regulation or ethical rule or which casts TDC in a negative light. Marketing Partner is not entitled to assign his Agreement.

The parties are intended to remain independent contractors hereunder, and as such Marketing Partner shall not have any authority to sign any agreement on behalf of TDC or otherwise bind TDC in any way.

If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

You will receive an electronic confirmation following acceptance, which will serve as record of your agreement to these terms and conditions.
