

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

### Maryland & Virginia Preferred Alliance Reseller Agreement

#### Express Auctioneers, LLC

This Preferred Alliance Reseller Agreement (“Agreement”) is entered into as of the Effective Date by and between Express Auctioneers, Inc., a Maryland corporation (“Express”) and the Reseller identified on the signature page of this Agreement (“Reseller”).

#### 1.0 Recitals

- (a) Express provides education, training, continuing education and real property sales management for the real estate auction industry.
- (b) Reseller and Express desire to enter into an arrangement whereby Reseller will provide Services from Express and offer them to their customers and provide their customers (REALTORS, brokers, real estate companies) with direct auction event managerial, marketing and training support.

#### 2.0 Provision of Services

##### 2.1 The Offer

Express agrees to offer full range of auction event managerial, marketing and training support registered Resellers who will offer them at no cost or fee to Real Estate Companies, Brokers and REALTORS.

**Note: All services and support will be provided in accordance with laws, rules, regulations and processes developed by Express Auctioneers, LLC and its subsidiaries and will follow all federal, state and local laws.**

##### 2.4 Program Participation

Reseller is granted non-exclusive rights to the Reseller program and agrees to abide by all terms and conditions of this agreement.

Reseller must bind customers to Acceptable Usage Policy and Terms of Service as provided by Express and outlined here: (<http://www.RealEstateInnovators.com>)

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

Reseller must be eighteen (18) years or older to participate in the Reseller Program.

### 3.0 Term and Termination 3.1 Term of Agreement

This Agreement shall be effective indefinitely from the date first set forth herein, and shall remain effective for the entire term that Reseller has active auction events with Express or till either party, Express or Reseller choose to terminate agreement with or without cause.

### 3.2 Termination for Cause

If Reseller breaches any part of this agreement contained herein, Express, will terminate this agreement and reserves the right to, upon termination of agreement, to provide direct services to clients of Reseller, shall clients of Reseller inquire about acquiring services directly with Express.

### 3.3 Termination for Other Specified Reasons

In the event that either party ceases conducting business in the ordinary course; becomes insolvent; makes a general assignment for the benefit of its creditors; files a petition seeking or acquiescing in any relief for itself under any present or future federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any part of its business or property; or admits in writing its inability to pay its debts generally as they become due, this Agreement shall be automatically and immediately terminated.

We reserve the right to terminate your account without warning if your personnel capacity is unsuitable for providing 100% our service needed to perpetuate the existence and profitability of Express. "Unsuitable" include, without limitation, Reseller's inability to provide 100% service to existing or potential future clients or customers.

### 4.0 Relationship of Parties

Reseller and Express are each independent contractors, and nothing herein contained shall be construed to imply the existence of a partnership or joint venture between them, nor to make either one an agent of the other. The use of the term "Reseller" is not intended in any way to constitute any type of legal partnership whatsoever between Express and Reseller. The relationship between Express and Reseller is that of independent parties contractor only, and is NOT employer-employee, partner, principal-agent or joint venture.

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

### 5.0 Law Governing

This Agreement shall in all respects be interpreted, governed, construed and enforced by and under the laws of the State of Maryland, USA.

### 6.0 Entire Agreement; Modification; Waiver

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing by the party making the waiver. The judgment of the Express Auctioneer is final and without recourse.

### 7.0 Miscellaneous

Misuse of the Express Reseller Program in a manner other than intended will result in loss of termination of your account. Upon termination of your account, you must relinquish all passwords and any associated proprietary information owned by Express. **You and your employees will be required to sign a “Non-compete” and “Non-disclosure Agreement”.**

### 8.0 Force Majeure

Neither party is responsible for failure or delay in performance caused by acts of God, lightning strikes, floods, fire, war, public enemy, electrical or equipment failure, failure of third parties or any event beyond its reasonable control.

### 9.0 Liability and Guarantee

The Reseller agrees that the use of the Reseller Program is entirely at the Reseller's own risk. The Reseller Program is provided on an “as is” basis without warranties of any kind, either expressed or implied, constructive, or statutory, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. Express makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the Express service. In no event will Express be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use Express's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect;

Powered by: A Swanepoel Real Estate Innovator Company  
**EXPRESS AUCTIONEERS**  
Larry A. Makowski, Licensed Real Estate Broker, Auctioneer  
V2015-1.0



 **Real Estate !nnovators**  
[www.RealEstateInnovators.com](http://www.RealEstateInnovators.com)

\*All commissions are negotiable. We 50/50 split of fees. Auction company uses a buyers premium that generally is 10% added to the bid amount. All trademarks are the property of their respective owners. Inclusion in our programs is at the sole discretion of the auctioneer and without recourse. Your costs and expenses might differ. See website for details. Funds disbursed to broker within 3 business days of closing or less.

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.

### 10.0 Indemnity

Each party agrees to indemnify and hold harmless the other from and against loss, suit, damage or claim, including reasonable attorney fees and costs, arising out of or in connection with participation in the Reseller Program. In addition, Reseller shall not be held liable for any fraud that any reseller's customers commit in relation to their relationship with Express.

### Overall Agreement.

The following text outlines the agreement between Express and an approved Reseller. It sets the required qualifications and acceptable practices for Resellers, while setting forth the benefits and terms provided by Express to the Reseller (referred to hereafter as Reseller).

- 1) The Reseller agrees to all terms of the standard Service Agreement for all accounts, as well as the company Policies set forth by Express on its website, including all future additions or modifications thereof.
- 2) The Reseller agrees they will NOT have any signature authority nor will they represent that they have any ability to change or alter any Express contracts or agreements and will not sign any seller or buyer contract or any other document associated with the Express Auction or any other process administered by Express.
- 3) The Reseller agrees not to employ any abusive practices, in relation to the resale of Express services.
- 4) The Reseller agrees to submit any promotional materials to Express for review. Electronic access is preferred; however, hard copies will be accepted. The Reseller agrees to any editorial changes required by Express. The only intent of this requirement is to enforce Express standards of quality.
- 5) Express will not interfere in the Reseller's acceptable and reasonable marketing plans or techniques, except as outlined in the previous paragraph.
- 6) The Reseller agrees to submit evidence that it meets Express standards of quality for the value-added services that the Reseller provides if requested. The Reseller asserts that all such submitted material is solely or substantially its own work, and is not a misrepresentation in any way. Prior work that is in actual use is greatly preferred, although other materials are acceptable.

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

All work submitted would be edited at the sole discretion of Express when deemed necessary. Although electronic access is preferred, hard copies will be accepted.

- 7) The Reseller agrees that acceptance into the Reseller program is contingent upon Express approval of the submitted materials. Acceptance may be denied at the sole discretion of Express.
- 8) The Reseller agrees to maintain a minimum amount of sales (two sales to successful closings per 3 months minimum starting after 6 months) as outlined in this contract and if the quota for sales is not met, agrees to be released from this agreement without recourse and with no expectation of receiving any future commissions or earnings from any previous, current or future relationships with REALTORS or Brokers or other persons or entities who have created or who have expressed desire to create agreements with Express. Reseller agrees to abide by the Non-compete and Non-disclosure agreement signed under separate cover.
- 9) The Reseller agrees to maintain their submission of all pertinent REALTOR, Broker, Seller, Buyer and any other documents utilizing Express Auction Serial Numbers (EASN) for each and every document and maintain good standing at all times. Delinquencies of any kind will result in suspension from the Reseller program.
- 10) The Reseller agrees to act in good faith and not to make use of other real estate services in cases where the services could reasonably be obtained from Express (Non-compete). The Reseller specifically agrees that it will not take referrals with the intent of referring customers elsewhere.
- 11) The Reseller will promote Express services from its own website, or by any other means, at the Reseller's own costs. When promoting Express services, a Reseller should take the following steps:
  - a. Consults with the customer in order to determine what services fit their needs. Forms a complete price quote for the customer.
  - b. Negotiates and forms an agreement with the customer.
  - c. Obtains appropriate dedicated services from Express on their behalf.
  - d. Provides whatever appropriate value-added services for the customer such as: design, programming, administration, or marketing or obtains these services from a third party on their customer's behalf.
  - e. Express bills the customer directly for any appropriate services. Reseller will never bill customer or represent or make promise to any customer on behalf of Express that

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

Express will provide any services outside of those noted in the customer's agreement with Express.

- 12) The Reseller will be the point of contact for the customer. Only when a Reseller has exhausted their own resources in handling a problem should they direct support inquiries to Express support channels. Express will fully support Reseller in all aspects of The Express Auction Method.
- 13) The Reseller will provide support and services at absolutely no cost, fee, payment in-kind, barter or any other type of payment to the Reseller. When the Reseller requires support or services from Express, these will never be billed to the Reseller. The Reseller will not make any agreement on behalf of Express for any type of "co-op" advertising, marketing or any associated costs
- 14) The Reseller will have early access to new features and services from Express, when such can reasonably be made available. The Reseller agrees that it will not take steps to mislead its customers about the involvement of Express in its dedicated services. Conversely, Express will not take steps to solicit any resold customer, nor will it provide value-added services of its own. Any other customer agreements for commissions or payment will be made on a case by case basis aside from the agreed upon Independent Sale Representative Agreement signed under separate cover.
- 15) The Reseller's investment in its customers is protected by the quality of its own value-added services. Violation of any of the terms or conditions of this contract may result in the immediate termination of the Reseller's services with Express, as well as the permanent discontinuation of the Reseller relationship, at the sole discretion of Express.
- 16) The Reseller will be paid via separate agreement with Express and expects nothing other than this payment. Resellers will not receive any type of retirement, medical or any type of benefits at all from Express. Reseller is acting as a full and separate entity to Express.
- 17) Reseller agrees that they and their employees will be required to sign and be bound by individual liability release and hold harmless agreements with Express. Reseller agrees that they will be required to sign and be bound by a separate Intellectual Property Agreement with Express.
- 18) Express reserves the right to implement exclusive sales territories or limit territories by physical, geographical or other sales and marketing location including, but not limited to country, state, city, Reseller, real estate company, real estate broker, real estate agent or any other entity for any reason which may or may not be disclosed to Reseller for any reason set forth by Express. This supersedes any prior written or oral agreement between Reseller and Express and may be implemented as desired by Express.

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

19) Express may revoke and nullify this agreement at any time for any reason without recourse due to any serious act of misconduct as determined by Express by any member of the Reseller and or their staff or anyone or any entity associated with Reseller, including (but not limited to) an act of dishonesty, theft or misappropriation of funds, harm to Express property or good will of Express or its other resellers which could harm brands or programs. This includes, but is not limited to moral turpitude, insubordination, or any act injuring, abusing, or endangering others. Reseller shall not commit any act or do anything which might tend to bring Express, its officers, personnel, brands, brokers, real estate companies, agents or anyone else associated with Express into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on Express, any sponsor of a program or any company, broker, agent or other member associated with Reseller or Express. Express reserves this right without recourse of any kind and Reseller will not hold Express or any of its employees, agents, other resellers or any other organization or person associated with Express liable in perpetuity, in any manner whatsoever. Express will not be liable for any outstanding, current or future payments to Reseller for any reason.

20) Any and all contracts or agreements created, owned and enforced by Express and any other entity - with assistance from the Reseller - will ONLY be owned and enforced by Express and the entity and WILL NOT INCLUDE THE RESELLER IN ANY WAY FASHION OR MANNER FOR ANY REASON unless expressly addressed under separate and decisive agreement.

21) Decision of Express is final and without recourse.

### Preferred Alliance Reseller Company Information:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Main Phone #: \_\_\_\_\_

Business Type: \_\_\_\_\_ # of Employees: \_\_\_\_\_

Resale/Tax Exempt #: \_\_\_\_\_

# Express Auctioneers, LLC.

## Preferred Alliance Reseller Agreement

Ownership:                      Proprietorship                      Date Business Established: \_\_\_\_\_  
Partnership                      Corporation                      \_\_\_\_\_

Does this company qualify as a Small, Woman owned, Minority, Combat Veteran Business Enterprise (SWMBE & Combat Veteran – MBE)? Circle one: Y N (If yes, my signature is my personal bond that all information concerning SWMBE status is the truth and I understand that more information might be required to manage and maintain this status. \_\_\_\_\_ )  
Qualification circle all that apply: Small - Woman - Minority - Combat Veteran

### Company Contact Information:

**Name - Phone Number - E-mail Address**

Billing: \_\_\_\_\_

Sales: \_\_\_\_\_

Technical: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Due to the increasing cost of independent certification and scams for a MBE startup, up to \$2500.00 or more, we (along with numerous other companies) now provide completely free and thorough in-house vetting and certification of all MBE Candidate Companies as a part of participation in our Express Auctioneers Preferred Reseller Program.