



Terms & Conditions

This FASSperks Partner Agreement is made between FASS Management Real Estate Services, LLC d/b/a FASS Real Estate Services (“FASS”), and the Participant or nonprofit organization indicated below (“Participant”) in connection with Participant’s participation in the FASSperks Resident Rewards Program (the “Agreement”).

I. Definitions. For all purposes of this Agreement, the following terms will have the following meanings:

“Agreement” means this FASSperks Partner Agreement.

“Applicable Law” means all applicable laws of any jurisdiction, including securities laws, tax laws, tariff and trade laws, ordinances, judgments, decrees, injunctions, writs and orders, interpretations, licenses and permits of any federal, state or local governmental authority.

“Application” means the form submitted by Participant to FASS Real Estate Services in order to request participation in the FASSperks Resident Rewards Program.

“Customer” means an individual with whom Participant conducts business.

“Party” or “Parties” mean the parties to this Agreement.

“FASSbucks” means the points earned or awarded under the FASSperks Resident Rewards Program by Members for (i) the redemption of rewards in the form of goods or services or (ii) any other reason permitted by FASS.

“FASSperks Resident Rewards Program” means the loyalty rewards program established, owned and administered by FASS Real Estate Services, as such program may be in effect from time to time.

“FASSperks Resident Rewards Program Rules” means the rules, regulations, terms and conditions established or modified, from time to time, by FASS Real Estate Services in its sole discretion which govern the FASSperks Resident Rewards Program.

2. Incentive Program. Participant agrees that FASSperks discounts will only be awarded and used in accordance with the terms and conditions of the program, as proposed by Participant and approved by FASS. Participant reserves the right to cancel, void or refuse to honor any discount at any time upon providing FASS with a written or electronic notification within 24 hours prior to disconnection from the program.

3. Term. This Agreement is not effective or enforceable until (a) these terms and conditions are accepted by Participant as indicated below and (b) after acceptance by FASS, which will be signified only by FASS’s approval of the Application. Once these conditions are met, this Agreement will become fully enforceable without the need for any signing of the Agreement by FASS or Participant. This Agreement shall begin on the date the Application is approved (the “Commencement Date”) and shall continue in full force and effect for a period of twelve (12) months from the Commencement Date (the “Term”), unless terminated earlier as provided herein. Participant reserves the right to cancel, void or refuse to honor any discount at any time upon providing FASS with a written or electronic notification within 24 hours prior to disconnection from the program.

4. Trademarks. FASS grants Participant a limited, non-transferable, non-assignable, non-exclusive permission to use its trademarks “FASS” and “FASSperks™” (the “FASSperks trademark”), in marketing and promoting Participant’s

participation in the FASSperks Resident Rewards Program, but only with the prior written approval of FASS. Participant acknowledges and agrees that FASS owns the FASSperks trademark, and that Participant does not have the right to alienate, infringe, misappropriate or diminish the value of the FASSperks trademark. Participant understands that it has no right or permission to use the FASSperks trademark for any purpose not expressly stated in this Agreement, and that any unauthorized use of the FASSperks trademark shall constitute a material breach of this Agreement and an infringement of FASS's rights in and to the FASSperks trademark that will give rise to irreparable injury to FASS inadequately compensable in damages. Accordingly, Participant agrees that FASS will be entitled to obtain injunctive relief to prevent such unauthorized or improper distribution or use and/or to prevent any breach of this Agreement and/or to compel specific performance. Furthermore, if Participant utilizes the FASSperks trademark in an unauthorized manner, Participant's right to use the FASSperks trademark shall immediately terminate and cease upon written notice by FASS to Participant to that effect.

Further, FASS acknowledges and agrees that Participant owns its trademark, and that FASS does not have the right to alienate, infringe, misappropriate or diminish the value of Participant's trademark. FASS understands that it has no right or permission to use the Participant's trademark for any purpose not expressly stated in this Agreement, and that any unauthorized use of the Participant's trademark shall constitute a material breach of this Agreement and an infringement of Participant's rights in and to its trademark that will give rise to irreparable injury to Participant inadequately compensable in damages. Accordingly, FASS agrees that Participant will be entitled to obtain injunctive relief to prevent such unauthorized or improper distribution or use and/or to prevent any breach of this Agreement and/or to compel specific performance. Furthermore, if FASS utilizes the Participant's trademark in an unauthorized manner, FASS's right to use the Participant's trademark shall immediately terminate and cease upon written notice by Participant to FASS to that effect.

5. Approval of Promotional Materials; Graphics Standards. Participant shall submit to FASS for review and written approval within a reasonable period of time and prior to publication or use any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters, websites or other communications or any other publicity published or distributed by Participant (or at its direction or authorization) that specifically references this Agreement, the FASSperks Resident Rewards Program, FASS (or any of FASS's Affiliates) or uses the FASSperks trademark ("Promotion Material"). FASS is not responsible for products or services offered by other participating companies that may be contained in the Promotion Material. Participant agrees that FASS can, at its discretion, after receiving the Promotion Material retract its permission to use the FASSperks trademark as set forth above in any subsequent Promotion Material if FASS reasonably believes that the FASSperks trademark is being used in a manner that may harm the FASSperks brand.

Further, FASS shall submit to Participant for review and written approval within a reasonable period of time and prior to publication or use any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters, websites or other communications or any other publicity published or distributed by FASS (or at its direction or authorization) that specifically references this Agreement, related to the FASSperks Resident Rewards Program that uses the Participant's trademark ("Promotion Material"). FASS agrees that Participant can, at its discretion, after receiving the Promotion Material retract its permission to use its trademark as set forth above in any subsequent Promotion Material if Participant reasonably believes that its trademark is being used in a manner that may harm its brand.

6. Confidential Information. "Confidential Information" includes but is not limited to all business information, plans, customer lists, financial information, records, research, intellectual property, as well as all documents marked with a notice or label of "Proprietary" or "Confidential" or similar notice, or which a reasonable person, given the nature and circumstances of the disclosure, would know the information to be confidential or proprietary. Such information is Confidential Information whether or not it is designated in writing or labeled as confidential or proprietary. Each Party (a "Receiving Party") undertakes to keep confidential and use all commercially reasonable endeavors to ensure that its officers, employees, contractors and agents keep confidential all Confidential Information. A Receiving Party shall use Confidential Information of the Disclosing Party only for the purposes of this Agreement and shall not disclose any Confidential Information of the Disclosing Party except to those of its officers, employees, contractors or agents who have a need to know such information in order to effect the performance of the Receiving Party's obligations under this Agreement and who agree to be bound by its terms. Neither Party will disclose to any third party any Confidential

Information of the other Party without the prior written consent of that other Party. Each Party acknowledges that the Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party, and upon request of the Disclosing Party, the Receiving Party agrees to promptly return all originals and copies of any Confidential Information it may have obtained from the Disclosing Party, or to destroy the same (at the option of the Disclosing Party). This clause shall survive the termination of this Agreement for any reason.

7. Indemnification. Participant will indemnify, defend and hold harmless FASS, as well as FASS's Affiliates and each of their officers, stockholders, directors, employees and agents (herein collectively referred to as "FASS Indemnified Parties"), likewise FASS will defend and hold harmless Participant, as well as Participant's Affiliates and each of their officers, stockholders, directors, employees and agents, from and against any and all third-party liabilities, obligations, losses, damages, claims, demands, suits, actions, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, including attorney's fees and disbursements, and accountants' fees and disbursements (collectively, "Losses") incurred by, borne by or asserted against any of the FASS Indemnified Parties in any way relating to, arising out of or resulting from: (a) Participant's performance, failure to perform or improper performance under this Agreement; (b) any negligence or willful misconduct of any employee, agent, contractor or subcontractor of Participant in the performance of this Agreement; (c) any claim by a program participant of Participant's breach, violation or failure to comply with the incentive program, (d) breach of any representation, warranty or covenant of Participant contained herein; (e) actual or alleged infringement of any FASS patent, copyright, trademark, trade name, trade secret or other proprietary or intellectual property right by any goods, services, or other performance delivered by Participant pursuant to this Agreement; (f) the marketing, sale or use of any of Participant's product or service or the operation of Participant's business herein; (g) any claims or statements made by Participant, its employees, agents, contractors or subcontractors in its advertising or promotional activities that are in conflict, or inconsistent, with the terms of this Agreement or fail to comply with Applicable Law; or (h) Participant's violation of Applicable Law in the performance or nonperformance of this Agreement.

8. Limitation of Liability. FASS AND ITS AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FASS IS NOT RESPONSIBLE FOR PRODUCTS OR SERVICES OFFERED BY OTHER PARTICIPATING COMPANIES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FASS AND PARTICIPANT. THE GOODS AND SERVICES PROVIDED HEREUNDER WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME STATE STATUTES MAY APPLY REGARDING LIMITATIONS OF LIABILITY.

9. Compliance with Law; Cooperation. Participant is solely responsible for ensuring that Participant's involvement in the program and its distribution of discounts complies with all Applicable Laws, including without limitation, labor laws and laws governing charitable, promotional, and advertising activities in the jurisdiction(s) where Participant conducts business.

10. Termination for Convenience. FASS may suspend or cancel this Agreement or Participant's participation in the FASSperks Resident Rewards Program at any time without cause upon five (5) days notification to Participant. FASS' exercise of this right shall be without any liability, obligation or additional compensation of any kind to Participant. Participant may suspend or cancel this Agreement or Participant's participation in the FASSperks Resident Rewards Program at any time without cause upon five (5) days notification to FASS. Participant reserves the right to cancel, void or refuse to honor any discount at any time upon providing FASS with a written or electronic notification within 24 hours prior to disconnection from the program.

11. Termination for Breach. This Agreement may be terminated immediately by FASS at any time upon notification to Participant of Participant's breach. Upon termination of this Agreement by FASS for Participant's breach, FASS may pursue any and all other rights and remedies available under Applicable Law.

12. Cancellation or Alteration of FASSperks Resident Rewards Program. Participant acknowledges that FASS may, in its sole discretion, cancel or, from time to time, alter any part of the FASSperks Resident Rewards Program, the FASSperks Resident Rewards Program Rules, the FASSbucks accrual structure, or any FASSperks rewards at any time,

and may offer alternate or supplemental rewards; provided, however, that no such cancellation or alteration shall amend or change the terms of this Agreement. FASS reserves the right to change the FASSperks Resident Rewards Program rules, regulations, awards and offers at any time without notice, including the right to, among other things, modify or cancel any award or offer. FASS may make these changes even if use of accumulated FASSbucks or awards is affected. The accumulation of points does not entitle any vested rights. FASS's exercise of this right shall be without any liability, obligation or additional compensation of any kind. FASS's cancellation or termination of the FASSperks Resident Rewards Program will result in an automatic termination of this Agreement.

13. Force Majeure. FASS will not be liable for delays or failure in its performance hereunder caused by any act of God, war, strike, labor dispute, work stoppage, terrorism, fire, government, or any other cause, whether similar or dissimilar, that is beyond its control.

14. Non-Exclusivity. This is a nonexclusive agreement and FASS may partner with other comparable service providers/products and Participant may partner with comparable companies and programs from any other party.

15. Independent Contractor. This Agreement does not create, and the Parties expressly disclaim the existence of, any association, partnership, joint venture, fiduciary duty, or relationship of principal and agent or master and servant between them or any of their Affiliates. This Agreement does not provide either Party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other Party, other than those established in this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between Participant and FASS with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, if any, whether written or oral, relating to such subject matter. Participant may not assign or transfer this Agreement, or any right or obligation under it, without the prior written consent of FASS. No modification, amendment or waiver of this Agreement is effective or binding unless made in writing and signed by all of the Parties hereto.

17. Governing Law; Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, U.S.A. (without regard to conflict of law principles). The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in the courts of Cuyahoga County, Ohio. Participant expressly submits to the exclusive personal jurisdiction and venue of said courts and consents to extraterritorial service of process. The FASSperks Resident Rewards Program, its rewards and any special offers are subject to state and local laws, rules and regulations.

18. Participant Acceptance of Terms and Electronic Signatures. Participant acknowledges and agrees that by checking the acknowledgement to have read, understood and accepted the terms and conditions may be designated by FASS to show Participant's approval of the foregoing, Participant signifies its agreement to the terms and conditions stated herein. By signing to indicate acceptance of this Agreement, I represent and acknowledge that I am authorized to represent Participant in accepting the terms of this Agreement and that I am the authorized person listed in Section B of the Participant Application.

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I confirm that I have read, understand and accept the terms and conditions.

Authorized Representative

Date

Authorized Representative

Date