

The Real Estate Agents Alliance Risk Purchasing Group's

Enrollment Request

and Membership Application for Involuntary Unemployment Insurance

Please enroll me, the following listing, and Buyer(s) in the Purchasing Group's Involuntary Unemployment Insurance program.

Seller Name: _____

Seller Address: _____ **City:** _____ **St:** _____ **Zip:** _____

Listing Date: _____ (Please submit a copy of the Listing Agreement)

Listing Agent: _____

Listing Agent Office Name _____

Email: _____ **Phone:** _____

Listing Agent Signature: _____ **Date:** _____

Return to:

Fax: (858) 618-1655

Email: iui@cresinsurance.com

Mail: P.O.Box 500810

San Diego, CA 92150

Only \$359 (CA-AZ-NV-WA-OR)

\$259 (All other States*)

See reverse side for cost breakdown

**For terms and conditions,
a copy of the policy and
licenses by state, visit
www.cresinsurance.com/IUI**



Real Estate Agents Alliance Purchasing Group Membership Terms

This Agreement (the "Agreement") is by and between Real Estate Agents Alliance Purchasing Group, Inc. ("REAAPG") and Applicant. "Applicant" or "Member" means the person on the reverse of this form, its owners, directors, officers, employees, volunteers; buyers and sellers of real property described herein, as well as any companies that are parents of, subsidiaries of, owned by, related to, or affiliated with Applicant. REAAPG has its principal offices at 15373 Innovation Drive, Suite 250, San Diego, CA 92128. REAAPG is a "purchasing group," as defined under federal law, formed to purchase liability and other insurance on a group basis for its Members to cover the similar or related exposure(s) to which the Members are exposed by virtue of their related, similar, or common business or service. Applicant wants to become a Member of REAAPG for the purpose of obtaining insurance coverage available exclusively to Members. **AGREEMENT** - In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the sufficiency of which is acknowledged, Applicant and REAAPG agree: Applicant agrees to become a Member of REAAPG and accept, abide by, and be bound by the terms and conditions of membership set forth herein. REAAPG offers various benefits to its Members. At its sole discretion, and at any time, REAAPG, upon notice to Members, may add, change, or discontinue programs. REAAPG has selected an Administrator /Agent ("Administrator") to administer its business affairs. REAAPG shall negotiate Administrator's compensation. Applicant agrees to not dispute REAAPG's selected Administrator and the compensation to be paid for Administrator's services. REAAPG has the sole authority and discretion to (a) select and terminate the Administrator and (b) negotiate the services to be rendered by, and compensation to be paid to, the Administrator. Applicant's only rights as a Member of REAAPG shall be to apply for and purchase programs-- Applicant shall have no other rights whatsoever as a Member or otherwise with respect to REAAPG. Applicant's membership in REAAPG shall commence immediately upon receipt of any marketing communication in connection with the REAAPG and endure only in the event insurance coverage incept. Membership shall also terminate upon the earliest of the following events: Applicant's written resignation; Applicant's failure to pay premiums, Purchasing Group Membership Dues ("Dues"), fees or taxes to Administrator on behalf of REAAPG when due; written notice of termination sent from REAAPG, which can be for any reason whatsoever; the expiration date of insurance coverage under any insurance program or non-renewal of registration of REAAPG under relevant state law. Dues charged to each Member may vary from Member to Member and may bear no relation to the insurance exposures or operations of the Member. The amount of the Dues charged shall be within the sole discretion of Administrator and REAAPG. Further, Dues may be developed in a manner otherwise considered to be arbitrary, capricious, and/or discriminatory. Neither the Administrator nor REAAPG shall be required to disclose the method of calculating a given Member's Dues. Dues are payable upon acceptance of the Application. **Nature & Usage of Dues. Dues are not insurance-related fees** and are instead used to fund the operations of the REAAPG. Dues charged to Applicant are **not** charged to Applicant in exchange for: a policy of insurance; or a Certificate of Insurance & Purchasing Group Membership ("Certificate"); or any insurance-related service. Dues received by the Administrator on behalf of REAAPG shall immediately become part of REAAPG's general operating funds, which may be disposed of, in the course of the management of REAAPG's business affairs, as REAAPG or the Administrator deem appropriate in their sole discretion. Member agrees and affirms that the payment of its Dues, whether directly or indirectly, constitutes its waiver of any claim, lawsuit, grievance, regulatory, governmental or administrative proceeding against REAAPG and Administrator(s), its and their parent, subsidiary, and affiliate entities, as well as its and their officers, directors, and employees, and other authorized business partners. Member also warrants that it shall never bring any Claim based upon the amount it was charged as Dues in relation to other Members, or alleging that the amount it was charged in premiums, fees, or taxes was arbitrary, capricious, or discriminatory. By submitting the Application, each Member accepts these terms, and understands that the Dues component of the total costs may have been calculated in an arbitrary, capricious, or discriminatory fashion. REAAPG shall select the general insurance terms, conditions, and exclusions of the Insurance Program in its sole discretion. Applicant agrees to accept REAAPG's decisions and grants authority to REAAPG to accept or decline coverage on Applicant's behalf. Applicant also grants authority to REAAPG to waive or reject any of Applicant's rights under federal or state insurance laws. Applicant is always subject to the general terms, conditions, and exclusions of the Insurance Programs as selected by REAAPG. Applicant does not have the right to negotiate the terms, conditions, and exclusions of its insurance coverage with the relevant Agent. While REAAPG is responsible for selecting the general terms, conditions, and exclusions of the Insurance Program, Applicant is responsible for reviewing the policy terms (including price), conditions, and exclusions. Applicant may then decide if it wishes to purchase coverage as presented. The insurer may not be subject to all insurance laws and regulations of the state in which the Certificate is issued. By signing the Application, Applicant authorizes REAAPG, the Administrator, Agent, or REAAPG's authorized agents or representatives to: (1) retain and preserve original policy documents on Applicant's behalf; and (2) collect all premium, Dues, and taxes (if applicable) on behalf of Applicant. Agent shall have the absolute right to decline any business submitted by Applicant for any reason or no reason whatsoever. Applicant agrees to pay the premium, Dues, and taxes (if applicable) to the Administrator, as representative for REAAPG. Insurance premiums shall be remitted to Agent for payment to the Insurer. Administrator shall retain the Dues, which Dues are **not insurance-related**, to fund the operations of REAAPG. Applicant agrees and understands that all premiums, Dues, and taxes (if applicable) are 100% fully earned at the inception of coverage. No refunds will be given. By Accepting this Agreement, Applicant accepts, without limitation or qualification, this Agreement and agrees, without limitation or qualification, to the terms and conditions of this Agreement. Membership in REAAPG is voluntary and should be entered into only after careful and thorough review of the Agreement. Applicant agrees to defend, indemnify and hold REAAPG Affiliates harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or relating to Applicant's improper use or receipt of any services provided by REAAPG Affiliates or any violation by Applicant of this Agreement, including, without limitation, any errors, inaccuracies, misrepresentations or defects in any materials or information submitted by it. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements entered into between the parties hereto with respect to its subject matter; and all such previous agreements, whether oral or written, are hereby merged into, and superseded by, this instrument. Applicant agrees that its rights under this Agreement are not assignable without the express written consent of REAAPG. Failure by REAAPG Affiliates to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. If any sentence of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other provision hereof, which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein. Notices shall be sent to the address of REAAPG or Applicant at the mailing address specified in the beginning of this Agreement or to such other address as any party to this Agreement shall request in writing from the other party to this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of California without regard to any applicable choice of law provisions, and Applicant and REAAPG hereby submit to the exclusive jurisdiction of the courts of California.

\$350 Cost breakdown for CA-AZ-NV-WA and OR= Premium \$300, taxes \$9.00, Stamping Fee \$.68, REAAPG Dues \$49.32

\$250 Cost breakdown for all remaining states (HI and AK excluded) = Premium \$200, taxes \$6.00, Stamping Fee \$.45, REAAPG Dues \$52.55