

Real Estate Services Council Risk Purchasing Group Membership Terms

RECITALS

This Agreement (the "Agreement") is by and between Real Estate Services Council Risk Purchasing Group, LLC. ("RESCRPG") and Applicant. "Applicant" means the person or entity applying for membership, "Member" means Applicant's owners, directors, officers, employees, volunteers, and in the case of Seller's Protection Plan, Disclosure Protection Plan or Home Value Lock, clients; "Member" also means buyers and sellers of real property through the provision of professional services by other Members. RESCRPG has its mailing address at P.O. Box 29502 #69121, Las Vegas, NV 89126. RESCRPG is a Risk Purchasing Group as defined by 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 RESCRPG for the purpose of obtaining insurance coverage and other benefits 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 RESCRPG agree: Applicant agrees to become a Member of RESCRPG and accept, abide by, and be bound by the terms and conditions of membership set forth herein. RESCRPG offers various benefits to its Members. At its sole discretion, and at any time, RESCRPG, upon notice to Members, may add, change, or discontinue programs. RESCRPG has selected an Administrator /Agent ("Administrator") to administer its business affairs. RESCRPG shall negotiate Administrator's compensation. Applicant agrees to not dispute RESCRPG's selected Administrator and the compensation to be paid for Administrator's services. RESCRPG 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 RESCRPG shall be to apply for and purchase products procured by or in connection with RESCRPG-- Applicant shall have no other rights whatsoever as a Member or otherwise with respect to RESCRPG. Applicant's membership in RESCRPG shall commence immediately upon receipt of any marketing communication in connection with the RESCRPG and endure only in the event insurance coverage becomes and remains in force and for the limited purpose of resolving claims for coverage with respect to any open claim in case coverage is no longer in force. Membership shall also terminate upon the earliest of the following events: Applicant's written resignation; Applicant's failure to pay premiums, Purchasing Group Membership Fees or Dues ("Dues"), fees or taxes to Administrator when due; written notice of termination sent from RESCRPG, which can be for any reason whatsoever; the expiration date of insurance coverage under any insurance program or non-renewal of registration of RESCRPG 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 RESCRPG. Further, Dues may be developed in a manner otherwise considered to be arbitrary, capricious, and/or discriminatory. Neither the Administrator nor RESCRPG shall be required to disclose the method of calculating a given Member's Dues. Dues are payable upon acceptance of the Application. Dues are not insurance-related fees and are instead used to fund the operations of the RESCRPG. 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 RESCRPG shall immediately become part of RESCRPG's general operating funds, which may be disposed of, in the course of the management of RESCRPG's business affairs, as RESCRPG 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 RESCRPG 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. RESCRPG shall select the general insurance terms, conditions, and exclusions of the Insurance Program in its sole discretion.

Applicant agrees to accept RESCRPG's decisions and grants authority to RESCRPG to accept or decline coverage on Applicant's behalf. Applicant also grants authority to RESCRPG 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 RESCRPG. Applicant does not have the right to negotiate the terms, conditions, and exclusions of its insurance coverage with the relevant Agent. While RESCRPG 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 coverage is issued. Applicant authorizes RESCRPG, the Administrator, Agent, or RESCRPG's authorized agents or representatives to: (1) retain and preserve original policy documents on Applicant's behalf if original policy documents are not delivered to Applicant; 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 RESCRPG. 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 RESCRPG. Applicant agrees and understands that all Fees, 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 and agrees, without limitation or qualification, to the terms and conditions of this Agreement. Membership in RESCRPG is voluntary and should be entered into only after careful and thorough review of the Agreement. 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 RESCRPG. Failure by RESCRPG 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 RESCRPG 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 Nevada without regard to any applicable choice of law provisions, and Applicant and RESCRPG hereby submit to the exclusive jurisdiction of the courts of Nevada, County of Clark.

Transaction fees may be charged on some products. If "Member" selects a transaction-based product, Member agrees to:

- A. Pay all transaction fees;
- B. Tender to Administrator a completed monthly transaction ledger describing closed transactions (or certifying if there are none) on a form and in a manner prescribed by Administrator;
- C. Provide Administrator A and B by the 5th of the month;
- D. Tender a security deposit in an amount prescribed by Administrator.
- E. Assist Administrator in auditing records to determine transaction payment and program eligibility;
- F. Tender the deductible portion of any insurance policy to Administrator or designees upon demand;
- G. Consent to email and telecopy communications regarding products and services of potential interest to "Members";

In any action instituted by either party concerning this agreement, each party shall bear their own attorney fees except when the action is for recovery of any deductible paid by Administrator /Agent in which case attorney fees shall be awarded to the prevailing party.

Signature _____ Name _____ Title _____ Date _____