

MARKETING AGREEMENT

This Marketing Agreement ("Agreement") is entered into by and between the undersigned **Listing Broker** and **USA Home Buyer Auctions LLC, d.b.a. EZ Real Estate Offer Burns Realty Group (the "Agency")**, with a principal office address of 419 Main St. Grafton, Ohio, 44044. The Listing Broker and the Agency (each, a "Party" and collectively, the "Parties") agree as follows:

- **I. The Listing Broker**. The Listing Broker is a licensed real estate broker in the State of Ohio. In accordance with Ohio law, the Listing Broker is duly qualified to solicit real estate as a service to the general public.
 - **a.) Status**. The Parties agree that the services provided are as an independent contractors and no other legal relationship exists or is implied.
 - **b.)** Licensing. At the Listing Broker's own expense, he or she will be required to remain in "good standing", or the State's equivalent, through the term of this Agreement. In the event the license issued to the Listing Broker is revoked suspended, or not renewed for any reason, then this Agreement shall automatically terminate.
 - **c.)** Marketing Consent. The Listing Broker shall be responsible for obtaining the written consent of the owner(s) of all real estate that Listing Broker submits to the Agency for advertising on the bidding platform www.EZREOffer.com Listing Broker shall indemnify, defend, and hold harmless the Agency from any claim by owner(s) of real estate arising out of or related to advertising or bidding on the bidding platform.
- **II. Fair Housing Requirements**. The Agency is committed to full compliance with all Federal and State Fair Housing Laws. It is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- **III. Buyers Premium & Payment of Marketing Fee**. A Buyers Premium of 6% shall be added to any accepted bid amount to determine the Total Sales Price and collected in escrow at closing. From that 6% Buyers Premium:
 - 1% will be the marketing fee paid to the Agency (the "Marketing Fee") for advertising the property on the bidding platform.
 - 5% shall be paid to the Listing Broker (if the Buyer is unrepresented of if the Listing Broker is a dual agent) or split equally between the Listing Broker and the Buyer's broker, if the Buyer is separately represented.
 - Example Accepted Bid Price with Buyers Premium:

Accepted Bid Price of \$100,000 6% Buyers Premium (\$100,000 x 6%) = \$6,000 Total Purchase Price \$106,000 1% of Buyers Premium = \$1,000 Paid to the Agency as the Marketing Fee

5% of Buyers Premium = \$5,000 Paid to Listing Broker (and Buyer's Broker, if applicable)

Protection Period. Should any real estate advertised on the bidding platform sell within 120 days after the real estate is removed from the bidding platform to any Buyer that submitted a bid on the real property while it was on the bidding platform, the Listing Broker shall be liable to pay a 1% Marketing Fee on the total value of any such sale to the Agency. Any amounts not paid by Listing Broker when due under this Agreement shall accrue interest at the rate of 1.5% per month, plus the Agency's reasonable attorney's fees incurred in collection.

- **IV. Referral Leads Listing Leads and Buyer Leads**. From time to time, the Agency will offer a listing lead and or a buyer's pre-approved lead. These leads are provided to the "Listing Broker" in exchange for a referral fee of 1% of the total sale price to be collected in escrow and paid at closing.
 - Example of Referral Lead:
 Sold Contract Price: \$ 200,000
 1% of Sold Price = \$2,000 Paid to the Agency as the Referral Fee

- **V. Assignment**. Neither Party shall assign or otherwise transfer any of the rights and obligations under this Agreement without the written consent of the other, which may be withheld in each Party's sole discretion. Any purported or attempted assignment or other transfer or delegation in violation of this section shall be null and void.
- **VI. Indemnification**. Each Party agrees to indemnify, defend, and hold harmless the other Party and its agents, employees, and officers from all claims, damages, or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and reasonable attorney's fees arising out of or related to any negligent or intentional acts or omissions related to this Agreement.
- **VII. Amendments & Modifications**. At any time with thirty (30) days' written notice, the Agency has the right to change the terms of this Agreement, including the amount of the Marketing Fee. If Listing Broker does not object in writing within ten (10) days' notice of such change, Listing Broker shall be deemed to agree to such change.
- **VIII. No Waivers**. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- **IX. Severability and Governing Law**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Party's intent. The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws in the State of Ohio, without regard to principles of conflicts of law.
- **X. Mediation and Arbitration**. Any dispute arising out of or relating to this Agreement shall be resolved by mediation and then binding arbitration administered by the American Arbitration Association under its Commercial Rules.
- XI. Term and Termination. The Term of this Agreement shall be one (1) year from the date of execution by the Listing Broker, and shall automatically renew for additional 1-year terms unless earlier terminated by either Party upon 60-days' advance written notice prior to renewal. In addition, either Party may terminate this Agreement for cause with written notice to the other Party upon the occurrence of either of the following events: (a) a material breach of this Agreement by the other Party which remains uncured after ten (10) days' written notice; or (b) any act or omission exposing the other Party to liability from a third Party claim.
- **XII. Entire Agreement**. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both Parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a copy of this Agreement.

ACCEPTED AND AGREED TO BY:

Listing Broker:		(print Brokerage name)	(print Brokerage name)
Authorized Signature	Date		
Print Name	Print T	Title:	
Agency: USA Home Buyer Auction	s LLC, d.b.a. EZ Real Estate C	Offer Burns Realty Group	
Authorized Signature	 Date		
Print Name	Print T	itle·	