

PARTICIPANT AGREEMENT  
for  
THE SIGNATURE REAL ESTATE COMPANIES'  
VENDOR & AFFILIATE NETWORK PROGRAM

This Participant Agreement ("Agreement") for membership in The Signature Real Estate Companies' Vendor & Affiliate Network ("VAN") Program is made by and between the vendor, as per the "Business Name" submitted by vendor on its online registration form ("Vendor"), and Signature Ancillary Services, LLC, a Florida limited liability company having offices located at 9080 Kimberly BOULEVARD, Suite 12, Boca Raton, FL 33434 ("Signature"). Vendor and Signature shall each be referred to, singularly, as a "Party" and, collectively, as the "Parties." The effective date of this Agreement ("Effective Date") shall be the date that Vendor submits its online registration form and payment for membership in the VAN Program, and such registration and payment are accepted by Signature as evidenced by Vendor's receipt of a confirmation email containing this Agreement.

WHEREAS, Signature operates various real estate brokerage companies and companies offering ancillary real estate services; and

WHEREAS, Vendor wishes to participate in Signature's VAN Program, which gives members access to Signature's vast network of real estate professionals.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and Signature agree as follows:

**1. Payment and Term.**

a. *Payment / Membership Fee.* Vendor agrees to pay Signature an annual membership fee ("Membership Fee") in exchange for a one-year membership in the VAN Program beginning on the Effective Date. The amount of the Membership Fee shall be five hundred dollars (\$500.00) per year (subject to any applicable special signup code submitted by Vendor on its registration form), and such membership shall be automatically renewed and payment charged to the credit card provided by Vendor, unless Vendor timely terminates this Agreement as provided below.

b. *Term & Termination.* This Agreement shall remain in effect for one (1) year, beginning on the Effective Date, and thereafter shall automatically be renewed for consecutive one (1) year periods on each anniversary of the Effective Date (hereinafter collectively referred to as the "Term"), unless it is sooner terminated as set forth below. Vendor's credit card will be charged the amount of the Membership Fee for each such automatic renewal period.

i. *Non-Renewal.* Either Party may choose not to renew this Agreement by giving written notice of termination to the other Party at least thirty (30) calendar days prior to the expiration of the then-current Term ("Non-Renewal"). Email shall suffice for purposes of such notice of termination if submitted as follows: by Vendor to Signature at [vanmembership@quadcompanies.com](mailto:vanmembership@quadcompanies.com); or by Signature to Vendor at the email address provided by Vendor in its online registration form. Any failure to comply with this provision will result in the renewal of Vendor's membership and Vendor's credit card will be charged accordingly for the amount of the Membership Fee for such renewal period. Customer's nonuse or discontinued use of membership benefits offered through the VAN Program is not grounds for the non-payment of the Membership Fee, grounds for termination, nor shall be deemed constructive notice of termination.

ii. *Termination for Breach.* In the event of a material breach of this Agreement by Vendor (including, but not limited to, non-payment of the Membership Fee), Vendor shall have seven (7) calendar days to cure such breach from the date Vendor receives written notice from Signature of such material breach. If Vendor fails to cure such breach within this seven (7) calendar day period, Signature may

immediately terminate this Agreement (“Termination for Breach”). If such Termination for Breach is due to Vendor’s failure to pay its applicable Membership Fee, Signature may undertake collection efforts to recover such amount.

iii. Except as set forth above regarding Non-Renewal and Termination for Breach, this Agreement may otherwise be terminated at any time by either Party by providing fourteen (14) calendar days’ written notice to the other Party. Email, as outlined in section 1(b)(i) hereof, shall suffice for purposes of such notice of termination.

**c. In all cases, the applicable Membership Fee, including any portion thereof, is non-refundable for any reason whatsoever. Any unpaid portion or default of a Membership Fee (including a renewal fee) could be subject to collection efforts.**

## **2. Vendor Benefits & Responsibilities.**

a. *Vendor Benefits:* Vendor will receive the following member benefits for participation in the VAN Program:

i. Vendor may host at least two (2) virtual or in-person events at one or more of Signature’s offices, which office locations may be found at:

<http://www.signaturerealestatecompanies.com/locations>.

**NOTE:** not all Signature offices may be available for such events at any given time.

Vendor will be responsible for coordinating such events with the appropriate office manager(s) or Signature’s Director of Affiliated Services, and Vendor will work with Signature’s event coordinator to plan such events. Vendor will be responsible for all expenses associated with such events, including organizing and cleanup, if applicable. Signature will add Vendor’s events to Signature’s training calendar and will send at least one (1) company-wide email to announce each event prior to its scheduled date.

ii. Vendor’s logo will be added to Signature’s preferred vendor tab located on Signature’s corporate website and one brokerage website ([www.SignatureRealEstateCompanies.com](http://www.SignatureRealEstateCompanies.com) and [www.SignatureFlorida.com](http://www.SignatureFlorida.com), respectively) and on Signature’s internal agent resource website ([www.ContactSarah.com](http://www.ContactSarah.com)). Vendor’s logo will also be added to Signature’s Annual Meeting print materials, if such meeting is held. Vendor is responsible for ensuring its logo is provided to Signature (see also, section 2.b.ii, below).

iii. Vendor may place Signature’s “Preferred Vendor Logo,” attached hereto as Exhibit A, on Vendor’s website and marketing materials during the Term of this Agreement.

iv. Vendor’s information and marketing materials may be displayed at Signature’s offices. Vendor is responsible for supplying (and restocking) these materials to the relevant Signature offices.

v. Signature will announce Vendor’s participation in the VAN Program within ninety (90) calendar days of the Effective Date by sending a company-wide email containing a flyer announcing the new Vendor and by sharing such flyer on Signature’s social media platforms. Each year, Vendor may provide Signature with up to six (6) pre-made email solicitations to [vanmembership@quadcompanies.com](mailto:vanmembership@quadcompanies.com). Signature will forward such emails to its company-wide distribution list within fourteen (14) calendar days of receiving such emails. Vendor agrees to use the “Preferred Vendor Logo” on each email solicitation.

vi. Signature may provide Vendor with two (2) tickets to each Signature-hosted company event (*excluding* Signature’s Annual Meeting, Signature’s Holiday Party, and any events hosted by South Florida Realty Expo, LLC, as well as certain other events that are hosted from time-to-time by organizations other than Signature). However, for additional fees and subject to availability, Vendor may be able to purchase tables at such excluded events.

vii. Vendor may film, at Signature's expense and direction, a five (5) minute interview with Signature. Signature will coordinate Vendor's filming day and create the final video. Signature will place the video on [www.SignatureTube.com](http://www.SignatureTube.com) and share the video on Signature's social media platforms. In the event that Vendor does not approve of the video, Signature will remove and stop sharing it. However, Signature does not guarantee that a revised video interview can or will be made.

viii. Vendor may participate in VAN Program round table discussions hosted by Signature from time-to-time.

ix. Vendor may request up to two (2) name tags or name badges reflecting Vendor's participation in the VAN Program.

b. *Vendor Responsibilities:* During the Term of this Agreement, Vendor agrees as follows:

i. Vendor shall use reasonable efforts to provide Signature with information and professional marketing materials to help Signature promote Vendor. Vendor specifically acknowledges and agrees that Signature will at all times be relying on the truth and accuracy of the information provided by Vendor to Signature, as well as any information posted and/or made publicly available by Vendor (e.g., Vendor's web site, social media, and the like). Vendor therefore agrees that all such information provided to Signature, as well as any information posted and/or made publicly available by Vendor, will be true and accurate, and will not contain false or misleading information/statements.

ii. Vendor will provide a copy of its logo to [vanmembership@quadcompanies.com](mailto:vanmembership@quadcompanies.com). During the Term of this Agreement, Vendor grants to Signature (and companies affiliated with Signature) a revocable, non-exclusive, non-sub-licensable, non-transferable, non-assignable, royalty-free license to use Vendor's logo, trade name, service marks, brands, and trademarks as are provided to Signature from time-to-time and solely in connection with the activities directly related to this Agreement.

iii. Vendor, in its sole discretion, shall have the option to accept or decline to work with any potential customer obtained through Vendor's participation in the VAN Program. Vendor assumes full responsibility and liability for all of its customers, including customers obtained through the VAN Program. It is strictly Vendor's responsibility to service its customers and ensure all customers are treated in a professional manner.

iv. Vendor authorizes Signature (and companies affiliated with Signature) to make representations regarding Vendor to Signature's customers, real estate agents, and business contacts, using information provided solely by Vendor, including any information posted and/or made publicly available by Vendor (e.g., Vendor's website, social media, and the like). Vendor acknowledges and agrees that Vendor is only entitled to receive the Vendor benefits specifically outlined in this Agreement, and that Signature is not otherwise obligated to provide Vendor with any customer leads nor is Signature required to specifically endorse Vendor's business or promote Vendor's business to Signature's customers, real estate agents, and/or business contacts.

### **3. Signature Responsibilities.**

a. During the Term of this Agreement, Signature grants to Vendor a revocable, non-exclusive, non-sub-licensable, non-transferable, non-assignable, royalty-free license to use the "Preferred Vendor Logo" attached hereto as Exhibit A and its trade name as expressly provided in this Agreement. Vendor is not permitted to use Signature's name, branding, endorsement, or logo for any purpose not expressly set forth in this Agreement without Signature's express prior written approval. Vendor will immediately discontinue use of Signature's name, branding, endorsement, or logo, including the "Preferred Vendor Logo", upon termination of this Agreement.

b. Signature may, in its complete and sole discretion, refer Signature's contacts, customers, and real estate agents to Vendor on a non-exclusive basis.

**4. Confidentiality.** The Parties acknowledge that pursuant to this Agreement each Party may be provided with or have access to certain information and materials that are confidential and proprietary to the other Party. "Confidential Information" shall mean (i) all information relating to a Party's products, business, and operations including, but not limited to, business plans, financial records, customers (names and/or contact information), suppliers, vendors, products, product samples, costs, sources, strategies of a Party and its affiliates that may be at any time furnished, communicated, or delivered by a Party to the other, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement (except as expressly set forth below), and the discussions, negotiations, and proposals related to any agreement; and (iii) all other non-public information provided by a Party to the other Party including, but not limited to, financial, technical and business information. All Confidential Information shall remain the property of the disclosing Party. Neither Party shall, directly or indirectly, individually or in combination or association with any other person or entity, divulge or disclose to any person or entity outside the other Party any of the Confidential Information of the disclosing Party without, in each instance, the express prior written consent of the disclosing Party; provided, however, that each Party may disclose Confidential Information of the other to those authorized individuals with a legitimate need to know such Confidential Information, including the receiving Party's directors, officers, employees, or representatives, such as attorneys, accountants, consultants, and financial advisors. Such authorized individuals will be apprised of the confidential nature of such Confidential Information and will agree to protect such Confidential Information from disclosure. Disclosure by the receiving Party of such Confidential Information to these authorized individuals under these circumstances shall not constitute a breach of this paragraph. The Parties agree that Confidential Information will not include any information, however designated, that: (a) is or subsequently becomes publicly available without the receiving Party's breach of any obligation owed the disclosing Party under this Agreement; or (b) became known to the receiving Party from a source other than the disclosing Party and other than by the breach of an obligation of confidentiality owed to the disclosing Party under this Agreement. Notwithstanding the foregoing, Signature (and companies affiliated with Signature) and Vendor hereby agree that either Party may disclose that Vendor is a participant in the VAN Program. This paragraph will survive termination or expiration of this Agreement.

**5. Warranties.** Vendor represents, warrants, and agrees: (a) to operate its business in accordance with this Agreement and in a manner consistent with all applicable laws, industry standards, rules, and regulations, and to obtain all professional licenses required to comply with such laws, rules, and regulations; (b) that it shall not interfere in the business relationship between Signature (and companies affiliated with Signature) and its customers, real estate agents, and business contacts; (c) that it shall not make any misrepresentations regarding Signature; and (d) that this Agreement does not, to Vendor's knowledge, cause Vendor to violate any law, statute or regulation and does not breach any other material agreement or material covenant to which Vendor is a party or is bound.

**6. Limitation of Liability and Indemnification.** In no event shall Signature (or companies affiliated with Signature) be liable for any damages or losses related to any act or omission, obligation, fault, or negligence of Vendor and/or its affiliated companies, employees, agents, or independent contractors, including but not limited to damages or losses arising from Vendor's operation of its business or servicing of its customers. In the event any party, including but not limited to a customer or third-party (or his/her family member/responsible party), brings an action against Signature for any claims, damages, or losses arising out of Vendor's actions, Vendor will be responsible for all such claims, damages, or losses. It is expressly understood and agreed that Signature's role is strictly limited to that of a marketing provider. It is expressly understood and agreed that Signature shall have no liability nor shall it be responsible for any 1) damages (or claims) incurred by Vendor as a result of a customer referred by Signature to Vendor or obtained by Vendor as a result of its membership in the VAN Program or 2) fees or expenses owed to Vendor at any time by a customer referred by Signature to Vendor or obtained by Vendor as a result of its membership in the VAN Program. Vendor shall indemnify and hold Signature (and/or companies affiliated with Signature) harmless from and against any claims, including the cost of defending Signature (and/or companies affiliated with Signature) against such claim (including but not limited to reasonable attorneys'

fees) arising directly or indirectly from, or as a result of, and/or in connection with Vendor's business, actions, or failure to act. Signature covenants to make no warranties or representations concerning Vendor's services whatsoever, except based on the information made and furnished to Signature by Vendor. This provision shall survive termination of this Agreement.

**7. Insurance.** Vendor shall purchase from and maintain in a company or companies with a rating of "A" or better and lawfully authorized and licensed to do business in the jurisdiction in which Vendor is located, insurance (including but not limited to general liability) in at the limits of not less than \$1 million per claim with a \$1 million aggregate and Vendor shall name Signature and The Signature Real Estate Companies as an additional insured on any such policy. All such insurance shall cover the acts and omissions of Vendor and its employees, agents or subcontractors performing services related to Vendor's operations, and this Section shall not be construed as limiting in any way the extent to which Vendor may be held liable for payment for damages to persons or property resulting from its activities under this Agreement or the activities of any of its employees or other persons/entities for which Vendor is otherwise responsible. Coverage under such policies shall be primary without any right of contribution. Such insurance policies shall be maintained in full force and effect without interruption during the Term of this Agreement, and shall provide that Signature shall be given prior written notice of any cancellation or adverse material change in such policies and that any such cancellation or adverse material change shall not be effective as to Signature for at least thirty (30) calendar days after receipt of such written notice. Upon written request by Signature from time-to-time, Vendor will promptly provide Signature with evidence of such insurance coverage.

## **8. Miscellaneous.**

a. Relationship of the Parties. It is mutually understood and agreed that Signature and Vendor, in performing their respective duties and obligations under this Agreement, are at all times acting as independent contractors with respect to each other, and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership, a franchise or an agency relationship. The Parties acknowledge and agree that staff members separately employed by either of the Parties are not the employees of the other Party, and that each Party shall be solely responsible for worker's compensation, disability benefits, unemployment insurance, salaries, wages, the withholding of income taxes or social security payments or any other employment benefits or obligation of its employees.

b. Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Vendor may not assign, delegate, or otherwise convey this Agreement or any of its rights and obligations hereunder, to any other entity. Signature may assign this Agreement to any successor in interest to all or any part of Signature's operations or an affiliate of Signature.

c. Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect, unless such waiver is provided in writing.

d. Construction; Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

e. Notices: All notices given hereunder by either Party will be in writing and sent to the other Party by email, read receipt confirmed, as follows: to Signature at [vanmembership@quadcompanies.com](mailto:vanmembership@quadcompanies.com); and to Vendor at the email address provided by Vendor in its online registration form. All notices will be effective upon receipt. Either Party will have the right to change its email address for notice hereunder to

any other email address by giving not less than seven (7) calendar days' prior written notice to the other Party in the manner set forth above.

f. Survival. Any right or obligation which becomes absolute before termination of this Agreement for any reason, or which is by definition of a continuing nature, will survive such termination.

g. Governing Law. If a dispute arises between the Parties concerning the subject matter of this Agreement, the Parties agree that any action filed in connection with the dispute shall be filed in state or federal court in Palm Beach County, Florida and that the law of the state of Florida shall apply to the interpretation and enforcement of the Agreement, without reference to choice of law principles. In any action concerning this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs at all levels of litigation.

h. Entire Agreement. This Agreement and any Exhibits attached hereto shall constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties.

i. Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right, remedy, obligation, or liability upon any person or entity other than the Parties hereto.

j. Mutual Drafting. The Parties understand and agree that this Agreement is purely voluntary and was prepared for the mutual benefit of the Parties. Neither Vendor nor Signature shall be considered to be a unilateral or singular drafter of this Agreement. The Parties understand and agree that this Agreement shall be interpreted in accordance with the plain meaning of its terms and conditions, and shall not be construed strictly for or against any of the Parties.

k. Non-Exclusivity. The relationship of the Parties shall be non-exclusive in that each Party may enter into similar arrangements with third parties, including but not limited to third parties that directly compete with either of the Parties and who may offer similar or identical products and services.

l. Headings: The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

m. THE PARTIES MUTUALLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

WHEREFORE, Vendor, by completing and submitting its online registration form and payment, has agreed to accept the terms and conditions of this Agreement; and Signature, by accepting Vendor's online registration form and payment (as evidenced by Vendor's receipt of a confirmation email containing this Agreement), has agreed to accept the terms and conditions of this Agreement.



Exhibit A  
Preferred Vendor Logo

