



## Thrive Real Estate Education



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This general service agreement (the "Agreement") dated: insert date

**Between:**

Name

Company

Address

Phone 1

Phone 2

Email

Herein known as "Customer"

AND

Mr. Todd Cordrey

American Dream Real Estate School

795 Midland Street, Brighton, Colorado

Cell number 720-322-5470

Main number 1-844-22DREAM

Known as "Service Provider"

**Background:**

- A. Customer is of the opinion that Service Provider has the necessary qualifications, experience and abilities to provide services to the customer.
- B. Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this agreement.

**In consideration of** the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the customer and the service provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Service provider**

The Customer hereby agrees to engage the Service Provider. Service Provider shall provide the customer with services (The "Services"). Service Provider shall maintain an online education platform consistent with industry standards, appropriately credentialed by regulatory agencies, and accessed by third-party users (licensed real estate licensees).

The Services available to Customer during the term of Agreement shall include a business sponsorship for online Continuing Education courses (The "Courses"), which are approved to provide Real Estate Continuing Education credits by appropriate state regulatory agencies. Service Provider agrees to perform all activities and incur all costs

required to ensure that the indicated online Continuing Education (CE) course maintains an active status as determined by the associated regulatory agencies that control that status.

### **Availability of services**

Service provider will provide operational platform within 15 business days of signed agreement and receipt of video commercial. Customer responsibilities begin at the signing of the contract. Customer agrees to provide video commercial with 15 business days of signed contract or pay a \$350 penalty.

### **Term of agreement**

The term of this agreement, (the "Term") will begin on the date of this agreement and will remain in full force and effect for twelve (12) months, ending on \_\_\_\_\_. This agreement will automatically renew for twelve (12) months unless Parties are notified in writing up to and including 60 day before the automatic renewal date of Customer's intent to cancel or Provider's intent to change services or pricing.

### **Performance**

The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

### **Additional compensation**

The Service Provider understands that the Compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all Services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this agreement.

### **Confidentiality**

Confidential information (the "Confidential Information") refers to any data or information relating to the Customer or Service Provider, whether business or personal, which would reasonably be considered to be private or proprietary and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm. The Service Provider and Customer agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information obtained, except as authorized by other party. This obligation will survive indefinitely upon termination of this agreement. All written and oral information and materials disclosed or provided by parties under this agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement.

### **Ownership of materials and intellectual property**

All intellectual property, courses and professional development, and related materials (the "Intellectual Property") including any related work in progress that is developed or produced by the Service Provider under this agreement, is and will be the exclusive property of the Service Provider. Title, copyright, Intellectual Property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

Customer retains ownership of all marks and logos provided to Service Provider.

### **Capacity/independent contractor**

The Service Provider and the Customer acknowledge that this agreement does not create a partnership or joint venture between them. **This is exclusively a contract for marketing services.** \_\_\_\_\_ **Initials**

## **Indemnification**

Each party to this Agreement will indemnify and hold harmless the other party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is proximately caused either by the negligent or willful acts or omissions of the indemnifying party or its agents or representatives and that are incurred or paid after the date of this agreement and which result from or arise out of the indemnifying party's participation in this agreement. This indemnification will survive the termination of this agreement.

## **Dispute resolution**

In the event a dispute arises out of or in connection with this agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within 45 days than any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the state of Colorado. The cost of mediation and/or arbitration will be shared equally. The selection of the mediator and/or arbitrator will be from reputable services selected by Service Provider. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the state of Colorado.

## **Modification of agreement**

Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if in writing signed by each party or an authorized representative of each party.

## **Time of the essence**

Time is of the essence in this agreement. No extension or variation of this agreement will operate as a waiver of this provision.

## **Assignment**

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without written notice to the Customer.

## **Entire agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this agreement.

## **Governing law**

It is the intention of the parties to this agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the state of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Additional terms**

Set-up free:

Special circumstances

This a contract for a specific state.

Signature Customer: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signor Name:

Signature Service Provider: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signor Name: Todd Cordrey