

Rentec Direct Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Rentec Direct Affiliate Program. As used in this Agreement, "Rentec Direct" means Rentec Direct LLC, and "Affiliate" refers to the accepting party. "Rentec Direct" also means the site that has its primary homepage identified by the URL www.rentecdirect.com, and "site" means a World Wide Web site.

Background

Affiliate and Rentec Direct each desire to establish the general terms and conditions that shall govern advertising and/or commission arrangements between Affiliate and Rentec Direct, which result from participation in Rentec Direct's affiliate program. Now therefore, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Rentec Direct's Responsibilities.

- 1.1. Rentec Direct agrees to track each landlord or property manager that signs up for the Rentec Direct service from the unique tracking link provided to the Affiliate
- 1.2. Rentec Direct will take reasonable commercial efforts to make available the website at all times and to ensure that its web servers are running at all times. Rentec Direct reserves the right, in its sole discretion, to interrupt access to any or all of the Content Pages for maintenance purposes.
- 1.3. Rentec Direct may periodically audit Affiliates to determine whether it is in compliance with Rentec Direct's specified requirements.

2. Affiliate's Responsibilities.

- 2.1. Affiliate will refer landlords and/or property managers to Rentec Direct using unique tracking links or unique sign-up forms provided by Rentec Direct.
- 2.2. Affiliate and Rentec Direct each agree not to make any representations, warranties or other statements concerning Rentec Direct, Rentec Direct's site, any of Rentec Direct's products or services or Rentec Direct's site policies except as expressly authorized by the Engagement.
- 2.3. Affiliate is responsible for notifying Rentec Direct of any malfunctioning of the required URLs or other problems with Affiliate's participation in the Engagement. Rentec Direct will respond promptly to all concerns upon notification by Affiliate.

2.4. Affiliate agrees to provide any necessary documentation to Rentec Direct to facilitate commission payments and/or tax filing.

3. Affiliate commissions.

3.1. Unless otherwise agreed in writing, Rentec Direct agrees to pay affiliates \$1.00 for each visitor that "signs-up" for Rentec Direct that was referred to Rentec Direct by Affiliate from a unique tracking link. A visitor that "signs-up" is defined as someone that has registered valid personal or business information with Rentec Direct and completed signup for Rentec Direct's online management software and successfully logged in once or more.

3.2. Commissions paid to Affiliates will be calculated on a monthly basis and shall be paid by Rentec Direct to the Affiliate by the 30th day of the following month. If the total Affiliate commissions do not equal to or exceed \$50, the amount will be carried into the following month and paid upon which time the commissions equal or exceed \$50.

3.3. Rentec Direct will not pay any commissions during any period in which the Affiliate fails to comply with the terms of this Agreement or if there is suspected fraudulent activity coming from Affiliate or Affiliate's web site links.

3.3. Rentec Direct shall have the sole right and responsibility for processing all orders made by Customers. Affiliate acknowledges that all agreements relating to sales to Customers shall be between Rentec Direct and the Customer.

4. Ownership and Licenses.

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. Rentec Direct grants Affiliate a non-exclusive, worldwide license to use, reproduce, display and transmit, during the term of this Agreement only, Rentec Direct's specified logos, trade names, trademarks and service marks (the "Rentec Direct Marks") only at the Affiliate's sites and only for the purpose of marketing Rentec Direct's services.

4.3. Neither Party shall have the right to reproduce, display or otherwise use any content, logo, trade name, trademark or service mark of the other Party except as expressly set forth herein, without the prior written consent of the other Party in each instance.

4.4. At the expiration or earlier termination of this Agreement, neither Party will retain any rights to nor license of any of the other Party's Marks. In addition, each Party agrees to purge from its site all content, logos, trade names, trademarks or service marks of the other Party.

5. Term and Termination.

5.1. This Agreement shall remain in full force and effect until written or email notice of termination is received by one Party from the other Party.

5.2. Either Party may terminate the this Agreement with or without cause at any time at which time any future commissions will no longer be paid.

6. Representations.

6.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, anti-discrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

6.2. EXCEPT FOR THE ABOVE REPRESENTATIONS, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF RENTEC DIRECT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Cross-Indemnification.

7.1. Each Party shall indemnify, defend and hold (as the "Indemnifying Party") the other Party and its officers, directors, employees and agents (the "Indemnified Party") harmless from and against any and all claims, demands, actions, and any liabilities, damages or expenses resulting there from including court costs and reasonable attorneys' fees (together, "Claims") arising out of or relating to: (a) the Indemnifying Party's negligence or intentional acts or omissions; and (b) the Indemnifying Party's breach of any of its obligations under this Agreement.

8. Limitation of Liability.

8.1. Neither Party shall be liable to the other for any indirect, incidental, delay, special, punitive or consequential damages, including damages for lost opportunities, lost profits from this Agreement or any other transaction, or lost savings, whether arising in contract, tort or otherwise, even if such damages were foreseeable or result from a breach of this Agreement.

9. General.

9.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

9.2. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

9.3. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

9.4. Any dispute arising out of this Agreement shall be resolved by binding arbitration conducted by The Arbitration Service of Portland in Portland, Oregon. In the event a Party initiates arbitration to enforce any of the provisions hereof, the prevailing Party shall be entitled to receive from the other Party all reasonable costs of such arbitration, including reasonable attorney's fees.

9.5. Jurisdiction and venue of any matter not subject to arbitration shall reside in Josephine County, State of Oregon. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Oregon shall govern all other matters relating to or arising from this agreement.

9.6.

10. Notices.

If to Rentec Direct, should be delivered to:

Rentec Direct
301 NE 6th St
Grants Pass, OR 97526
Tel: (541) 690-8667

11. Identifying Yourself As an Affiliate.

Affiliate may not in any manner misrepresent or embellish the relationship between the Parties, or express or imply any relationship or affiliation between Rentec Direct and Affiliate or any other person

or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse or contribute money to any charity or other cause).

12. Updates To This Agreement

12.1. This agreement may be updated by Rentec Direct at any time. Upon update a new version will be uploaded to the following location: http://www.rentecdirect.com/legal/affiliate_terms.pdf. While Rentec Direct will attempt to post notice of any updates to this agreement, it is the responsibility of Customer to check frequently for updates. A date and revision will be posted at the bottom of this and future agreements to assist in determining any if there have been any changes. In the event Customer disagrees with any updates to future revisions of this agreement, Customer is advised to submit an email to support@rentecdirect.com requesting termination of their affiliate account.

Revision 1.1 - 06/18/2010