



Client Rebate Agreement

This Agreement (“Agreement”) is made this ____ day of _____ (“Effective Date”) by and between (CLIENT NAME) _____, and (if married) (SPOUSE NAME) _____ of (CITY, STATE) _____ (“Client”) and Realty Rewards, LLC of Scottsdale, Arizona (“RealtyRewards™”).

DEFINITIONS

Receiving Agent. A licensed real estate agent who has contracted with RealtyRewards™ and signed an Agent/Broker Referral Agreement.

Property. Such real estate property that is officially listed for sale.

Client’s Property. Residential real property that is currently owned by Client.

Referral Fee. The amount of money due to RealtyRewards™ for referring Client to Receiving Agent for the purchase by Client of resale Property, and/or the sale of Client’s Property.

Rebate. The consideration paid to Client by RealtyRewards™ for agreeing to the terms and conditions of this Agreement including complying with the registration and mortgage qualifying process outlined on RealtyReward’s Website. Such consideration will be rebated in the form of a RealtyRewards™ check.

Websites. www.realty-rewards.com, and www.freehomerebates.com including all supporting pages.

WHEREAS, Client desires to purchase either a Resale Property or New Home Property and/or sell Client’s Property and receive a Rebate from RealtyRewards™;

WHEREAS, Client understands that RealtyRewards™ will not be representing Client in any purchase and/or sale of Property;

WHEREAS, RealtyRewards™ will be referring Client to Receiving Agent who has agreed to facilitate the payment of a Referral Fee to RealtyRewards™ and represent Client in the purchase of Property, and/or sale of Client's Property. Such payment of the Referral Fee will be made at closing as per escrow instructions, or paid by Receiving Broker within two business days following close of escrow;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. LEGAL COMPLIANCE

RealtyRewards™ is a Designated Broker licensed by the State of Arizona. Information regarding the Designated Broker, including the Broker's license, can be found on Websites. RealtyRewards™ will comply with applicable Arizona Real Estate Statutes, Arizona Department of Real Estate Guidelines and other laws applicable to maintaining its license as a Designated Broker.

2. TERM AND TERMINATION

The term of this Agreement will begin on the Effective Date and continue for six months (the "Term"), unless earlier terminated by either party upon at least fifteen days (15) prior written notice or as permitted in Paragraph 3. If neither party has cancelled this Agreement before the end of the initial six (6) month term, then the Agreement will automatically renew for an additional six (6) month Term with the same Terms and Conditions. Should either Party terminate this Agreement, Client will forgo any and all Rebates earned and not paid under this Agreement, and there will be no fees or expenses charged to Client because of cancellation.

3. REFERRAL

For the Term of this Agreement, and for Client to receive any Rebate, RealtyRewards™ will have the right to refer Client to Receiving Agent. Also, for the Term of this Agreement, and for Client to receive any Rebate, RealtyRewards™ will have the right to refer Client to Receiving Agent for the sale of Client's Property should Client desire to sell such Property. Client acknowledges that RealtyRewards™ makes no representation as to the quality of Receiving Agent or the success Receiving Agent has in the purchase or sale of Property. RealtyRewards™ is a referral system and the level of success to be realized will depend largely on market conditions and on the efforts of Receiving Agent, NOT RealtyRewards™. Should Client be dissatisfied with the performance of Receiving

Agent, Client's only recourse is to request that RealtyRewards™ assign a different Receiving Agent.

Client also acknowledges that RealtyRewards™ will make a best effort to assign Client to a Receiving Agent. However, due to Receiving Agent availability and market conditions, RealtyRewards™ may not be able to find a Receiving Agent. In such case, RealtyRewards™ will notify Client and this Agreement will be null and void.

4. REBATE

The Rebate due to Client will be calculated as follows:

- a. In the case of Property purchased through the services of Receiving Agent, the Rebate will be limited to eighty percent (80%) of the Referral Fee paid to RealtyRewards™. Client understands that to receive any Rebate, Client must use only the services of the Receiving Agent.
- b. In the case of the sale of Client's Property, the Rebate will be eighty percent (80%) of the Referral Fee paid to RealtyRewards™. Client understands that to receive any Rebate, Client must use only the services of the Receiving Agent.
- c. The Rebate will be paid to the Client in the form of a RealtyRewards™ check. Spouse, if applicable, agrees that the Rebate will be paid to the Client Name as first indicated in this agreement regardless of the title of ownership of Property.
- d. The Client acknowledges that it is illegal to use a Rebate for the down payment on any Property for which a Rebate is paid under this Agreement and agrees not to use any Rebate for the down payment on any such Property.
- e. IF FOR ANY REASON REALTYREWARDS™ DOES NOT RECEIVE A REFERRAL FEE ON THE PURCHASE OR SALE OF PROPERTY, CLIENT IS NOT ENTITLED TO ANY REBATE.
- f. Client acknowledges and agrees that the Referral Fee, including the Client's Rebate portion to be paid to Client, will be initially received by RealtyRewards™ and deposited into its operating account. From this operating account, the Rebate amount will be transferred via U.S. Mail directly to Client by check.

5. NON-CIRCUMVENTION

During the Term of this Agreement and in order to receive the Rebate, Client will not engage any outside broker or agent to represent Client in the purchase of Property or the sale of Client's Property. For Client to receive the Rebate from RealtyRewards™, RealtyRewards™ must have received a Referral Fee.

6. PRIVACY AND INFORMATION SHARING

The only information of Client to be shared with RealtyRewards™ by the qualifying mortgage institution listed on Websites will be that the Client has qualified for mortgage financing and the amount of the approved mortgage financing. RealtyRewards™ may share such information with Receiving Agent. In addition, RealtyRewards™ may share Client registration information with RealtyRewards™ advertisers on Websites.

7. CLIENTS NON-DISCLOSURE OF USE OF OTHER BROKER

Client represents that Client is not currently or obligated in any way to be represented by any broker or agent not referred by RealtyRewards™. If Client has falsely represented that Client is not represented by a broker or agent, then any Client Rebate may be reduced or eliminated entirely to the extent the Referral Fee paid to RealtyRewards™ has been reduced or eliminated.

8. LEGAL ADVICE

Client acknowledges that RealtyRewards™, its employees, advertisers, or licensees offer no legal advice to Client and Client is advised to consult outside legal counsel before signing this Agreement.

9. INDEMNIFICATION

RealtyRewards™ is not acting as Client's selling or buying broker and Client will hold RealtyRewards™ and RealtyRewards™ advertisers harmless and will indemnify RealtyRewards™ and RealtyRewards™ advertisers for and from any disputes, claims, causes of action arising out of the purchase and/or sale of any Property, including any damages and costs of defense incurred therein unless proximately caused by RealtyRewards™' gross or sole negligence or willful misconduct. Moreover, Client agrees to forgo any and all Rebates in case of any dispute, claim or cause of action.

10. FINAL AGREEMENT

This Agreement represents the entire agreement with respect to the subject matters herein and this Agreement terminates and supersedes all prior understandings and agreements with respect to such matters. In the case of any conflicts in this Agreement and information on Websites, this Agreement will prevail. This Agreement may be amended only in writing and signed, or electronically signed, by both parties.

11. STATE RESTRICTIONS

Client acknowledges that RealtyRewards™ is not authorized to operate and offer Rebates in the following states where the Property is located: Alabama, Alaska, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, Oregon, Tennessee, and Iowa. Therefore, no Rebates for purchases or sales of Property in these states are offered or paid.

12. LEGAL CONSTRUCTION

In the event any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provisions. In that event, this Agreement will be construed as if any such invalid, illegal, or unenforceable provision was never a part of this Agreement.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State where Property is located without giving effect to principles of conflicts of law.

14. DISPUTES

Each party agrees that any demands, disputes or claims arising out of this Agreement shall be first mediated and then arbitrated by the American Arbitration Association located in the state where Property is located. In mediation, each party shall bear their own attorney fees. In arbitration, the prevailing party shall be entitled to their attorney fees.

[Signatures on following page]

CLIENT SIGNATURE _____
(Client Name)

CLIENT'S SPOUSE SIGNATURE _____
(Spouse Name, if any)

CLIENT STREET ADDRESS _____

CLIENT CITY, STATE, ZIP CODE _____

CLIENT TELEPHONE NUMBER _____

CLIENT EMAIL _____

REALTYREWARDS™:

SIGNATURE: _____

Michele C. Mencuccini, Designated Broker, Realty Rewards, LLC 6909 Main St.,
Scottsdale, AZ 85251 License #: BR012921000