



# M-PREFERRED PARTNER NETWORK

## BROKER LOCAL PARTNER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (Broker) with its principal place of business at \_\_\_\_\_ (hereinafter referred to as "LOCAL PARTNER"), and the M-Preferred Partner Network, a program of Morreale Real Estate Services, Inc., with offices at 455 Taft Avenue, Glen Ellyn, IL 60137 and 4242 E. Piedras Drive, San Antonio, TX 78228 (hereinafter referred to as "MRES").

### RECITALS

**WHEREAS, MRES** coordinates a nationwide broker referral network to provide a full range of real estate settlement services and other relocation related services to corporate, mortgage and individual clients; and

**WHEREAS, MRES** has developed a relationship with LOCAL PARTNER to provide certain services on MRES' behalf; and

**WHEREAS, MRES** has the legal right to the use of RESWARE software (the "Software"); and LOCAL PARTNER desires the right to access the Software in order to carry out the service requirements agreed to between the parties; and

**NOW THEREFORE**, in consideration of mutual covenants and obligations contained in this Agreement, as well as other good and valuable consideration shown herein, the parties make and enter into this agreement:

- **APPOINTMENT** - MRES hereby appoints LOCAL PARTNER as a preferred provider of broker real estate services for transactions initiated by MRES for properties located within the agreed upon service areas. The parties acknowledge that although LOCAL PARTNER is a preferred provider of broker real estate services, MRES and/or MRES' clients may seek to do business with other service providers to provide broker real estate services for MRES' transactions. MRES reserves the right to enter into separate agreements with other service providers which may be related or unrelated to transactions in which LOCAL PARTNER may be engaged.
- **TERMS** - Service delivery requirements, coverage area and agreed upon fees between MRES and LOCAL PARTNER shall be detailed in Appendix A, B, and C.
- **ACCESS** - MRES may grant LOCAL PARTNER access to file specific data and information via the Software for use exclusively in providing services to MRES, pursuant to the items of this Service Agreement. The Software is and shall remain under the control of MRES, and LOCAL PARTNER shall have no rights or interests therein except as set forth in this Agreement.
- **PERSONAL INFORMATION & DATA SECURITY** - Personal information is defined as information relating to any identified or identifiable natural person, to include, but not limited to, items such as identification number, name, address, phone number, email address, economic status, cultural identity or social identity.

All personal Information provided to LOCAL PARTNER by MRES will be used solely for the purpose for which the Personal Information was provided to LOCAL PARTNER.

All personal Information provided to LOCAL PARTNER by MRES will not be disclosed by LOCAL PARTNER to a third party unless such disclosure is a standard course of providing services, as set forth in this Agreement. In such circumstances, LOCAL PARTNER will obtain assurances from its Agents that they safeguard Personal Information in a manner consistent with this Agreement.

LOCAL PARTNER will take all reasonable precautions to protect Personal Information against loss, misuse and unauthorized access, disclosure, alteration, destruction and theft.

All Personal Information maintained by LOCAL PARTNER must be relevant for the purposes for which it is to be used, securely maintained and transmitted only for its authorized use, pursuant to the terms of this Service Agreement. LOCAL PARTNER will adhere to all applicable privacy best practices to ensure the strict adherence to all applicable laws, regulations and best practices.

Upon request by LOCAL PARTNER, MRES will grant reasonable access to Personal Information stored and will take reasonable steps to permit correction, amendment or deletion of Personal Information that is inaccurate or incomplete.

LOCAL PARTNER will conduct compliance audits of its privacy practices to ensure compliance with all applicable privacy laws, regulations and best practices. MRES reserves the right to conduct compliance audits of LOCAL PARTNER's privacy practices to ensure compliance with this policy.

LOCAL PARTNER will fully comply with all applicable privacy and data protection Laws ("Data Privacy Laws") and the terms of this Agreement in its collection, access, receipt, transmission, storage, disposal, use, and disclosure of Personal Information, including without limitation restrictions on the exportation of data from the country in which the data was received by Service Provider to any other country. Initial\_\_\_\_\_

- **CONFIDENTIALITY** - LOCAL PARTNER and MRES mutually agree that they shall conduct their activities under this Agreement in a manner designed to protect any information concerning MRES, its customers, and suppliers and LOCAL PARTNER's information. Confidential information shall include, without limitation, the services, terms and conditions contained in this Agreement, documents and materials, together with any statements, reports, fee information or other information, whether oral or written or memorialized in any other media, including without limitation, computer hard drives, proprietary software, and magnetic disk media. It is both parties' intention that all discussions and documentation between them shall be Confidential Information, unless otherwise waived in writing by both parties.

Confidential Information shall not include information that is in the public domain at the time it was provided to either party, entered the public domain after it was received by either party through no fault of that party, was already held by either party free of any confidentiality requirement and not previously received by the other party. Was disclosed to either party by a third party having a bona fide right to make such disclosure; is the subject of a subpoena or other demand for production in connection with any suit, litigation, arbitration or administrative procedure or before any governmental agency. Either party shall promptly notify the other of any such subpoena, proceeding or the like.

Each party agrees that it will receive Confidential Information in confidence and refrain from disclosing or discussing any portion of the Confidential Information with any third party or entity; it will protect the Personal, Confidential and Proprietary information of MRES or any individual's information known or provided as a result of this Services Agreement with not less than the same degree of care it would use in protecting its own Confidential, Personal and Proprietary Information.

This provision shall survive termination of this Agreement for any reason, and shall continue for three (3) years after final disclosure/ receipt of and Confidential Information. Initial\_\_\_\_\_

- **DISASTER RECOVERY** - LOCAL PARTNER warrants LOCAL PARTNER has developed and maintains a Disaster Recovery and Business Continuity Plan (Plan) which shall be implemented in the event of an unplanned interruption or disruption of critical daily business processes (Emergency) pertaining to the services covered by this Agreement. Such Plan provides for the timely availability of all the resources necessary to operate critical business processes at a level acceptable to MRES. Initial\_\_\_\_\_
- **INSURANCE** - LOCAL PARTNER shall (at its own expense) procure, maintain and provide proof of the following required insurance coverage policies:

**Professional Liability Insurance** (Errors and Omissions) with the following minimum limits:

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000

**Cyber Liability Insurance** covering services and deliverables in the minimum amount of \$1,000,000 each claim and annual aggregate, which insurance includes cyber liability coverage and insures Service Provider against claims arising out of a failure of computer security, a wrongful release of private information, a failure to protect personally identifiable information from misappropriation, theft/safekeeping of data or records, virus or other cyber-attacks, vandalism and mischief, denial or impairment of services, and infringements of copyright and patent, trademark and privacy rights.

- Cyber Liability \$1,000,000 Initial\_\_\_\_\_

- **EMERGENCY CONTACTS** - LOCAL PARTNER shall provide MRES a current list and any subsequent updated lists of LOCAL PARTNER'S personnel names and telephone numbers to be contacted in the event of an Emergency who are responsible for implementing the Plan as it pertains to this Agreement. LOCAL PARTNER warrants the Plan provisions guarantee all services shall be provided to MRES and shall commence within twenty-four (24) hours of the Emergency.

- **ANNUAL SERVICE REVIEW** - Each party shall designate at least one of its Employees to meet on an annual basis, if mutually appropriate, with the employee designated by the other party (or more frequently at request of MRES). The purpose of such meetings shall be to review the parties' performance and to address any issues arising under this Agreement.

- **ADDITIONAL PROVISIONS**

MRES is relying on LOCAL PARTNER as an expert in their field. LOCAL PARTNER warrants services delivered to MRES will comply with all governmental laws, regulations, as well as industry best practice requirements and customs.

LOCAL PARTNER shall not solicit business from MRES' clients, partners, nor MRES' employees, without prior written consent from MRES. This applies to all business referred to Local Partner by MRES, excepting any business outside of MRES.

- **NOTICES** - All notices required or permitted to be given under this Agreement shall be in writing and served as follows: (a) by personally handing the notice to the party to be served (which shall be effective upon such service), (b) by certified mail, postage prepaid, return receipt requested (which shall be effective the earlier of 3-days after deposit into the United States mail or the date indicated on the return receipt card), (c) by a reputable, nationally known overnight delivery service, marked for overnight delivery, fees prepaid (which shall be effective the earlier of 2-days after delivery to the service or the date indicated on the service delivery slip. Notices shall be addressed as:

**To MRES**  
 Morreale Real Estate Services, Inc.  
 ATTN: John C. Morreale  
 455 Taft Avenue  
 Glen Ellyn, IL, 60137

**To LOCAL PARTNER**  
 [LOCAL PARTNER NAME]  
 ATTN:  
 CC:  
 [LOCAL PARTNER ADDRESS]

- **ASSIGNMENT** - This Agreement shall not be assigned by LOCAL PARTNER without the approval of MRES.
- **GOVERNING LAW** - The construction and performance of this Agreement shall be governed by the laws of the State of Illinois.
- **NO PARTNERSHIP, JOINT VENTURE OR AGENCY** - This agreement shall not constitute or be construed to create a partnership, employer-employee, joint venture or agency relationship between the parties. Neither party or its employees or agents shall have the power or authority to act for or on behalf of the other, bind or obligate the party in any manner whatsoever.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at their respective places of business intending it to be effective as of the date above first written.

**M-PREFERRED PARTNER NETWORK / MORREALE REAL ESTATE SERVICES, INC. (MRES)**

SIGNATURE \_\_\_\_\_

NAME (print) Carla Blankenship

TITLE Director, Network Management

DATE \_\_\_\_\_

**BROKER (LOCAL PARTNER)**

SIGNATURE \_\_\_\_\_

NAME (print) \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_





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## APPENDICES

### APPENDIX A: REFERRAL FEE

LOCAL PARTNER agrees to pay the requested referral fee required by our client on all accepted referrals on a per transaction basis.

### APPENDIX B: COVERED SERVICE AREAS

<b>STATE(S)</b>	
<b>COUNTIES</b>	
<b>CITIES</b>	
<b>ZIP CODES</b>	



# M-PREFERRED PARTNER NETWORK

## APPENDICES (continued)

### APPENDIX C: SERVICE LEVEL AGREEMENTS (SLAs)

#### General Expectations

The following are our expectations for services required from your company:

- Direct client contact is strictly prohibited – All communication will be conducted directly via MRES.
  - Only local partners may work with MRES clients for other companies, and they agree to follow that entity's communication protocols.
- Transferee Communication – discussing relocation benefits and referring services to the transferee are also strictly prohibited.
- Acceptable forms of electronic communication
  - We accept PDF or Word documents via email, with the file number in the subject line.
  - File numbers must be included in subject line of all emails to MRES, including the prefix-file number.
- Closing instructions – Strict adherence to client-specific closing instructions is required.

#### Expected Turn Times & Metrics

Expectation: 95% or above

ACTION ITEM	EXPECTED TURN TIME / METRIC
BMA Service Area Confirmation (via email response)	Same or Next business day
BMA Completion	Within 4 business days of request
Sign or Decline MRES Referral Agreement via email, stating: <ul style="list-style-type: none"> <li>• Your interest, with signed agreement</li> <li>• Your decline, and a statement whether you are not interested or do not cover the area</li> </ul>	Within 1 business day
Send status updates	Every 2 weeks, unless otherwise agreed upon (MRES to provide the update document)
Contact customer after signing Referral Agreement	Within 2 business days
Submit agent assignment	Within 2 business days of signed agreement
Send contract of sale (including agreed upon commission, commission split and referral fee %)	Within 1 business day of contract negotiation
Send closing package (including Final Closing Statement and proof of Referral Fee payment via wire confirmation or copy of check)	Within 2 business days of closing
Issue Referral Fee	Within 1 day after closing

**\*NOTE: If any of the above SLA criteria cannot be met on a transaction as described above, please notify MRES of these details immediately.**

