

Contract

REFERRAL AGREEMENT

This Referral Agreement ("Agreement") dated is between Accident Records LLC, a Florida limited liability company (hereinafter "Accident Records") and (hereinafter "Referred Party") (collectively the "Parties" and individually a "Party").

Whereas, Accident Records refers its customers ("Customers") over to referral partners ("Referral Partners") for services;

Whereas, along with referring customers over to Referral Partners, Referred Party and Accident Records also desire to refer Referred Party to its customers;

Whereas, the purpose of this Agreement is to define the terms and conditions of the Parties' obligations to one-another;

Now, therefore for and in consideration of the mutual promises set forth hereinafter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Independent Contractor

Referred Party is an independent contractor, and this Agreement is not meant to form any partnership, merger, acquisition or similar relationship between Referred Party and Accident Records.

2. Referral of Potential Customers

Accident Records from time-to-time, subject to the Referral Conditions (as defined below), will provide its customers information over to Referred Party ("Referred Customers") for life insurance services (the "Services"), these referrals shall be known as "Leads". These Leads will be completed through an automated e-mail message from Accident Records to Referred Party. Such emails shall include the name and phone number of Referred Customers, as provided to Accident Records .

Further, upon the execution of this Agreement, and the tendering of the Purchase Fee and first Monthly Due (as defined below) by Referred Party, Accident Records shall provide Referred Party any Leads from the previous month.

However, once Leads are provided to Referred Party, it will be up to Referred Party to contact Referred Customers regarding its Services.

3. Regions

i. Purchased Region(s): Referred Party desires to purchase the region(s) stated in Exhibit A from Accident Records (collectively the "Purchased Region").

ii. Cost of each Purchase Region: \$149.00 initial setup fee ("Purchase Fee") and \$127.00 a month ("Monthly Due")

4. Term of this Agreement

This Agreement shall have an initial term of six (6) months, unless terminated earlier by either Party pursuant to Section 8 herein. The Parties, by mutual agreement, will have the option to renew this Agreement for additional one (1) year terms.



5. Referral Conditions

Accident Records shall only refer Referred Customers over to Referred Party when the below conditions are met (collectively the "Referral Conditions"):

- i. Referred Party has tendered the initial Purchase Fee and is current on its Monthly Dues.
- ii. The Purchased Region is currently under an active subscription with a Referral Partner. In the event that a Purchased Region is not under an active subscription, the obligations (including the Monthly Dues and tendering of Leads) of the Parties' in this Agreement shall be suspended, until the Purchased Region is again placed under an active subscription with a Referral Partner.

6. Compliance

In furtherance of this Agreement, Referred Party shall comply with all applicable federal, state and local laws. This includes, but is not limited to, when contacting Accident Records' Customers and offering and providing Referred Party's Services to Customers.

7. Indemnification

To the fullest extent by law, Referred Party shall indemnify, defend, and hold Accident Records, its affiliates, and its respective officers, directors, employees, contactors and agents (each an "Indemnified Party") harmless, from and against any action, claim, suit, demand, loss, liability, penalty, fine, cost or expense (including reasonable attorney's fees and court costs), investigation or other proceeding (collectively "Claims") to the extent such Claims result from a) Referred Party's breach of this Agreement; b) Referred Party's breach of Federal, State, or local laws; or c) Referred Party's action, omission, or negligence.

Upon the receipt of a notice of a Claim involving Accident Records (including a Claim involving Accident Records' Customers), Referred Party shall notify Accident Records of the Claim, the amount demanded, and all relevant facts and circumstances surrounding such Claim.

Moreover, upon demand by Indemnified Party for any defense or indemnification hereunder, Referred Party shall comply with its obligations hereunder. Further, if defense is demanded, Referred Party shall quickly select counsel approved by Indemnified Party (to which approval will not be unreasonably withheld) and coordinate the defense of Indemnified Party, at its own expense.

8. Termination

Either Party may terminate this Agreement at any time, by providing thirty (30) days advance notice to the other Party. However, even upon this Agreement's termination, all amounts due and owed, or that become due and owing after termination, by Referred Party to Accident Records pursuant to this Agreement, shall be tendered to Accident Records by Referred Party when they become due. Notwithstanding anything to the contrary, Accident Records may terminate this Agreement at any time, without consequence, for Referred Party's breach of the terms herein.

9. Notice

All formal notices or communications required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by registered, or certified mail, postage prepaid, return receipt requested, or by telecopies (provided that a confirming copy is sent by recognized overnight courier) or by recognized overnight courier, to the intended recipient at the address and attention designated below, or to such other address or attention as the Parties may have designated in a written notice given pursuant to this Section. Any such notice or communication shall be effective upon the earlier of actual receipt or deemed delivery. Delivery shall be deemed to have occurred as follows: if hand delivered, on the day so delivered; if mailed, three business days after the date so mailed; if telecopies, upon written confirmation by the sending machine of effective transmission or upon telephone confirmation of receipt; and if sent by recognized overnight courier, the next business day.

If sent to Accident Records:



Accident Records LLC
5633 State Road 54, Suite C
New Port Richey, FL 34652

With email copy to: accrecus@gmail.com

If sent to Referred Party :

10. Confidentiality

Customers are referred over to Referred Party in confidence. Nothing herein shall provide Referred Party with the right to utilize, sell, or market Customers' contact or personal information. Moreover, Referred Party shall not utilize Referred Customers information except to the extent necessary to provide its Services to Customers. All Customer information tendered to Referred Party shall be kept in strict confidence.

11. Representations and Warranties

Referred Party represents and warrants the following:

- i) The corporate authority signing on Referred Party's behalf has the necessary power to sign this Agreement and carryout the obligations herein.
- ii) Referred Party complies with all applicable local, state, and federal laws.
- iii) There is no pending litigation or contract that may affect Referred Party's performance under this Agreement.

Except as specifically set forth in this Agreement, to the maximum extent permitted by law, the Parties disclaim all warranties and representations, whether express, implied, or statutory, with respect to the referral services provided to Referred Party by Accident Records, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, or warranties arising from a course of dealing, usage or trade practice. Further, Accident Records does not make any warranty regarding the quality of the Leads or that the Leads will meet Referred Party's expectations, or that the Leads will lead to the sale of Referred Party's Services.

Moreover, Accident Records does not make any warranty or representation, as to the number of Leads, Accident Records will make onto Referred Party.

12. Severability

If any provision or the scope of any provision of this Agreement is found to be unenforceable or too broad by judicial decree, the Parties agree that such provisions shall be curtailed only to the extent necessary to conform to law to permit enforcement of this Agreement to its full extent.

13. Entire Agreement

Each of the Parties agrees and acknowledges that this Agreement (i) constitutes the entire agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter of this Agreement, and (ii) is not intended to confer any rights or remedies, or impose any obligations, on any person other than the Parties hereto. Each of the Parties expressly agrees and acknowledges that, other than those statements expressly set forth in this Agreement, it is not relying on any statement, whether oral or written, of any person or entity with respect to its or his entry into this Agreement or to the consummation of the transactions contemplated by this Agreement.

14. Survival

The rights and obligations of the Parties herein shall survive any expiration or termination of this Agreement to the extent expressly provided herein or as otherwise reasonably required to give effect to the provisions



hereof.

15. No Waiver

No waiver of any provision, breach or default under this Agreement shall be deemed a waiver of any subsequent provision, breach or default, nor shall any such waiver constitute a continuing waiver. No waiver by any Party hereunder shall be effective unless in writing and signed by such Party.

16. Cumulative Remedies

All of the rights and remedies available to the Parties under this Agreement are in addition to, and not in limitation of, the rights and remedies otherwise available at law or in equity.

17. Amendments and Modifications

This Agreement may be modified only by a written agreement signed by both Parties. □

18. Successors and Assigns

This Agreement shall be binding on and shall benefit any and all successors, trustees, permitted assigns and other successors in interest of the Parties. □ Nothing herein shall allow Referred Party to assign this Agreement to a third-party without the prior written consent of Accident Records.

19. Survival

Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination will survive beyond such expiration, termination, or cancellation.

20. Counterparts

This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same Agreement. □

21. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Florida, without giving effect to its principles of Conflicts of Law. By entering into this Agreement the Parties submit to the jurisdiction of the State and Federal Courts serving New Port Richey, Florida.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the day and year first written above.

Referral Partner

By:

Name:

Title:

Date:



Richard M Hull

X

X

Signed By Richard Hull

Signed On: May 9, 2020

Signature Certificate

Document name: Contract

🔒 Unique Document ID: 1778BFE0CC7F97B5F082DF65EAEDD3814F9B2D9B

LEGALLY SIGNED USING
WP*signature*
Build. Track. Sign Contracts.

Timestamp

April 12, 2019 9:42 am EDT

Audit

Contract Uploaded by Richard Hull -
info@accidentrecords.us IP 73.150.240.128



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 6 of 6