



2145 Duluth Hwy, Duluth, Ga. 30097 ♦ 770-670-6417
www.waltonbarrowboardofrealtors.com

2021/2022 ANNUAL PARTNER AGREEMENT

Partner Levels - Please Choose One (See Partner Brochure for Package Details)

- Affiliate - \$300 (1 Member) Affiliate - \$500 (2 Member) Affiliate - \$750 (3 Members)
- Bronze - \$1500 (3 Members) Silver - \$2,500 (4 Members) Gold - \$5,000 (5 Members)
- Diamond - \$10,000 (5 Members) Platinum - \$15,000 (5 Members)

This Partner Agreement (hereinafter "Agreement") entered into this _____ by and between _____ (hereinafter "Partner") and the Walton-Barrow Board of REALTORS® (WBBOR). I hereby apply for _____ membership in the above named Board, enclosing my check in the amount of \$ _____, which is to be returned to me in the event of non-election.

WITNESSETH:

WHEREAS, Partner wishes to make a financial contribution to WBBOR; and

WHEREAS, WBBOR wishes to promote and recognize Partner in consideration of their contribution by providing Partner with benefits (hereinafter "Partnership Package"); and

WHEREAS, WBBOR benefits described on the Partnership Package attached hereto and incorporated herein by this reference being offered by WBBOR; and

WHEREAS, in consideration of Partner's contribution to WBBOR in the sum of _____. WBBOR shall provide Partner with the applicable Level Partnership Package, as described in the Partnership brochure beginning _____ and ending _____;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinabove set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby expressly acknowledge, the parties hereby agree:

1. Partner agrees to pay WBBOR the sum of _____ in order to enjoy the privileges and benefits of _____ Partnership Package.
2. The applicable Partnership Package described in the Partnership Brochure and referenced above shall benefit Partner for a one year period as stated above.
3. Partnership payments shall be made as set forth below:

4. If Partner fails to make its Partnership payment(s) as set forth above, WBBOR may withhold benefits and terminate the Partnership Package.
5. WBBOR and Partner agree that in the event Partner breaches this agreement and WBBOR terminates the Partnership Package, Partner shall pay and WBBOR agrees to accept the full cost of the Partnership Package as set forth in Number 1 of this Agreement and such amount shall constitute liquidated damages.
6. If WBBOR withholds benefits and Partner subsequently pays WBBOR any and all amounts due, WBBOR will restore the Partnership Package less any benefits withheld during the suspension period.
7. In the event Partner is considered a real estate brokerage firm and Partner's level of Partnership allows Partner to have a banner for educational sessions where the attendees will be eligible to receive continuing education credit, such banner will hang outside classroom in compliance with all rules and regulations of the Georgia Real Estate Commission that prohibit recruiting of licensees during or as part of any such educational session.
8. In the event Partner is considered a real estate brokerage firm and Partner's level of Partnership allows Partner to have speech time at the end of educational sessions where the attendees will be eligible to receive continuing education credit, such speech will be scripted to be in compliance with all rules and regulations of the Georgia Real Estate Commission that prohibit the recruiting of licensees during or as part of any such educational session.
9. WBBOR respectfully requests that no mass solicitation of any form (i.e. – hospitality suites/receptions, gift giving, flyers outside WBBOR Trade Expo, etc.) shall be allowed at any official WBBOR function without prior approval by WBBOR.

10. Parties acknowledge that WBBOR is not making any representations as the tax treatment regarding any payments made pursuant to this Agreement.
11. **Force Majeure.** No Party will be held responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in performing any obligation of this Agreement when such failure or delay is due to force majeure, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, force majeure means a cause beyond the reasonable control of a Party, which may include acts of God; acts, regulations, or laws of any government; war; terrorism; civil commotion; fire, flood, earthquake, tornado, tsunami, explosion or storm; pandemic; epidemic and failure of public utilities or common carriers. In such event the Party so failing, or delaying, will immediately notify the other Party of such inability and its' reason to give notice. The Party giving such notice will be excused from its obligations under this Agreement as it is thereby disabled from performing as per the cause beyond reasonable control. To the extent possible, each Party will use reasonable efforts to minimize the force majeure.

I hereby submit the following information for your consideration:

FIRM REPRESENTATIVE: _____ TITLE: _____

NAME OF FIRM: _____

FIRM ADDRESS: _____

CITY & ZIP: _____

PHONE #: _____ WEBSITE: _____ EMAIL ADDRESS: _____

TYPE OF BUSINESS: _____

List Additional Representatives and email address. If different Company Address and Phone Number, please list on separate sheet:

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

WBBOR

By: _____

Title: Chief Executive Officer

By: _____

Director of Partnership Services

Date: _____

PARTNER

By: _____

Print Name: _____

Title: _____

Date: _____

CREDIT CARD PAYMENT: Amount: _____ Master Card Visa Discover American Express

Credit Card # _____ - _____ - _____ Expiration _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

MAKE CHECK PAYABLE TO: (\$35.00 SERVICE CHARGE FOR ALL RETURNED CHECKS)

Walton-Barrow Board of REALTORS, 2145 Duluth Highway, Duluth, GA 30097 / ATTENTION RON HAWLEY

"PAYMENTS TO THE WALTON-BARROW BOARD OF REALTORS® ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS. SUCH PAYMENTS MAY, HOWEVER, BE DEDUCTIBLE AS AN ORDINARY AND NECESSARY BUSINESS EXPENSE."