

Registered Commercial Property Advisor Agreement

A. Members Statement

I have maintained a real estate or law license and practiced commercial real estate for five or more years; have completed five or more commercial real estate transactions and 15 or more classroom hours of commercial real estate educational classes; and agree to:

1. Submit information to the Registry that is true and accurate;
2. Maintain an active real estate or law license during the term of my Membership;
3. Use the Registry's Trademarks as granted herein;
4. Comply with the terms of this agreement;
5. Promptly inform the Registry in the event I no longer qualify as a Member; and
6. Immediately cease the use of the Registry's Trademarks in the event my Membership term expires or is terminated.

B. Registry's Statement

The Registry agrees to:

1. Grant active Members the exclusive use of the Registry's Trademarks, "RCPA" and "Registered Commercial Property Advisor";
2. Maintain an internet website intended to identify Members and promote the Member's status to the public and other Members;
3. Abstain from providing information provided by Members to vendors or third parties seeking to contact or otherwise solicit Members, except as may be available via public access to the Registry's website;
4. Reasonably ascertain the qualifications of Members and to correct and/or revise any Member's information promptly upon request by a Member;
5. Investigate claims of misinformation concerning a Member's qualifications;
6. Provide a Certificate to each Member upon confirmation of Membership; and
7. Pursue legal remedies against any claim of misuse of the Registry's Trademarks.

C. Term of Membership

1. Membership shall be granted for a one year term commencing from the date of the Certificate.
2. Members must submit a renewal application with their current qualifications and information to be granted an extended one-year term of Membership.

D. Fees

Members agree to pay to the Registry the following considerations:

1. \$250 for application, first year membership and certification; due upon submittal of an application for Membership.
2. \$125 for annual Membership renewal; due upon submittal of the annual renewal application.
3. No charge for changes to Member's profile.

Fees are non-refundable.

E. Definitions

Registry. The Registry of Commercial Property Advisors, a non-profit corporation registered in the State of Texas.

Member. An individual applicant who: (i) accepts the terms of this agreement; (ii) has written confirmation of membership by the Registry; and (iii) complies with the terms of this agreement.

Licensee. An individual who holds an active law or real estate sales or broker license.

Trademark. Any tradename, trademark, or members mark used by or registered to the Registry as recognized by the United States Patent, Trademark Office. "RCPA" and "Registered Commercial Property Advisor" are construed as trademarks for the purpose of this agreement.

Certificate. A written document issued by the Registry to members as confirmation of their membership.

Member Profile. A member's information posted on the Registry's website for public viewing. The profile to contain name and contact information, educational and professional information, and a Transactional Resume and Services Offered section.

Transactional Resume. The section of the Member's Profile that contains the property and transaction types in which the member has completed a minimum of five transactions. The types included are: a) sales, b) leasing, c) improved property, d) investment property, and e) land.

Services Offered. The section of the Member's Profile that contains the type properties and clients represented. No minimum number of transactions are required to be included by member. Member can include any or all specialties that represent the

member's services. The specialties included are: a) sales, b) leasing, c) retail, d) office, e) industrial, f) land, g) specialty property, h) investments, i) buyer representation, j) tenant representation, k) owner representation.

F. Additional Provisions.

1. **Legal.** The Registry is a Texas non-profit corporation. This agreement and the affairs of the Registry shall be governed by the laws of the State of Texas, and all obligations created under this agreement are to be performed in the county where the Registered Agent for the Registry is located unless otherwise provided in this agreement. Member waives the right to file any legal claim against the Registry, but shall submit any grievance or claim for mediation first and to binding arbitration if unresolved through mediation. Mediation or arbitration claims shall be submitted to JAMS/Endispute for disposition.
2. **Notices.** All notices and other communication pertaining to this agreement must be in writing and will be deemed delivered upon the earlier of: (i) actual delivery as evidenced by receipt; (ii) electronic transmission via internet e-mail or facsimile with confirmation of delivery; or (iii) upon deposit with the United States Postal Service, Certified Mail, Return Receipt. All notices to Member shall be to the most recent address, facsimile, or e-mail address provided by Member; all notices to the Registry shall be to the address, facsimile, or e-mail address provided by the Registry's internet website, or to the address of the Registered Agent for the Registry as filed with the State of Texas, Secretary of State.
3. **Verification.** Applicant and Member grant the Registry the right to verify any information submitted to the Registry for membership. The Registry has the right, but not the obligation, to contact all parties named or indicated in an application for the purpose of verifying the information represented. Applicant and Member shall hold the Registry harmless for any actions that may result from the Registry's efforts to verify information submitted by the applicant or Member. Upon written request by the Registry, Applicant and Member agree to submit additional information as may be deemed to be reasonable and necessary to verify information submitted by applicant or Member.
4. **Application Denial.** The Registry reserves the right to deny Membership, in its sole and absolute discretion. The Registry shall notify applicants if there is evidence that the information submitted is false or cannot be substantiated. Any applicant who is denied Membership may provide additional information within thirty days of such notice, and the Registry shall either accept or reject applicant, in its sole and absolute discretion. Applicants by accepting this agreement waive the right to make any claim against the Registry for denial of Membership, including the loss of any application fees. Membership in the Registry is WITHOUT REGARD TO RACE, COLOR, CREED, FAMILIAL STATUS, NATIONAL ORIGIN, RELIGION OR HANDICAP STATUS.
5. **Termination .** Members may terminate membership at any time by delivering notice to the Registry. The Registry reserves the right to terminate a Member's membership in the event the Registry has evidence of a Member's disqualification for membership or of a Member's intentional misrepresentation of qualifications, or actions by the member that could hurt the Registry's reputation, as confirmed by at least two witnesses. This determination shall be made in the Registry's sole and absolute discretion. Upon notification of such termination, Member shall immediately cease the use of the Registry's Trademarks and shall return to the Registry, at Member's expense, all Certificates provided to Member by the Registry. Member acknowledges that failure to cease the use of the Registry's Trademarks after such termination or expiration of Membership shall be deemed a violation of law. Member waives the right to make any claim against the Registry for termination of Membership with cause, including the loss of any application fees.
6. **Effective Dates.** This agreement shall be effective and binding upon the Member as of the date accepted by Member, either by electronic means via the Registry's internet website or by written notice to Registry. The Effective Date of Membership shall be the date written on the Member's certificate.
7. **Execution.** Acceptance of this agreement by a prospective Member or Member shall be deemed effective upon any submittal in which the prospective Member or Member has expressly indicated their acceptance of this agreement. Electronic media, facsimile, internet application, e-mail, or any other submittal method shall be deemed binding and valid.