

PREFERRED PARTNER/VENDOR AGREEMENT

PREFERRED PARTNER INFORMATION:

Company Name

Company Address

AGREEMENT INFORMATION:

Date of Agreement Submission:

_____ day of _____, 20____

Date of Agreement Start / Effective Date:

_____ day of _____, 20____

TERM OF AGREEMENT (Circle One):

Six (6) Months / One (1) Year

Primary Assigned Individual / Contact Person of Preferred Partner:

NAME _____

TITLE _____

EMAIL _____

PREFERRED PARTNER PACKAGES

(check applicable)

Partner Pack – 2021 Promotion – One (1) Year Term - \$499.00/month plus applicable taxes*: _____

Partner Pack – 2021 Promotion – Six (6) Month Term - \$559.00/month plus applicable taxes*: _____

CoreLogic / Symbility – Value Service Option - \$59.00/month plus applicable taxes*: _____

Preferred Vendor “OPAN-99” Program – One (1) Year Term - \$99.00+/month plus applicable taxes*: _____

Preferred Vendor “OPAN-99” Program – Six (6) Month Term - \$99.00+/month plus applicable taxes*: _____

TERMS AND CONDITIONS:

1. SERVICES

- (a) With respect to all dealings between Fair-Line Consulting Inc. and the Preferred Partner, the Preferred Partner agrees to utilize a manner consistent with an ethical and professional organization.
- (b) The Preferred Partner shall, in a timely manner, provide Fair-Line Consulting Inc. with reasonably sufficient details so that services can be effectively conducted by Fair-Line Consulting Inc.
- (c) Evaluation/Review Recommendations:
 - i. Fair-Line Consulting Inc. will respond with evaluation/review recommendations within two (2) business days. Fair-Line Consulting Inc. reserves the right to extend this response time if required. Reasons for this could be, but are not limited to: larger review request, high service levels, catastrophe event. Fair-Line Consulting Inc. will attempt to notify the Preferred Partner of the extend response time via email whenever possible should extended response time is required.
 - ii. Fair-Line Consulting Inc. reserves the right to refuse and/or recommend alternative evaluation/review options if, in the opinion of Fair-Line Consulting Inc., the requested evaluation/review is out of the scope of the expertise of Fair-Line Consulting Inc. and its associates.
- (d) Recommended Estimate/Scope Request:
 - i. Fair-Line Consulting Inc. will respond with recommended estimate/scope requests within two (2) business days. Fair-Line Consulting Inc. reserves the right to extend this response time if required. Reasons for this could be, but are not limited to: larger estimate/scope request, high service levels, catastrophe event. Fair-Line Consulting Inc. will attempt to notify the Preferred Partner of the extend response time via email whenever possible should extended response time is required.
 - ii. Fair-Line Consulting Inc. reserves the right to refuse and/or recommend alternative estimate/scope options if, in the opinion of

of Fair-Line Consulting Inc., the requested estimate/scope is out of the scope of the expertise of Fair-Line Consulting Inc. and its associates.

2. TERMS

- (a) The Agreement will remain in force for the duration of the Term. Six (6) or one (1) year depending on length of the original agreement.
- (b) Monthly Subscription fees will be charged out at the monthly Preferred Partner Pack rate selected, plus applicable taxes, for the duration of the Agreement length. Alternatively, a one-time bi-annual/annual subscription fee may be applied to the entire amount of the selected Preferred Partner Package. See **Schedule "A"**.
- (c) Invoicing from Fair-Line Consulting Inc. begins on the Date of Agreement Start / Effective Date. All payments are due within 30 days.
- (d) Estimates over \$50,000 and are inclusive of a client's Preferred Partner Program/Partner Pack may be subject to additional charges. Estimates completed as part of the Preferred Partner Program/Partner Pack that are a result of a "major event" or "CAT" may be subject to additional charges.
- (e) Fair-Line Consulting Inc. reserves the right to limit any unlimited options included in the Agreement at any time. Notification of this must be in writing by Fair-Line Consulting Inc.
- (f) If a Preferred Partner Exceeds the allotted amount for their Partner Pack subscription (\$250,000 per month) any applicable additional charges will be invoiced out at rates equal to Fair-Line's Preferred Vendor "OPAN" Program and/or the client can choose to add an additional Partner Pack.
- (g) Exclusive link to the Preferred Partner website via www.fairlineince.ca is limited to length of term of contract or termination date if applicable.

3. WARRANTIES AND REPRESENTATIONS

- (a) Fair-Line Consulting Inc. will exercise a high degree of care, skill and diligence in performing all evaluations/reviews and recommendations for the Preferred Partner.

(b) Evaluation/Review Recommendations:

- i. Any and all evaluations/reviews and subsequent recommendations from Fair-Line Consulting Inc. to the Preferred Partner are based on information provided to Fair-Line Consulting Inc. from the Preferred Partner and its representatives. Factors such as, but not limited to: improper information, lack of photographic information, calculation errors, may prevent and restrict the accuracy of any review and recommendation provided by Fair-Line Consulting Inc and its associates.
- ii. The Fair-Line Consulting Inc. evaluation/review process is based on Insurance Industry standards. All evaluations/reviews and subsequent recommendations are designed to provide an accurate and fair value for each unique circumstance. This evaluation/review process does not necessarily guarantee an increase in rates/profitability with respect to the details of the estimate/scope and the situation it pertains to.

(c) Recommended Estimate/Scope Request:

- i. Any and all recommended estimate/scope requests provided by Fair-Line Consulting Inc. to the Preferred Partner are based on information provided to Fair-Line Consulting Inc. from the Preferred Partner and its representatives. Factors such as, but not limited to: improper information, lack of photographic information, calculation errors, may prevent and restrict the accuracy of any estimate/scope provided by Fair-Line Consulting Inc and its associates.
- ii. Any and all recommended estimate/scope requests are designed to be utilized as a guideline to assist the Preferred Partner and its representatives in making an informed decision about the situation(s) they are inquiring about. They are intended to be utilized as a tool to improve the speed, accuracy and consistency of the overall estimate/scope process and enhance the value of the construction process.

(d) Any and all valuations/reviews and/or estimates/scopes and subsequent

- (e)** recommendations are completed without bias and without prejudice.
- (f)** The decision to utilize portions, sections and/or an entire evaluation/review/estimate/scope and subsequent recommendations falls solely to discretion of the Preferred Partner and its representatives.

4. MODIFICATION OF THIS AGREEMENT

- (a)** Any modification to this agreement must be in writing and signed by the Primary Assigned Individual / Contact Person of Preferred Partner and Fair-Line Consulting Inc. or it will have no effect and will be void.

5. CONFIDENTIAL INFORMATION

- (a)** Any and all information pertaining to evaluations/reviews/estimates/scopes and subsequent recommendations provided to the Preferred Partner from Fair-Line Consulting Inc. is considered confidential. The Preferred Partner and its representatives acknowledges that distribution of this information outside of the intended Third Party⁽¹⁾ and for its intended purpose is strictly prohibited without prior written consent from Fair-Line Consulting Inc.
- (b)** With the exception of the specific evaluation/review/estimate/scope and subsequent recommendations outlined in subsection 5a (above), the Preferred Partner and its representatives will not, during or after the terms of this agreement, disclose or reveal any information which, in good faith and good conscience, should be treated as confidential, to anyone, including but not limited to, other vendors, any third parties or other person or persons, any competitors or potential competitors, or any subsequent contracts.
- (c)** Fair-Line Consulting Inc. and its representatives will not, during or after the terms of this agreement, disclose or reveal any information which, in good faith and good conscience, should be treated as confidential, to anyone, including but not limited to, other vendors, any third parties or other person or persons, any

competitors or potential competitors, or any subsequent contracts outside of the intended Third party ⁽¹⁾.

⁽¹⁾ Intended Third Party is defined as a Client, Property Management Company, Insurance Company (or appropriate alternatives) involved in the process as it pertains to the Property being evaluated/reviewed and/or estimated/scoped by Fair-Line Consulting Inc.

6. TERMINATION

(a) This Agreement may be terminated at any time as follows:

(i) By the Preferred Partner, at any time and for any reason.

- Termination request must be in writing and submitted by the Primary Assigned Individual / Contact Person of Preferred Partner.
- The termination date may be selected up to one month prior to the agreed end of the current contract.
- Early termination will require the Preferred Partner to reimburse Fair-Line Consulting Inc. 90% of the full contract amount less any

amount(s) paid up to the point of the termination date.

- In the event the agreement has been paid in full by the Preferred Partner via the one-time bi-annual/annual yearly subscription fee, any monies owed to the Preferred Partner will be prorated to the date of termination and the Preferred Partner will be reimbursed this prorated amount by Fair-Line Consulting Inc.

(ii) By Fair-Line Consulting Inc., at any time and for any reason.

- Termination request must be in writing and submitted by Fair-Line Consulting Inc.
- A minimum of three (3) weeks advance notice in writing must be given to the Preferred Partner by Fair-Line Consulting Inc.
- Any monies owed to the Preferred Partner will be prorated to the date of termination and the Preferred Partner will be reimbursed this prorated amount by Fair-Line Consulting Inc.

Signed:

Primary Assigned Individual / Contact Person of Preferred Partner

Name:

Position:

Signed:

_____ 

Fair-Line Consulting Inc. Representative

Name: Kacy Tettmar

Position: Owner

SCHEDULE "A"

Terms of Agreement Length and Agreement Price

1. Term of Contract Length (check one): Six (6) Months _____ One (1) Year _____

2. Date of Agreement Start / Effective Date: _____ day of _____, 20_____

3. Preferred Partner Packages & Value Service Option(s) (check applicable):

Partner Pack – 2019 Promotion – One (1) Year Term - \$499.00/month plus applicable taxes*: _____

Add a 2nd Subscription: Additional \$499/month - Additional Estimate Allowance \$250K/month: _____

Add a 3rd Subscription: Additional \$499/month - Additional Estimate Allowance \$200K/month: _____

Add a 4th Subscription: Additional \$499/month - Additional Estimate Allowance \$150K/month: _____

Add a 5th Subscription: Additional \$499/month - Additional Estimate Allowance \$150K/month: _____

Any subscriptions above 5: Additional \$499/month - Additional Estimate Allowance \$100K/month: Enter # _____

Partner Pack – 2019 Promotion – Six (6) Month Term - \$559.00/month plus applicable taxes*: _____

CoreLogic / Symbility – Value Service Option - \$59.00/month plus applicable taxes*: _____

Preferred Vendor "OPAN-99" Program – One (1) Year Term - \$99.00+/month plus applicable taxes*: _____

Preferred Vendor "OPAN-99" Program – Six (6) Month Term - \$99.00+/month plus applicable taxes*: _____

CoreLogic / Symbility – Value Service Option - \$59.00/month plus applicable taxes*: _____

4. Terms of Billing and Payment (check one): Monthly/OPAN-99 _____ Bi-Annually _____ Annually _____
(1 Month Free)
(\$499 in Savings)

5. Payment is Due 30 days from the date on the invoice:

I understand that if payment is not received in full by Fair-Line within 45 days of the invoice date that services will be suspended and no further requests will be fulfilled until any outstanding amounts are brought current. I understand that the subscription term and further invoicing for the subscription term and/or any other applicable fees will continue to be billed until the end of the subscription term and that I will be responsible for those payments as well.

Initial: _____

6. Please contact me to sign up with a preauthorized Credit Card Payment at no charge: Yes _____ No _____

I confirm the above **Schedule "A"**.

Initials of Preferred Partner: _____

Initials of Fair-Line Consulting Inc. KCI

*Estimates over \$50,000 and are part of the Preferred Partner Program may be subject to additional charges. Estimates completed as part of the Preferred Partner Program that are a result of a "major event" or "CAT" may be subject to additional charges. Fair-Line reserves the right to cap any unlimited offers at any time. Minimum six (6) month subscription applies on all Preferred Partner Packs. Preferred Partner Packs applies to requests completed via Xactimate Estimating Program. Value Service Option for Core Logic/Symbility only available in conjunction with a selected Preferred Partner Pack. Term of Value Service Option must be the same length as Preferred Partner Pack Selected. A maximum of \$250,000 per month of estimate volume applies to the Preferred Partner Program. If a branch/company/location exceeds this amount, additional charges/subscriptions may apply. Offer may expire at any time. Offer is "per branch/company/location". Exclusive "24 hour Turn Around Time" subject to additional charges. All pricing subject to change. All pricing subject to applicable taxes. Estimates based on scope information available/provided at time of initial request. Annual registration fee off \$249 applies to Preferred Vendor OPAN-99 program. Minimum six (6) month subscription term required for Opan-99 Program. Included Estimates for OPAN-99 Program must be <\$20,000. Fair-Line Preferred Vendor OPAN-99 Program Invoice Amount is based on Total Estimate Value of INITIAL ESTIMATE provided to the client inclusive of any taxes and prior to any applicable deductible/discounts relating to the claim/loss. Additional changes/requests made by the client on estimates completed may be subject to additional charges. Please contact your Fair-Line Specialist for further details.