

Partners4Housing, Inc.

Partner Agreement, free services

This Partners4Housing, Inc. Partner Agreement (the “**Agreement**”) is made and entered into as of the ____ day of _____, 20____ (the “**Effective Date**”) by and between Partners4Housing, Inc., a Delaware corporation (the “**Company**”) located at 13110 NE 177TH PL #184, Woodinville, WA, 98072-5740 , and the undersigned (the “**Partner**”, and together with Company, the “**Parties**”, and each, a “**Party**”), a [PARTNER STATE] [PARTNER ENTITY TYPE] with offices located at [PARTNER ADDRESS].

WHEREAS, Company is a mission-driven organization that helps families of adults with Intellectual and/or Developmental Disabilities (“I/DD”) (“**Families**”) by providing actionable steps for them to receive all the benefits to which they are entitled, prepare for the future, explore housing options, including Section 8 funding and shared living, and to that end has built a suite of services, (the “**Services**”), and

WHEREAS, Company has been funded to provide free Services in Washington state to families with adult family members with I/DD living at home, including families from BIPOC (Black, Indigenous and People of Color) and other historically marginalized communities (“**Eligible Families**”), and

WHEREAS, Partner has a minimum constituency of 200 Eligible Families, desires to offer the Services to its constituents, and has the willingness and capacity to reach out to their constituents and encourage them to use the Services.

NOW, THEREFORE, the Company and Partner agree to the following:

1. DEFINITIONS. Capitalized terms have the meanings set out in this Section, or in the Section in which they first appear in this Agreement.

- 1.1. **Parent(s)**” means, family member, guardians, or advocates of a person with I/DD.
- 1.2. **Recipient**” means the person (typically Parent, as defined above), who receives free Services from Company.
- 1.3. **Services**” means those services of Company that are identified in Schedule 1.

2. PROCESS FOR DISTRIBUTING SERVICES

- 2.1. **Tracking Link.** Company shall provide to Partner a unique tracking link, which shall be identified as Partners4Housing, that Partner may place on its website, social media and other marketing material to direct potential Recipients to the Company website purchase path, where they may sign up for Services.

- 2.2. **Purchase Path:** Company shall provide a purchase path for Eligible Families that automatically reduces the cost of the Services to \$0.
- 2.3. **Cobranding.** The Partner may provide Company with their logo, to cobrand the purchase path, and in so doing provides Company with a limited trademark license.
- 2.4. **Delivery of Services.** Company shall be responsible for performing a Residential Assessment Consultation, as described in Schedule 1. The results of the consultation shall be the property of the Recipient and the Company. Partner may access the results of the consultation if the Recipient chooses to share them.
- 2.5. **Partner Payment.** To assist with outreach to Partner's constituents, Company shall pay to Partner \$100 when Recipient: (i) signs up for Services, and (ii) used Partner's tracking link. At the end of each calendar month, Company shall calculate the amount due to Partner based on the number of Recipients that meet the foregoing requirements and pay Partner for said month within thirty (30) days of the first date of the following month.
- 2.6. **Partner Marketing.** Partner shall, in good faith and at its own expense market, advertise, and promote the free Services to potential Recipients.
- 2.7. **Partner portal.** Company shall provide a web-accessible portal for Partner to view a list of Recipients who have used the Partner's unique tracking link.

3. PUBLICITY

- 3.1. **Publicity.** Either Party may publicly disclose the business relationship created by this Agreement but shall first provide the other Party with an opportunity to review and approve in writing any statement in any press release, or promotion materials. Such approval shall not be unreasonably conditioned or withheld.

4. TERM AND TERMINATION

- 4.1. **3 Year Term.** The term of this Agreement commences on the Effective Date and continues for a period of 3 years or until all the free Services have been used, whichever is sooner. If free Services are available, this Agreement automatically renews for additional successive three (3) year terms unless either Party provides notice of nonrenewal at least one hundred and twenty (120) Business Days before the end of the term.
- 4.2. **Termination for Convenience.** Either party may terminate this Agreement by providing the other party with one hundred and twenty (120) days' written notice.
- 4.3. **Post-Termination Revenue Sharing.** Any revenue sharing obligations shall cease upon termination or expiration of this Agreement.

5. REPRESENTATIONS

- 5.1. **Mutual Representations.** Each Party represents and warrants to the other that: it is duly organized, validly existing and in good standing in the jurisdiction of its formation, and has the full right, power, and authority to enter into and to perform its obligations pursuant to this Agreement.

6. WARRANTIES

- 6.1. **Limited Warranty.** Company shall make certain limited warranties regarding the Services (“**Limited Warranties**”) solely to and for the Recipient’s benefit, which shall be posted on Company’s website pursuant to its Terms of Use (<https://partners4housing.com/terms-of-use>).

7. INDEMNIFICATION

- 7.1. **Mutual Indemnification.** Company shall indemnify, hold harmless, and defend Partner and its officers, directors, employees, agents, successors, and permitted assigns (collectively, "Partner Indemnified Party") against any and all losses incurred by Partner Indemnified Party, arising out of or resulting from any claim of a third party. Partner shall indemnify, hold harmless, and defend Company and its officers, directors, employees, agents, successors, and permitted assigns (collectively, “Company Indemnified Party”) against any and all losses, arising out of or relating to any claim by a third party.

8. LIMITATION OF LIABILITY

- 8.1. **Maximum Liability for Damages.** IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PARTNER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

- 9.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties.
- 9.2. **Waiver.** A waiver of any breach of any of the provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions.
- 9.3. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain valid and fully enforceable according to its terms.
- 9.4. **Relationship of Parties.** The Parties are independent contractors and nothing in this Agreement shall be construed as creating any other relationship between them.
- 9.5. **Notices.** All notices, and other communications pursuant to this Agreement must be in writing and addressed to the other Party at its address set out below. All notices must be delivered by nationally recognized overnight courier or certified or registered mail or by facsimile or email (with confirmation of transmission).

Notice to Company:

13110 NE 177TH PL #184,
Woodinville, WA, 98072-5740

Notice to Partner:

[PARTNER ADDRESS]

- 9.6. **Dispute Resolution.** In the event of any controversy between the Parties, the Parties hereto shall consult and attempt to reach a solution satisfactory to both Parties. If they fail to do so within a period of thirty (30) days, then either Party may submit the dispute for binding arbitration in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) before a single arbitrator in Seattle, Washington using the rules of JAMS that are in effect at the time the arbitration is initiated.
- 9.7. **Governing Law.** The laws of Washington state shall govern this Agreement.
- 9.8. **Force Majeure.** Neither Party shall be liable to any other Party pursuant to this Agreement for any delay or failure to perform its obligations pursuant to this Agreement if such delay or failure arises from any cause(s) beyond such Party’s reasonable control, including labor disputes, pandemic, strikes, acts of God, floods, fire, lightning, utility or communications failures, earthquakes, vandalism, war, acts of terrorism, riots, insurrections, embargoes, or laws, regulations or orders of any governmental entity.
- 9.9. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Partners4Housing, Inc.	[Partner Name]
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 1

SERVICES

Residential Assessment: An online questionnaire completed by the family, which is submitted for review in a one-on-one consultation. The questions and answers are stored in a document that the parents can download and print from a web accessible “**Member Portal**”. The Residential Assessment is also a “future plan” to guide Recipients to help their person with I/DD (“**Loved One**”) to lead a good life. A future plan can help Recipients reach their goals and dreams. Such a plan is important for all families as part of their preparation for when they can no longer provide support for their Loved One with I/DD.

Residential Assessment Consultation: A review and consultation conducted by a person trained to identify gaps in benefits and services, provides actionable information about moving forward with housing, and invite suitable Recipients into the Roommate Matching Pool (a “**Solutions Coordinator**”).

Roommate Matching Pool: An online system where Recipients who are invited to join may find compatible roommates for their Loved One, and compatible Parents with whom to create a shared living home. The creation of a shared living home often requires the provision of additional services by Company.