



## **PARTNERSHIP OPPORTUNITIES** 2020-2021

Omaha REIA, LLC was established in January of 2007 and has been holding regular monthly meetings in the greater Omaha metropolitan areas, including Lincoln and surrounding areas. We started out as a small group (of about eight people) meeting at the Olive Garden and have grown to a stable, reliable resource of education and networking for real estate investors. Our subscribers and attendees consist of full and part-time investors, beginning and experienced investors, attorneys, contractors, accountants, real estate agents, brokers, property managers, rehabbers, bankers, appraisers, and others - all related in some way to real estate. What all these groups of people have in common is the desire for opportunities and growth in real estate investing.

Omaha REIA members have been calling for a database of trusted contacts that can be used in all forms of Real Estate Investing. As leaders of the Omaha REIA for years, we have been giving leads for all types of services. Because of this, we have created the Omaha REIA Card. Not only does this provide a list of contacts for our members but will give them an incentive to use your services or products. We are excited about the collaboration of our networking events and these benefits to quickly grow our member base and your customer list. We ask that all sponsors offer a minimum of a 10% discount to our members through sponsorship.

The Omaha REIA Card will soon be the must-have membership card for ANYONE in the industry. As the Managing Director of Omaha REIA, an investor and a Real Estate Team Leader, I am positive that this card will be the most popular closing gift to provide real estate clients.

As of August 26th, the Omaha REIA has become the only Nebraska Chapter of the National REIA Organization. We currently have over 135 members and over 1300 investors on our mailing list. When you sign with the REIA the Omaha Real Estate investor market will know. Our goal is 500 members in the next 12 months and with your participation, this will happen. Big things are happening with the Omaha REIA and we are excited you are going to grow with us!



- Large sized logo displayed on website sponsor page
- Large sized logo displayed on Pop Up REIA Banner
- Company name and benefit on member card insert
- Company Sponsor Booth at one live REIA event a year
- Social Media Post on private REIA page promoting you as a sponsor of that months REIA event
- Newsletter blast to over 1,500 local Omaha real estate investors
- 2-5 Min Speech at one of our 12 live events a year
- 1st Opportunity to sponsor large events at a discounted gold member rate
- 10 Team Member memberships for 12 months
- Sponsor to provide no less than 10% discount



- Medium sized logo displayed on website sponsor page
- Medium sized logo displayed on Pop Up REIA Banner
- Company name and benefit on member card insert
- Company Sponsor Booth at one live REIA event a year
- Social Media Post on private REIA page promoting you as a sponsor of that months REIA event
- Newsletter blast to over 1500 local Omaha real estate investors
- 4 Team Member memberships for 12 months
- Sponsor to provide no less than 10% discount



- Small logo displayed on website sponsor page
- Small logo displayed on Pop Up REIA Banner
- Company name and benefit on member card insert
- 2 Team Member memberships for 12 months
- Sponsor to provide no less than 10% discount



- Omaha REIA Resource Listing:**
- Small logo displayed on website sponsor page
  - Company name and benefit on member card insert
  - Sponsor to provide no less than 10% discount





Omaha REIA, LLC  
2420 N. 147th St.  
Omaha, NE 68116

Subject to the terms and conditions of this Omaha REIA, LLC Sponsorship Agreement (this "Agreement"), Omaha REIA, LLC ("Omaha REIA") agrees to provide Sponsor the following Sponsorship Packages:

SPONSORSHIP PACKAGE(S)	YEAR(S) OF COMMITMENT	PRICE/YEAR
1. Name of Sponsorship Package (See the attached Schedule of Benefits)		
2. Name of Sponsorship Package (See the attached Schedule of Benefits)		
3. Name of Sponsorship Package (See the attached Schedule of Benefits)		

TOTAL FIRST YEAR FEE:

PAYMENT SCHEDULE:

Fees for all Sponsorship Packages are due and payable as follows: the Price/Year fee set forth above is due and payable in-full in advance on the Effective Date for the first year of the applicable Sponsorship Package and on each anniversary of the Effective Date thereafter for the number of Year(s) of Commitment set forth above for the applicable Sponsorship Package. "Effective Date" means the date that this Agreement is fully executed.

COMPANY NAME: \_\_\_\_\_ ("Sponsor")  
(Print name exactly as it should appear in materials prepared by or on behalf of Omaha REIA, LLC.)

CORPORATE CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

THIS IS A LEGAL, BINDING AGREEMENT. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THE TERMS AND CONDITIONS ARE PART OF THIS LEGALLY BINDING AGREEMENT. I FURTHER UNDERSTAND THAT SPONSOR WILL BE INVOICED IN ACCORDANCE WITH THIS AGREEMENT UPON ACCEPTANCE OF THIS AGREEMENT.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

BY SIGNING THIS AGREEMENT, THE INDIVIDUAL SIGNING ON BEHALF OF SPONSOR CERTIFIES AND WARRANTS THAT THEY ARE AUTHORIZED TO SIGN ON BEHALF OF THE SPONSOR, AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT, UPON THEIR SIGNATURE, THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS, WILL BECOME THE LEGALLY BINDING AGREEMENT OF THE SPONSOR.

Full Corporate Name:

By: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Print Name and Title:

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Accepted by Omaha REIA, LLC

By: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Print Name and Title:

## TERMS AND CONDITIONS

Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue, unless earlier terminated in accordance with these Terms and Conditions until the end of the last Sponsorship Package set forth in the Sponsorship Package(s) table above. Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of notice of such breach. Omaha REIA may terminate this Agreement upon notice to Sponsor if Sponsor does, omits to do, or permits to be done, any act which, in Omaha REIA's discretion, will or may tarnish or bring into disrepute the reputation of or goodwill associated with Omaha REIA.

Payment. Sponsor will be invoiced in accordance with the payment terms set forth above. Sponsor will promptly pay all invoiced amounts. Sponsor shall be responsible to pay any and all sales or other similar taxes to the extent applicable. Expiration or termination of this Agreement does not affect Sponsor's obligation to pay all fees set forth in the Sponsorship Package(s) table above. Benefits Subscribed. Sponsor is investing in one or more Sponsorship Packages as indicated on the first page of this Agreement, subject to the terms and conditions of this Agreement and the "Schedule of Benefits" attached hereto and incorporated herein by reference. Sponsor agrees to comply with all terms of the Schedule of Benefits.

Intellectual Property. Sponsor shall not use the names, trademarks, service marks, copyrights, logos, call letters, trade names or photographs of Omaha REIA or Omaha REIA's facilities, good or services for any purpose, without the express prior written consent of Omaha REIA of each proposed use and any such use must be accompanied by the appropriate trademark, service mark, copyright, or other designation required by Omaha REIA. Any license, consent or permission from Omaha REIA and all such uses by Sponsor shall terminate upon the termination or expiration of the Term. Sponsor hereby grants to Omaha REIA and its officers, directors, employees, agents and contractors a limited license during the Term to (a) advertise and promote the fact that Sponsor is a "sponsor" of Omaha REIA, (b) use, reproduce, adapt, distribute and display any and all names, trademarks, service marks, copyrights, logos, call letters, trade names or photographs of Sponsor or Sponsor's facilities, good or services (collectively, "Sponsor Marks") in connection with advertising and promotion of Sponsor's goods and services as set forth in the Schedule of Benefits, and (c) use, reproduce, adapt, distribute and display Sponsor Marks for any other purpose in accordance with the Schedule of Benefits.

Representations and Warranties. Sponsor represents and warrants that: (a) it is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Sponsor Marks in connection with the Licensed Products in the Territory; and (b) the exercise by Omaha REIA and any of its officers, directors, employees, agents or contractors of the rights and licenses granted under this Agreement will not infringe or otherwise conflict with the rights of any third party. THE SPONSORSHIP PACKAGES TO BE PURCHASED UNDER THIS AGREEMENT ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Indemnification. Sponsor shall defend, indemnify and hold harmless Omaha REIA and its directors, officers, employees, members, agents and affiliates (collectively, the "Indemnitees") against and from all actions, proceedings, claims, demands, damages, liabilities, costs or expenses (including reasonable attorneys' fees) arising out of or related to: any actual or alleged breach of this Agreement by the Sponsor;

infringement, dilution, or other violation of any intellectual property or other personal or proprietary rights of any third party related to the use of Sponsor Marks by Omaha REIA or any of its directors, officers, employees, members, agents or affiliates;

any actual or alleged negligence or more culpable conduct of Sponsor or any of its directors, officers, employees, members, agents or affiliates; and/or

bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions by Sponsor or any of its directors, officers, employees, members, agents or affiliates or related to any equipment or property of Sponsor or any of its directors, officers, employees, members, agents or affiliates.

If any action or proceeding is brought against any Indemnitee by reason of any such claim set forth above, the Sponsor, upon notice from the relevant Indemnitee, shall resist and defend such action or proceeding, using attorneys acceptable to the relevant Indemnitee, provided that the Sponsor may not agree to any settlement of any action or proceeding without the approval of the relevant Indemnitee and Omaha REIA.

Signage, etc. All signage and other materials required for the sponsorship activities set forth in the Schedule of Benefits is the sole responsibility of the Sponsor. Upon termination or expiration of any Omaha REIA event which Omaha REIA permits Sponsor to display signage, Sponsor, at its expense, shall remove all signs identifying Sponsor at such event and, to the extent that there is any property which has been brought onto the premises by Sponsor in the performance of its obligations under this Agreement, Sponsor shall remove such property at the sole expense of Sponsor. Sponsor shall make all removals immediately after the conclusion of such an event and all removals must be completed no later than three hours following the completion of such event or as otherwise instructed by Omaha REIA. Sponsor is solely responsible and liable for any loss or destruction of property of Sponsor, its agents, guests or invitees.

Notices. Notice by any Party hereunder shall be deemed given when: (1) hand-delivered; (2) mailed, postage prepaid, certified or registered, return receipt requested; or (3) sent by guaranteed twenty-four hour delivery service, addressed to the other Party at the addresses appearing on the face of this Agreement; provided that either Party may, by written notice to the other Party as set forth herein, change the address to which any such notice shall be sent.

Waivers, Amendments, etc. No failure or delay by any Party to this Agreement in exercising any right, power or remedy that it may have under this Agreement shall operate as a waiver thereof of any right, power or remedy, nor shall any single or partial exercise by any Party of any such right, power or remedy preclude any other or further exercise thereof of any other right, power or remedy. No waiver of any provision of this Agreement and no consent to any departure therefrom shall be effective unless in writing and signed by each Party hereto, and then such waiver or consent shall be effective only in the specific instances and for the purposes for which such waiver or consent is given and to the extent specified in such writing. No notice to or demand on any Party shall in any case of itself entitle any Party to any other or further notice or demand in similar or other circumstances.

Independent Contractors. Omaha REIA and Sponsor are independent contractors with respect to each other. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between them and any third party.

Parties in Interest. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns, provided that Sponsor may not assign or transfer any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of Omaha REIA.

Governing law. The Parties contemplate that this Agreement will be performed in the State of Nebraska. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Nebraska regardless of whether this Agreement is executed in a state other than the State of Nebraska and regardless of the choice of law and conflict of laws statutes and common law of the state in which this Agreement is executed or the State of Nebraska. Any suit or other proceeding arising out of or relating to this Agreement shall be brought only in the appropriate state or federal courts of the State of Nebraska, County of Douglas.

**WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**LIMITATION OF LIABILITY. IN NO EVENT WILL OMAHA REIA BE LIABLE TO SPONSOR OR ANY THIRD PARTY FOR: (A) ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE AGGREGATE AMOUNTS ACTUALLY PAID BY SPONSOR TO OMAHA REIA UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

Survival. All rights and obligations under the following Sections shall survive any termination or expiration of this Agreement: 2, 6, and 8-20.

No Refunds. Omaha REIA shall have no obligation to refund any amount paid hereunder by Sponsor under any circumstances, including without limitation the cancellation or rescheduling of any event due to weather, acts of God, fire, flood, epidemics, pandemics (including without limitation COVID-19), acts of government or governmental agencies (including without limitation "stay at home", "shelter in place" or similar orders) or any other event beyond the reasonable control of Omaha REIA.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document.

Severability. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction, shall affect any other term or provision of this Agreement or invalidate or render such provision unenforceable in any other jurisdiction.

Non-exclusive. Nothing in this Agreement prohibits Omaha REIA from providing Sponsorship Packages to any third party.

Entire Agreement. This Agreement, together with the Schedule of Benefits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.