

WYNNOW, LLC
AGREEMENT WITH CONTRACTOR FOR CUSTOMER REFERRALS
AND PERSONAL GUARANTEE
(CONSISTS OF ELEVEN (11) PAGES)

THIS AGREEMENT, is made and entered into this _____ day of _____, _____ (the "Effective Date"), by and between WYNNOW, LLC a New Jersey Limited Liability Company, located at 3565 Nesco Road, Hammonton, New Jersey 08037 (hereinafter referred to as "WYNNOW"), and _____, located at _____ (hereinafter referred to as "Contractor").

PREAMBLE

WHEREAS, WYNNOW is in the business of referring contractors to customers of WYNNOW for work a customer requests; and

WHEREAS, Contractor desires to become a service provider for WYNNOW and receive customer referrals from WYNNOW.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their respective successors and assigns, hereby covenant and agree as follows:

1. Services of WYNNOW.

WYNNOW is a contractor administration and referral company that will dispatch Contractor to perform work for Customers of WYNNOW. WYNNOW shall:

(a) Handle all marketing, scheduling, pricing, and billing of Contractor for WYNNOW Customers; and

(b) Receive all payments due Contractor for any and all work performed for WYNNOW Customers. Contractor shall not request, advise, and/or demand any Customer of WYNNOW pay Contractor directly for any work. Contractor expressly irrevocably authorizes WYNNOW to act as Contractor's authorized agent to negotiate, reduce, and/or resolve with any Customer of Wynnow any payments due Contractor from a WYNNOW Customer.

2. Services not provided by WYNNOW.

WYNNOW does not provide the following services:

(a) WYNNOW, in accordance with the terms of this Agreement, is not a general contractor and shall not provide general contractor services.

(b) WYNNOW cannot and will not engage in litigation on behalf of Contractor or offer advice if litigation is instituted by a WYNNOW Customer against Contractor.

Initial _____

(c) WYNNOW does provide any liability, property, and/or worker's compensation insurance coverage for any Contractor. Contractor is obligated to comply with the Insurance Section of this Agreement.

3. WYNNOW Satisfaction

Contractor understands, acknowledges and agrees that WYNNOW may review the work performed by Contractor for a WYNNOW Customer and assist Customer in addressing any work not completed in a workmanlike manner as determined by WYNNOW, in WYNNOW's sole discretion. Contractor agrees to correct any defective work or work not completed in a workmanlike manner as determined by WYNNOW, in WYNNOW's sole discretion, to the satisfaction of WYNNOW. Any refusal by Contractor to correct any work requested by WYNNOW shall act as Contractor's express authorization to WYNNOW to have another contractor correct the work and pay such contractor out of any payment due to Contractor.

4. Cost of Work.

Contractor understands, acknowledges and agrees that WYNNOW shall determine the cost for work requested by a WYNNOW Customer and advise Customer of same. Contractor expressly agrees to perform the work requested by a WYNNOW Customer at the price set forth by WYNNOW. Contractor shall not perform any additional work for a WYNNOW Customer without first contacting WYNNOW to inform WYNNOW of the additional work and receiving a price for same from WYNNOW. WYNNOW shall handle all billing and payments for the work requested. A WYNNOW Customer shall not pay Contractor directly for any work. Contractor understands, acknowledges, and agrees that a WYNNOW Customer shall at all times pay WYNNOW for any and all work. WYNNOW shall, upon receipt of payment from a WYNNOW customer, pay Contractor within three (3) business days. WYNNOW is not obligated to pay Contractor any monies for work performed or material supplied until the WYNNOW Customer has paid WYNNOW in full for the work performed.

5. Term and Termination

The term of this Agreement shall commence upon Contractor's execution, and continue in full force and effect for a period of one (1) year (the "Initial Term"). This Customer Referral Agreement shall renew automatically for successive one (1) year periods without further action by the parties (the "Renewal Term"), unless the Contractor sends written notice to WYNNOW not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

WYNNOW may also terminate this Agreement upon thirty (30) days' notice to the Contractor, for any of the following reasons:

- (a) The Contractor fails to pay any fees or other charges due pursuant to this Agreement in a timely manner; and
- (b) Any breach by the Contractor of any of the provisions contained in this Agreement.

6. Contractor Fee

Contractor shall pay WYNNOW in accordance with the Fee Schedule attached as Exhibit "A" for the services of WYNNOW set forth in Section 1.

7. Method of Performing Work.

Contractor understands, acknowledges and agrees that the Contractor shall determine the method, details and means of performing the work requested by a WYNNOW Customer.

8. Independent Contractor.

Contractor understands, acknowledges and agrees that the Contractor will act as an independent contractor and this Agreement shall not be interpreted to create any employment, partnership, joint venture or other business association between WYNNOW and Contractor. Contractor shall have no authority to contract for or obligate WYNNOW in any way.

9. Contractor Responsibility.

Contractor understands, acknowledges and agrees that Contractor must fully cooperate with WYNNOW and provide all information requested by WYNNOW that WYNNOW deems relevant to the issues involved in this Agreement, in WYNNOW's sole discretion. If a Contractor fails to provide WYNNOW with any documentation or information requested by WYNNOW, then WYNNOW may terminate this Agreement without any further obligation to Contractor.

10. Indemnity of WYNNOW.

Contractor agrees to indemnify and hold WYNNOW and its subsidiaries, officers, employees, representatives and successors harmless from all claims, demands, damages, losses, fines, penalties and expenses including, but not limited to, attorneys' fees incurred by Contractor and/or WYNNOW, due to or arising out of the actions of a WYNNOW Customer which arise out of or in connection with this Agreement and/or the work performed by Contractor for a WYNNOW Customer.

Contractor expressly understands and agrees that WYNNOW and its subsidiaries, officers, employees, representatives and successors shall not be liable to Contractor for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to, damages for loss of profits, good will, use, data or other intangible losses (even if Contractor has been advised of the possibility of any such damages) which arise out of or in connection with work performed by Contractor for a WYNNOW Customer.

11. Insurance.

(a) Liability Insurance. Contractor at its own expense, shall provide and maintain in force during the term in this Agreement, liability insurance in the amount of \$1,000,000 for each occurrence of bodily injury and \$1,000,000 for each occurrence of property

damage, \$2,000,000 aggregate, covering WYNNOW as well as WYNNOW's Customer for any liability for property damage or personal injury arising as a result of the work performed and/or actions of Contractor. This insurance is to be carried by one or more insurance companies authorized to transact business in New Jersey and approved by WYNNOW. WYNNOW shall be named as an additional insured on the policy. Contractor shall provide the insurance policy and proof of payment to WYNNOW prior to the commencement of this Agreement. At least fifteen (15) days prior to the expiration date of any such policy, a certificate of insurance and paid copy of the new or renewed policy, evidencing a new or renewal policy, shall be delivered by Contractor to WYNNOW. Within fifteen (15) days after the premium on any policy shall become due and payable, WYNNOW shall be furnished with satisfactory evidence of its payment. Nothing in this section 11(a) shall prevent Contractor from financing the premiums due and owing on any insurance policy. Contractor shall provide WYNNOW with a certificate of insurance within forty-eight (48) hours of WYNNOW's request for same.

(b) Worker's Compensation. Contractor, at its own expense, shall provide and maintain in force during the term of this Agreement, worker's compensation insurance in the amount of \$1,000,000 per employee for bodily injury, \$1,000,000 per employee for bodily injury by disease and \$1,000,000 aggregate for bodily injury by disease. This insurance is to be carried by one or more insurance companies authorized to transact business in New Jersey and approved by WYNNOW. WYNNOW shall be named as an additional insured on the policy. Contractor shall provide the insurance policy and proof of payment to WYNNOW prior to the commencement of this Agreement. At least fifteen (15) days prior to the expiration date of any such policy, a certificate of insurance and paid copy of the new or renewed policy, evidencing a new or renewal policy, shall be delivered by Contractor to WYNNOW. Within fifteen (15) days after the premium on any policy shall become due and payable, WYNNOW shall be furnished with satisfactory evidence of its payment. Nothing in this section 11(b) shall prevent Contractor from financing the premiums due and owing on any insurance policy. Contractor shall provide WYNNOW with a certificate of insurance within forty-eight (48) hours of WYNNOW's request for same.

(c) Automobile Insurance. Contractor, at its own expense, shall provide and maintain in force during the term of this Agreement, automobile insurance in the amount of \$500,000 per occurrence, \$1,000,000 aggregate, covering WYNNOW as well as WYNNOW's Customer, for any liability or personal injury arising as a result of the work performed and/or actions of Contractor. This insurance is to be carried by one or more insurance companies authorized to transact business in New Jersey and approved by WYNNOW. WYNNOW shall be named as an additional insured on the policy. Contractor shall provide the insurance policy and proof of payment to WYNNOW prior to the commencement of this Agreement. At least fifteen (15) days prior to the expiration date of any such policy, a certificate of insurance and paid copy of the new or renewed policy, evidencing a new or renewal policy, shall be delivered by Contractor to WYNNOW. Within fifteen (15) days after the premium on any policy shall become due and payable, WYNNOW shall be furnished with satisfactory evidence of its payment. Nothing in this section 11(c) shall prevent Contractor from financing the premiums due and owing on any insurance policy. Contractor shall provide WYNNOW with a certificate of insurance within forty-eight (48) hours of WYNNOW's request for same.

(d) Remedy for Failure to Provide Insurance. Contractor shall furnish WYNNOW with paid copies of the insurance policies and certificates of all insurance required by this Section 11. If Contractor does not provide such policies and certificates in accordance with Sections 11(a-c) or if Contractor allows any insurance required under this Section 11 to lapse, WYNNOW may, at its option, take out and pay the premiums on the necessary insurance to comply with Contractor's obligations under the provisions of this Section 11. WYNNOW is entitled to reimbursement from Contractor for all amounts spent by it to procure and maintain such insurance, with interest at a rate of twenty percent (20%) per annum until reimbursement by Contractor.

(e) Hold Harmless Clause. Contractor agrees to indemnify and hold WYNNOW harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense of such claims and demands, arising from the conduct or work of Contractor, or from any breach on the part of Contractor of any conditions of this Agreement, or from any act or negligence of Contractor, its agents, employees, subcontractors, subtenants, invitees, or licensees, or in connection with any loss of life, bodily or personal injury or damage to property arising out of, from, or on account of any occurrence in, upon, about, at, or from the work. In case of any action or proceeding brought against WYNNOW by reason of any such claim, Contractor, on notice from WYNNOW, agrees to defend the action or proceeding by counsel acceptable to WYNNOW.

12. Nondisparagement.

Contractor agrees not to make, publicly or privately, any disparaging or derogatory remarks or otherwise make statements that would injure the business or reputation of WYNNOW, WYNNOW's employees or officers, including but not limited to comments on social networking sites (i.e. Facebook, Myspace, LinkedIn, Twitter and/or blogs). This includes statements made by Contractor directly or indirectly or by Contractor's employees, agents or representatives. Contractor further acknowledges that this Non-Disparagement paragraph is of substantial significance to WYNNOW and if Contractor were to breach this provision it will result in substantial harm to WYNNOW. Consequently, if such breach is proven, then Contractor shall be liable to WYNNOW for reasonable attorneys' fees and any and all costs WYNNOW incurs to establish such breach along with damages of, at a minimum, Ten Thousand Dollars (\$10,000.00), as well as any other damages and/or injunctive relief ordered by a Court. This Non-Disparagement paragraph shall survive any termination of this Agreement for Customer Referrals and any breach of this Agreement for Customer Referrals.

Contractor understands and agrees that this Non-Disparagement provision is important to WYNNOW, and forms a germane and integral part of this Agreement for Customer Referrals. The absence of this Section 12 would have resulted in WYNNOW refusing to accept Contractor as a service provider and refusing to enter into this Agreement for Customer Referrals.

13. Contractor's Covenant not to Solicit Work from WYNNOW Customers.

During the term of this Agreement for Customer Referrals, and after termination of this Agreement for Customer Referrals, Contractor shall not, directly or indirectly, solicit any

Customers of WYNNOW for any reason. This covenant on the part of Contractor shall be construed as an agreement independent of any other provision of this Agreement; and the existence of any claim or any cause of action of Contractor against WYNNOW, whether predicated on this Agreement or otherwise, shall not constitute a defense to WYNNOW's enforcement of this covenant.

Contractor further acknowledges that this covenant not to solicit WYNNOW's Customers Section is of substantial significance to WYNNOW and if Contractor were to breach this provision it will result in substantial harm to WYNNOW. Consequently, if such breach is proven, then Contractor shall be liable to WYNNOW for reasonable attorneys' fees and any and all costs WYNNOW incurs to establish such breach along with damages of, at a minimum, Ten Thousand Dollars (\$10,000.00), as well as any other damages and/or injunctive relief order by a Court. This covenant not to solicit WYNNOW's Customers Section shall survive any termination of this Agreement for Customer Referrals and any breach of this Agreement for Customer Referrals.

Contractor understands and agrees that this covenant not to solicit WYNNOW's Customers provision is important to WYNNOW and forms germane and integral part of this Agreement. The absence of this Section 13 would have resulted in WYNNOW refusing to accept Contractor as a service provider and refusing to enter into this Agreement for Customer Referrals.

14. Entire Agreement and Governing Law.

This Agreement contains the entire Agreement between WYNNOW and Contractor relative to its subject matter, superceding all prior Agreements or understandings of the parties relating thereto, and this Agreement shall be governed by the laws of the State of New Jersey and enforced in the Superior Court of New Jersey, Atlantic County.

15. Consent to Jurisdiction and Venue.

Both parties hereby consent and agree to be bound that any litigation with respect to any aspect of this Agreement shall be filed in the Superior Court of New Jersey, Atlantic County, located at 1201 Bacharach Blvd., Atlantic City, New Jersey. The parties and each signatory acknowledge that each has had an opportunity to consult with independent counsel with respect to this paragraph.

16. Waiver.

Any term or provision of this Contract may be waived in writing at any time by the party entitled to the benefit thereof. Failure of either party at any time to require performance of any provision of this Contract shall not affect its right at a later time to enforce such provision. No consent or waiver by either party to any default or to any breach of a condition contained in this Contract shall be deemed or construed to be a consent or waiver of any other breach or default.

17. Notices.

All notices and other communications provided for in this Agreement that one party intends to give to the other party shall be in writing and shall be considered given when mailed via certified mail return receipt requested or personally delivered at the addresses set forth in the first paragraph of this Agreement (or to such other addresses as the parties shall designate by notice hereunder) or emailed with an acknowledgment from the recipient confirming receipt of same.

18. Interpretation of Contract.

This Contract is deemed to reflect the joint drafting efforts of both parties and in the event any dispute arises regarding this Agreement or its interpretation, both parties shall be considered joint authors of this Contract and no provisions shall be interpreted against either party because of authorship.

19. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Severance.

If any provision of this Agreement is prohibited by law or adjudged by a Court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

21. Binding Effect.

This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities, such as their heirs or the Executors of their Estate.

22. Waiver of Right to Trial by Jury.

Both parties hereby waive any right to request a trial by jury in any litigation with respect to any aspect of this Agreement. The parties and each signatory acknowledge that each has had the opportunity to consult with independent counsel with respect to this waiver.

23. Waiver of Right to File or Participate in Class Action.

Both parties hereby waive any right either may have now or in the future to file or participate in any class action of any kind, against one another, concerning any matter based on contract, tort, statutes, regulations, ordinances, or any other basis. The parties

and each signatory acknowledge that each has had the opportunity to consult with independent counsel with respect to this waiver.

24. Indemnification for Jury Trial or Class Action.

In the event either party breaches this Agreement by not complying with the jury trial or class action waiver, the breaching party agrees to indemnify, defend and hold harmless the non-breaching party for all attorneys' fees and costs incurred at any trial or appellate level to defend such action and/or to enforce these provisions. The waiver of jury trial and class action provisions shall be irrevocable unless waived specifically in writing signed by both parties.

25. Modifications.

This Agreement may not be modified, altered, amended, or changed except by an instrument in writing duly and validly executed by the parties hereto.

26. Headings.

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

27. Assignment of Rights.

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, cooperation, or other entity without the prior, express, and written consent of the other party.

28. Home Improvement Contract Notices (applicable to residential or non-commercial property).

It is Contractor's responsibility to make sure any agreement, proposal and/or estimate executed between Contractor and a Customer of WYNNOW complies with the New Jersey Contractor's Registration Act and New Jersey Consumer Fraud Act and the regulations promulgated thereto. Contractor agrees to defend and hold WYNNOW, its subsidiaries, officers, employees, representatives, and successors harmless from all claims, demands, damages, losses, fines, penalties, and expenses including, but not limited to, attorneys' fees incurred by WYNNOW due to or arising out of Contractor's violation of any state, federal, and/or municipal statutes, ordinances, and/or rules and regulations.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON NEXT PAGE]**

29. Signatures.

WYNNOW and Contractor understand and agree to the terms of this Agreement for Customer Referrals. This Agreement shall be executed by facsimile or e-mail (PDF format), if necessary.

WYNNOW, LLC

Date

By:_____

Print Name/Title

CONTRACTOR

Date

By:_____

Print Name/Title

[PERSONAL GUARANTEE ON PAGES 10 & 11]

PERSONAL GUARANTEE

In order to induce WYNNOW to enter into this Agreement for Customer Referrals with Contractor the undersigned (“Guarantor(s)”) unconditionally guarantee and agree to be responsible for all payments when due of any and all indebtedness of Contractor to WYNNOW in accordance with Contractor’s responsibilities and obligations under this Agreement for Customer Referrals. The word “indebtedness” is used herein in its most comprehensive sense and includes any and all obligations and liabilities of Contractor pursuant to this Agreement for Customer Referrals. The obligations of Guarantor(s) hereunder are joint and several, and independent of the obligation of Contractor, and a separate action or actions may be brought and prosecuted against Guarantor(s) whether or not action is brought against Contractor and whether or not Contractor be joined in any such action or actions. Guarantor(s) waive(s), to the full extent permitted by law, the benefit of any statute of limitations effecting their liability hereunder or the enforcement thereof.

This Guarantee and the liability and obligations of Guarantor(s) hereunder are binding upon Guarantor(s) and his/her/their respective heirs, executives, administratives, successors and assigns, and inure to the benefit of and are enforceable by WYNNOW, and it’s successors, transferees and assigns. If any other provisions of this Guarantee shall contravene or be held invalid under the laws of any jurisdiction, this Guarantee shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Each Guarantor consents to jurisdiction in the Superior Court of New Jersey, Atlantic County. **Each Guarantor expressly waives any and all rights to a jury trial.**

Corporate / Company Title following signature does not negate this personal guarantee.

Guarantor #1:

Signature

Witness Signature

Print Name

Print Name Date

Social Security Number

Title

**(Signature Lines for Other Guarantors on Page #11)
Personal Guarantee (Continued)**

Guarantor #2:

Signature

Witness Signature

Print Name

Print Name Date

Social Security Number

Title

Guarantor #3:

Signature

Witness Signature

Print Name

Print Name Date

Social Security Number

Title

Guarantor #4:

Signature

Witness Signature

Print Name

Print Name Date

Social Security Number

Title