



# Blazevic Funding Group

*Creative Solutions for Real Estate Investors.*

## THREE YEAR LIMITED MEMBERSHIP AGREEMENT

**THIS THREE YEAR LIMITED MEMBERSHIP AGREEMENT** (hereinafter referred to as "Agreement") is made by and between BLAZEVIC FUNDING GROUP, LLC., a Delaware Limited Liability Company (hereinafter referred to as "Blazevic Funding Group" ) and \_\_\_\_\_ (hereinafter referred to as "Client" or "you" or "your") with mailing address of

\_\_\_\_\_, and phone number \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2010. **PLEASE TAKE TIME TO**

**READ THIS ENTIRE AGREEMENT THOROUGHLY IN ORDER TO GET THE MOST OUT OF SERVICES WHICH SHALL BE PROVIDED BY BLAZEVIC FUNDING GROUP.** The terms set forth hereinbelow form part of our membership and support agreement. There may be other documents attached which do not replace or supersede this Agreement; rather, they complement this Agreement. Please execute this Agreement and return it to Blazevic Funding Group through ground mail, facsimile or email.

**1. Services:** Upon execution of this Agreement, unlimited support will be available to you as needed in connection with real estate investment strategies, related coaching, and assistance in connection with obtaining financing for real estate investments by telephone during normal business hours of Blazevic Funding Group from 9 am to 5 pm **PST**, and after-hours by appointment only. You may also send your queries through emails which shall be answered by Blazevic Funding Group within a reasonable time. Email inquiries are only acceptable for a brief question not exceeding 200 words, or if you need to clarify a point, or need to request support service on a particular issue. Please remember to include your telephone number and full name in your request; or, your reply may be delayed. You expressly acknowledge that three-year membership for support services described herein are non-transferable and may not be shared with any other investor, business entity or any other individual other than the named Client in this Agreement. You will have access to certain special financing programs based on availability of such programs and your eligibility. You expressly acknowledge that Blazevic Funding Group is not a licensed real estate or mortgage broker and that Blazevic Funding Group may refer you to an independent contractor who may be a licensed professional eligible to offer such services to you. You expressly agree and acknowledge that Blazevic Funding Group makes no representations whatsoever that you will achieve your financial goals or financially gain in your real estate investments. Blazevic Funding Group provides independent investment strategies, related coaching, and assistance based on its experience in real estate industry and success in past transactions. The three-year membership shall commence on the date of execution of this Agreement and payment of the entire compensation stated hereinabove and shall terminate in accordance with the terms of this Agreement or upon death or dissolution of the Client or upon dissolution of Blazevic Funding Group or upon refund of any portion of the compensation or upon



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mutual consent of Client and Blazevic Funding Group. Blazevic Funding Group reserves the right to refuse membership to anyone and for any reason whatsoever. Blazevic Funding Group reserves the right to terminate any membership for any reason and without prior notice to Client. Refunds will be issued in cases of termination by Blazevic Funding Group.

**2. Compensation:** Client expressly acknowledges that the Client shall pay a non-refundable fee subject to Refund Guaranty stated hereinbelow in the amount of U.S. \$750.00 to Blazevic Funding Group for the three-year membership for services described hereinabove. Upon payment of U.S.\$750.00 no other monthly fees shall be assessed. Compensation may be paid through credit card, debit card, cashier's check, money order, personal check, or wire transfer. Client shall pay to Blazevic Funding Group all compensation no later than 15 days of the date of execution of this Agreement. Failure of Client to pay any compensation within 15 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the services provided by Blazevic Funding Group and it shall be sufficient cause for immediate termination of this Agreement by Blazevic Funding Group. Any such suspension will in no way relieve Client from payment of compensation, and, in the event of collection, Client shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, courts costs, and collection agency fees.

**3. Independent Contractor Relationship:** Any other provision of this Agreement to the contrary, notwithstanding, this Agreement does not constitute a hiring by either party nor does it constitute an Agreement of employment. The parties' intention is that Blazevic Funding Group be an independent contractor and not the employee of Client. Blazevic Funding Group shall retain sole and absolute discretion in the manner and means of carrying out the services described herein. This Agreement shall not be construed as a partnership or joint venture and neither party hereto shall be liable for any obligations incurred by the other party except as expressly provided herein. Unless otherwise required by applicable law, Client shall not withhold from Blazevic Funding Group's compensation any amounts for social security or federal or state income taxes.

**4. Refund:** You may cancel your membership for services described herein at any time after 36 calendar months from the date of execution of this Agreement. If you choose not to utilize the service in whole, or in part, for any portion of the initial 36-month period, you will not be entitled to a refund in whole, or in part. Within 60 days of your 36-month anniversary date, provided you have completed the initial 36 month period as a member, if you have not collected at least your initial investment of \$750.00 in cumulative earnings (through deals submitted with assistance of Blazevic Funding Group), you may then request a refund of the difference between your initial investment and the total amount earned on any combination of transactions. Any losses incurred



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may not be subtracted from the cumulative earnings when calculating any possible refund. Upon submission of any refund request, Blazevic Funding Group will automatically terminate your three-year membership and all associated benefits.

**5. Refund Guarantee:** You expressly acknowledge that compensation is non-refundable but it is subject to the terms of this Refund Guarantee. This Refund Guarantee applies solely to the compensation in the amount of U.S. \$750.00 for an existing member of Blazevic Funding Group. It does not include any additional funds you may invest or any losses incurred by you while a member. During the initial 36 consecutive months from the date of execution of this Agreement, your earnings collected through deals submitted through Blazevic Funding Group will be tallied by Blazevic Funding Group. Once you exceed U.S. \$750.00 in collective earnings, you will no longer be eligible for a refund in whole or in part. Only positive gains will be tallied by Blazevic Funding Group. Any possible costs or losses will not be subtracted from your guaranteed earnings of U.S. \$750.00. For example: If you have received U.S. \$650.00 from your real estate investments within 36 months and incurred U.S. \$300.00 in losses or expenses, then you will only be eligible for a refund of U.S.\$100.00 difference between what you paid initially (U.S. \$750.00) and cumulative, positive earnings (U.S \$650.00). If after 36 consecutive months of active three-year membership you have not earned your initial \$750.00 back, then you will have 60 days to request a refund of the difference between what you paid and what you earned. **IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS GENEROUS REFUND GUARANTEE BEFORE YOU EXECUTE THIS AGREEMENT.** Please note your membership investment represents a commitment to you and to your goals. We want you to succeed. As such, your membership fee is non-refundable, except as provided above.

**6. Confidentiality:** Blazevic Funding Group will respect the confidentiality of your information, except as otherwise authorized by you, or as required by law. Blazevic Funding Group will obtain your permission prior to releasing the name or identifying information of Client for purpose of reference or testimonial. Blazevic Funding Group does not sell your information.

**7. Liability:** Blazevic Funding Group assumes no liability for your actions and decisions. By accepting the terms of this Agreement, you agree to hold Blazevic Funding Group, its affiliates, assigns clients, officers, members, successors, and representatives harmless. All liability is assumed by you. You expressly acknowledge that you have no authority to make any management or operational or administrative or financial decisions on behalf of Blazevic Funding Group. You will need to carefully evaluate the consequences of various real estate investment options or strategies offered by Blazevic Funding Group and make your own decision on how you will invest your monies in the real estate market. Blazevic Funding Group makes no representations or warranties that any of the methods, suggestions, instructions, or activities will work in any particular way



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or under any specific circumstances. Results will vary from member to member and results are not guaranteed. You acknowledge and agree that you will not hold Blazevic Funding Group, its affiliates, assigns clients, officers, members, successors, and representatives liable for any losses or costs incurred by you, or for any event that results in financial or emotional stress, or distress, caused either directly or indirectly, and in relation to the membership or any support provided by Blazevic Funding Group . You agree to indemnify Blazevic Funding Group, its affiliates, assigns clients, officers, members, successors, and representatives in the event of any such claim including, but not limited to, any claims made against the same by any person related to or associated with you including, but not limited to, your customers, clients, business entities and/ or referrals.

**8. Non-Impairment of Goodwill.** During and after the term of this Agreement, Client shall not disparage, in any manner or respect, Blazevic Funding Group or the financial soundness and responsibility, personnel or practices of Blazevic Funding Group's business.

**9. Other Activities.** Blazevic Funding Group may engage in other activities for compensation during the term of this Agreement so long as those activities do not conflict with the responsibilities or limitations agreed to by Blazevic Funding Group herein.

**10. Mediation and Arbitration.** Any disputes between the parties hereto, whether arising under this Agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

**10.1** Referred to a court certified mediator, at the principal office of Blazevic Funding Group, and any mediation shall be held in Phoenix, Arizona, at the principal office of Blazevic Funding Group. The parties shall share equally in the cost of said mediation.

**10.2** In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in Phoenix, Arizona, at the principal address of Blazevic Funding Group. The arbitration shall be held in the County of the principal office of Blazevic Funding Group. Blazevic Funding Group shall recover all fees and costs of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The



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decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties.

**10.3** If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.

**10.4** Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

**11. Interpretation of this Agreement.** The parties acknowledge that this Agreement is the product of mutual efforts by the parties and their respective agents. This Agreement shall be interpreted neither more favorable in favor of one party, nor less favorably in favor of another party.

**12. Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, Agreements and understandings, whether oral or written, with respect to its subject matter.

**13. Modification.** No change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.

**14. Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

**15. Benefits; Binding Effects.** This Agreement shall inure to the benefit of and be binding upon Client, its successors and assigns, including, without limitation, any person, partnership or corporation which may acquire all or substantially all of Client's assets.

**16. Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the State of Delaware.

**17. No-Waivers.** The written waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the written waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or



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remedy upon the occurrence of any subsequent breach. All waivers under this Agreement must be in writing and signed by the parties hereto.

**18. Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**19. Governing Law.** This Agreement shall be governed by the laws of the State of Delaware (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

**20. Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

**21. Original Copy.** A facsimile or electronic copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

**CLIENT:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

**BLAZEVIC FUNDING GROUP, LLC.**

By: \_\_\_\_\_

Operating Manager



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**ADDITIONAL INFORMATION QUESTIONNAIRE**

How did you hear about Blazevic Funding Group?


What is the name of associate you are working with?


What is your primary goal or focus?




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## Credit Card Charge Authorization Form

I (we) hereby authorize Blazevic Funding Group to charge a total of \$750.00 to my Credit Card listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Blazevic Funding Group is notified by me (us) in writing to cancel it in such time as to afford Blazevic Funding Group and Credit Card company a reasonable opportunity to act on it.

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(Name - PLEASE PRINT AS APPEARS ON CARD)

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(Complete Billing Address - PLEASE PRINT) (#, Street, City, State, Zip)

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(Complete Mailing Address – IF DIFFERENT THAN BILLING ADDRESS)

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(Billing Phone Number - PLEASE PRINT )

(Alternate Contact Phone Number)

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(Email - PLEASE PRINT)

Payment form: Visa / MasterCard

Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Three Digit Security Code: \_\_\_\_\_

\* I have read and agree to the terms and conditions of the Blazevic Funding Group Membership Agreement.

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(Signature)

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(Effective Date)