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This contracted venture agreement between **Commercial Services Alliance**, hereinafter referred to as **The Alliance** and _____, hereinafter referred to as Service Provider, will operate according to the following process:

- 1. CSRA Business Services** will be responsible for all advertising, scheduling and promotional duties, including listing on appropriate websites. The Alliance may, upon request of a service provider, act as point of contact for payments and remittance.
- 2. The purpose of The Alliance** is to act as a referral source for alliance service providers and to act as liaison between service providers and alliance clients as required or requested by the service provider and/or client.
- 3. The Alliance shall bear no liability** resulting from a transaction between an alliance service provider and a client unless such transaction has The Alliance as primary performance provider or guarantor.
- 4. Alliance service providers** shall not be liable for any debt incurred by The Alliance.
- 5. Alliance service providers must provide** one copy of their current business license or a copy of the previous year's license. All service providers must be currently licensed or become licensed prior to becoming eligible for referrals.
- 6. Clients who contact The Alliance or any service provider thereof** in search of services offered by service providers of **The Alliance** will be referred to the appropriate provider according to a schedule to be devised in consultation with all providers.
- 7. In the event that a service provider** is unable or unwilling to perform a transaction as assigned by The Managing Partner and/or the prospective client, such referral shall be passed to the next available qualified provider in turn.
- 8. Any service provider who refers a prospective client** to any service provider of The Alliance shall be entitled to one half (5%) the prescribed referral fee (10%) upon completion of the transaction.
- 9. Any transaction completed by a service provider**, if qualified under (8), above, whether or not completed, shall be reported to the Managing Partner as soon as possible for recording as a transaction of The Alliance.
- 10. Any transaction arising as a result of efforts of a provider** and executed by any referred member of The Alliance shall result in a referral fee of 5% to be paid to the provider within 10 days of completion of the project.
- 11. Providers who complete a transaction** that originates through contact with or mention of The Alliance, its advertising vehicles or word of mouth shall pay, upon completion of the transaction, a referral fee of 10% (ten percent) of the transaction amount. Such payment, subject to (8), above is due within ten days of receipt of payment by the service provider.
- 12. Service provider may not solicit** business apart from The Alliance if initial contact with that client resulted from contact with The Alliance as stated in (3), above. Client may not contact such client apart from the auspices of The Alliance management.
- 13. Service providers are not prevented** from conducting their normal business, even if in

direct competition with The Alliance and/or its service providers, except that in addition to the restrictions stated in (4), above, providers may not use information gained as a result of participation in any transaction, completed or not, with The Alliance or any of its service providers.

A. Any transaction found to be in violation of this agreement shall be deemed and treated as a transaction completed through The Alliance and shall be subject to the provisions as stated herein regarding payments and notifications.

14. A service provider may withdraw from The Alliance at any time and without cause. Any balance remaining in the withdrawing member's capital account, less any outstanding debt or obligation to The Alliance, shall be remitted to the service provider not sooner than 15 days after the date of withdrawal nor later than 30 days after the date of withdrawal.

15. The Alliance shall commence on the ___ day of _____, 2012 and shall terminate on the 1st day of January, 2013 unless sooner terminated by 60% of the voting membership.

In witness whereof, the parties below have signed and sealed this Agreement. Executed by the signing parties with the intent of being legally bound.

For Commercial Services Alliance

Date

For Service Provider

Date