THIS PARTNERING INVESTMENT AGREEMENT (“Agreement”) is made this [xx] day of [xx] 202[x], (“Effective Date”), by and between [insert name] (“Company”) and [insert name] (“Investor”), also referred to individually as a “Party”, and together as the “Parties”.

**WHEREAS**, the Company will purchase renovated homes in [insert location], priced at [e.g., 75%] (or below) of their appraised value (the “Homes”).

**WHEREAS**, the Investor is contributing his services to the Company for the purpose of the resale of the Homes.

**NOW, THEREFORE**, the Parties intend to be legally bound and agree as follows:

**The Investment Services**: Upon the Effective Date and throughout the term of this Agreement, Investor shall use its best efforts to provide the following services for the resale of the Homes: [e.g., management and coordination of construction services, maintenance].

**Profit Sharing**: In exchange for the Investor’s services, the Company shall pay the Investor [e.g., ten percent (10%)] of all cash distributions (i.e., dividends, refinance proceeds, and sale proceeds) received by the Company from the Homes.

The Company shall have sole discretion and authority over when the Homes will be sold and when the profit-sharing distributions are made in whatever manner they determine appropriate.

If the Company shows a profit on its tax forms from the resale of the Homes, but such profits are allocated and reinvested for the purpose of the purchase of additional homes, then the Company may in its discretion not pay the Investor the profit share distribution at such time.

Profit sharing does not provide the Investor with any equity ownership in the Homes, or the Company, or entitle Investor to participate as a manager of the Company.

Each party will pay their own taxes for any payments received under this Agreement.

**Term**: This Agreement shall begin on the Effective Date and shall continue for the life of the Company. The Company may be dissolved and liquidated by its members at any time, in the sole discretion of its members for whatever reason. Upon the Company’s dissolution or liquidation, this Agreement shall cease, profit sharing payment shall be reconciled, and the Parties shall have no continuing obligation to each other.

**Termination**: This Agreement may be terminated at any time upon:

1. dissolution or liquidation of the Company;
2. the sale, transfer, or assignment of substantially all of the assets of the Company;
3. by either Party if a Party has materially breached this Agreement.

If this Agreement is terminated for Investor’s material breach (e.g., Investor is not properly performing its services), then this Agreement shall cease, including the compensation payments to Investor and all money due to the Investor shall be retained by the Company as consideration for the execution of this Agreement and as agreed liquidated damages in full and final settlement of any and all claims for damages. Except for the obligations that survive, the Parties shall have no further liability to each other.

**Disclaimer**: THE COMPANY DOES NOT GUARANTY THAT THIS AGREEMENT WILL BE FINANCIALLY PROFITABLE. THE COMPANY WILL NOT BE LIABLE TO INVESTOR IN ANY WAY FOR ANY FINANCIAL RESULTS UNDER THIS AGREEMENT.

**Limitation of Liability**. THE COMPANY PROVIDES THIS AGREEMENT ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE INVESTOR FOR ANY INJURIES, LOSSES, CLAIMS, OR INDIRECT DAMAGES, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES OUT OF OR ARE ANY WAY CONNECTED WITH THIS AGREEMENT.

IN NO EVENT SHALL THE COLLECTIVE AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATED ENTITIES, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS ($100.00). THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY FOR FAILURE OF ITS ESSENTIAL PURPOSE.

**Investor Indemnity**: THE INVESTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE COMPANY, ITS’ AFFILIATED ENTITIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF THE COMPANY HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES, CLAIMS, DEMANDS, LIABILITIES, SUITS OR ACTIONS (INCLUDING ALL REASONABLE EXPENSES AND ATTORNEY’S FEES) ARISING OUT OF OR RELATED TO INVESTOR’S PERFORMANCE UNDER THIS AGREEMENT.

[**No Employment Relationship**](https://www.lawinsider.com/clause/no-employment-relationship): Both Parties agree that this Agreement does not create any employment relationship. Neither Party has the authority to make any representations or commitments on behalf of the other Party.

**Confidentiality**: Upon the Effective Date, and forever thereafter, the Parties shall treat and hold as confidential any and all information considered to be proprietary or confidential in nature.

**Non-Disparagement**: Upon the Effective Date, and forever thereafter, the Parties shall not make any statements or representations, directly or indirectly, in writing, orally, or otherwise, which may disparage the other Party.

**Non-Competition**: Upon the Effective Date, and for a period of six (6) months following the termination of this Agreement, the Investor shall not, directly or indirectly, engage in any business that would be considered similar in nature to and competitive with the Company.

**Non-Solicitation**: Upon the Effective Date, and for a period of six (6) months following the termination of this Agreement, the Investor shall not, either directly or indirectly, hire or attempt to hire any employee, contractor, or vendor of the Company.

**Assignment**: Neither Party may assign or delegate rights or duties hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, the Company may assign this Agreement to any affiliate of the Company without prior consent of the Investor.

**Dispute Resolution**: The Parties agree to timely, cost effectively and amicably resolve any dispute that arises under this Agreement. If no resolution is reached within 10 business days, then either Party may arbitrate this dispute. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of The American Arbitration Association (AAA) by one arbitrator appointed in accordance with the Rules. Meetings shall be conducted via remote video conferencing. This Agreement shall be governed by the laws of the State of Florida.

**Changes and Entire Agreement**: This Agreement constitutes the entire agreement between the Parties and any changes will be mutually agreed to in writing.

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

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Investor Company