

ResidentRated Terms of Use

ResidentRated is located at 2900 Lone Oak Parkway, Suite 120, Eagan, MN 55121 (the "ResidentRated").

Services Provided

1. The Customer agrees to engage ResidentRated to provide the Customer with services (the "Services") consisting of: resident surveys (which also may be sent to alternative contact people), measuring satisfaction with the building, their living area and services; experience related to moving in, moving out, renewal or maintenance. Collecting survey responses and reporting results to designated personnel of the Customer.

2. The Services will also include any other tasks which the Parties may agree on.

Term of Agreement

1. The term of this Agreement (the "Term") will begin on the date of the Contract and will remain in full force and effect indefinitely until terminated as provided in the Contract.

2. In the event that either Party wishes to terminate the Agreement, that Party will be required to provide 30 days notice to the other Party.

3. Except as otherwise provided in the Agreement, the obligations of the ResidentRated will end upon the termination of the Agreement.

Performance

The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

Compensation

1. Total compensation from Customer to ResidentRated for all services is outlined in the Contract.

Confidentiality

1. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer. This includes specific resident names or resident information.

2. Resident*Rated* agrees that they will not disclose, divulge, reveal, report or use for any purpose, any Confidential Information which the Resident*Rated* has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

3. All written and oral information and material disclosed or provided by the Customer to the Resident*Rated* under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Resident*Rated*.

4. Resident*Rated* retains the right to access data and information that does not identify a specific resident or a specific building or property manager. Bulk information or bulk data may be used for researching market trends over time.

5. The Customer may designate employees or others to view reports, and viewing of reports is limited on the customer side to those people designated by the Customer.

Access to Information after Contract Termination

1. Upon the expiration or termination of this Agreement, the Customer will have seven days to retrieve any reports or information from the Resident*Rated* service portal. After that period, their access to the Resident*Rated* portal will be terminated. Exports will be in the form of CSV files of raw data and PDFs of reports.

Capacity/Independent Contractor

1. In providing the Services under this Agreement it is expressly agreed that Resident*Rated* is acting as an independent contractor and not as an employee. Resident*Rated* and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement.

Dispute Resolution

1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Minnesota. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction in Minnesota.

Modification of Agreement

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

Assignment

1. The ResidentRated will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Dated and effective July 28, 2018