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## **What is Home Owners Plus?**

The HOP program is a preferred vendor service designed to connect highly qualified vendors to homeowners who have various vendor needs. Having a solid recommendation from a real estate agent and providing quality service will ensure you are used again and again. Many vendors in the program receive a majority of their business through Home Owners Plus.

By marketing directly through Home Real Estate ® and Woods Bros Realty ® vendors have access to over 60% of the home buyers and sellers in the Lincoln, Nebraska real estate market during their transaction and after the sale. The direct marketing that is provided to the vendor reflects the professionalism of the agents and provides a value add for their clients during the home purchase and sale process.

Our exclusive program includes two-stage marketing. Initially, our vendors are marketed directly to hundreds of our real estate agents, positioning our vendors as the best in their industry based on agent referrals and public reviews. We attempt to select no more than two/three vendors per industry\*. This means more exposure and less competition as an agent-preferred vendor in your industry. Second, the HOP program continues to offer services to all homeowners who use Home Real Estate or Woods Bros Realty to complete their transaction.

## **How do I become a preferred vendor?**

Vendors can apply to be a part of the HOP program and obtain direct marketing to agents and homeowners by filling out an application. Applications can be found at the home owners plus website [www.homeownersplus.net](http://www.homeownersplus.net) or at the back of this packet. If you have questions, please call (402) 440-5903.

Be prepared to answer a few generic questions and to give names of agent references. Agents you have worked with recently will be contacted for testimonials regarding your services. Please review the marketing packages on the following page. Packages are designed to allow flexibility in selecting both the amount of exposure your company would like to have and which services would be most beneficial to help reach your company goals.



**Vendor Application**

Vendor Name: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Contact Person: (The information provided below is considered confidential and will not be provided to any persons outside of Home Owners Plus/Home Services of Nebraska)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

I hereby give Home Owners Plus/Home Services of Nebraska permission to use the above information to do a background check if they determine that the type of services I or my company offers warrants such action.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(The information provided above will be held in file by HomeServices of Nebraska dba Home Owners Plus and will not be distributed or shared with any other entity.)

Provide the contact information for three references:

Name: \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

## **Vendor Profile**

1. How many years have you been in business \_\_\_\_\_?
2. Are you a member of the Lincoln Better Business Bureau? Yes / No
3. Do you belong to any other professional organizations? If so, which one (s), \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Are you licensed and/or insured? If so please provide the information.  
\_\_\_\_\_  
\_\_\_\_\_

5. What services will be offered through Home Owners Plus?  
\_\_\_\_\_  
\_\_\_\_\_

6. What is your customer service policy statement? Example: "Our goal is to provide you, our customer, with a quality experience, meeting or exceeding your expectations, with each and every visit. We want your experience with us to be so pleasant that you are eager to refer us to others." - Smyrna Air Center  
\_\_\_\_\_  
\_\_\_\_\_

7. What will be your unique discount or service enhancement for Home Owner Plus Members?  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*\*Please send your camera ready artwork to the HSNE Marketing Department.**

If there is a specific slogan you'd like us to use, please provide: \_\_\_\_\_  
\_\_\_\_\_

Other notes for marketing purposes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When completed, please return to: HOME OWNERS PLUS, Attention: Nickie Casburn, HOP  
Director, 4501 S 86th Street, Lincoln, NE 68526

## **HOP Marketing Contract**

**THIS AGREEMENT** is made by and between HomeServices of Nebraska, Inc., d/b/a Home Owners Plus, herein after (“Company”), and \_\_\_\_\_, herein after (“Vendor”).

WHEREAS, Company is a division of two real estate brokerage services brands and engages in marketing ancillary services, with its principal offices located in Lincoln, NE; and

WHEREAS, Company has lists of clients and customers that it has serviced over the years as a result of its real estate business; and

WHEREAS, Company also wants to provide its customers direct access to such retailer/service suppliers for their home related needs at a discounted rate or incentive as part of its program entitled Home Owners Plus and

WHEREAS, Vendor is such a retailer/service supplier and wishes to provide Company customers direct access to their special service or services at a discount rate thereby participating in the Home Owners Plus program;

NOW, THEREFORE, the Parties hereby agree as follows:

**COMPANY AND VENDOR OBLIGATIONS.** All duties and obligations of Company set forth below shall be undertaken for no additional charge to Vendor; all of the following are to be performed in exchange for Vendor’s payment of the amount(s) set forth under FEES:

Company shall: promote Vendor’s services as part of Company’s Home Owners Plus program through existing Company marketing channels; provide consumer with specific information it may have concerning a particular retailer upon inquiry by the consumer; and place advertisements for Vendor in the Home Owners Plus marketing channels which may include but are not limited to: web directory; emails, postcards, tabloid or paper directory. At specified levels of sponsorship, additional marketing opportunities will be provided. Any additional marketing to be provided under contract is attached hereto as Exhibit “A” and incorporated herein by reference.

Vendor shall provide a consistent and mutually agreed upon discount, rebate or a premier level of service for the full One (1) year term to any and all consumers who are referred to the Vendor by virtue of Company and the Home Owners Plus program. The discount Vendor agrees to provide under this contract is outlined in the ad provided by Vendor.

**QUALITY ASSURANCE.** If Company receives complaints regarding Vendor from Consumers and/or our Real Estate Sales Associates, Company may provide Vendor with feedback regarding the problems or complaints noted. If Company does so, Vendor shall correct any identified problem(s) or, for specific transaction complaints, will work to satisfy Consumer within 30 days or within an otherwise agreed upon period of time. Vendor’s failure to remedy the problem to Company satisfaction, as determined by Company in good faith, may result in termination of this Agreement, as specified by Company. Vendor agrees to provide Company with the names of persons utilizing the HOP discount, at least quarterly, so that Company may solicit Vendor Satisfaction data from Consumers. Company may terminate Vendor in the event of Vendor’s insolvency, nonpayment, or fraudulent or criminal activity.

**ENTIRE CONTRACT.** This Agreement herein represents the sole and entire agreement between the parties and supersedes any and all other agreements, written or oral, between them.

**WAIVER OR MODIFICATION.** No waiver or modification of any term of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

**GOVERNING LAW.** This Agreement shall in all respects be governed by the laws of the State of Nebraska.

**ATTORNEY’S FEES.** If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys’ fees as the Court determining the action may award.

**BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, legal representatives and heir of the parties.

**ASSIGNMENT.** Neither Party may assign the benefits and obligations of this Agreement without the written consent of the other party.

**PROPRIETARY INFORMATION.** Any Company trademarks shall remain the sole and exclusive property of Company. Vendor shall not, at any time, register, apply to register, or claim any rights in any Company trademark. Vendor's right to use the Company trademarks shall be nonexclusive and not assignable. All use of Company trademarks by Vendor shall inure solely to the benefit of Company. Upon the expiration or termination of this Agreement, Vendor shall immediately cease the use of all, and shall not thereafter use the Company trademarks. Any Vendor trademarks shall remain the sole and exclusive property of Vendor. Company shall not, at any time, register, apply to register, or claim any rights in any Vendor trademark. Company's right to use the Vendor trademarks shall be non-exclusive and non-assignable.

All use of Vendor trademarks by company shall inure solely to the benefit of Vendor. Upon the expiration or termination of this Agreement Company shall immediately cease the use of all, and shall not thereafter use, Vendor trademarks.

**MARKETING PARTNERS.** Marketing Partners agree and understand that the terms of this Marketing Partner Contract are to remain confidential. Accordingly, Marketing Partners agree that they will not disclose any of the terms of the Marketing Partner Contract with any third parties, including, but not limited to; customers, real estate sales associates or other Marketing Partners. Any such breach of this confidentiality will be deemed a breach of the Marketing Partner Contract and therefore, grounds for termination of the Marketing Partner Contract.

**TERM.** The term of this Agreement shall be 12 (twelve) months, beginning \_\_\_\_\_. The Agreement will automatically renew for one (1) year on March 1, \_\_\_\_\_, unless Vendor gives written notice on or before January 31st, that Vendor does not intend to renew. Thereafter, the Agreement shall automatically renew on March 1 of each year. After the initial term, either Party may cancel this Agreement by giving notice at least 60 days prior to the closest directory publishing date (May 1). Notice shall be in writing, to the other, at the addresses stated below:

**FEES.** The Annual fee to be paid to Company by Vendor shall be: \$ as shown in Exhibit A. Failure to pay the fees noted when due shall be considered a breach of this contract and grounds for termination of the Marketing Partner Contract.

## Exhibit A

HOP contract dated: \_\_\_\_\_

Package: Please indicate which marketing package you would like to purchase, payment option, as well as any additional options you would like to add to increase the value of your marketing.

### Payment Options

\_\_\_\_\_ Prime (check one)       Annually -\$1250.00       Monthly \$105.00\*  
\_\_\_\_\_ Plus (check one)       Annually \$650.00       Monthly \$55.00\*

\*PLEASE NOTE monthly payments will only be accepted via automatic withdrawal or credit card & pricing subject to market rate change at HomeOwners Plus discretion.

**PAYMENT SCHEDULE.** For vendors joining the HOP program mid-year, a prorated fee of \$\_\_\_\_\_ will be due at the time of execution & Remainder, if any, payable: \_\_\_\_\_ Monthly, beginning \_\_\_\_\_.

Initial here \_\_\_\_\_ for automatic monthly payment withdrawal or Credit Card. (An additional form will be provided.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Vendor company name: \_\_\_\_\_ (Please Print)

Vendor representative: \_\_\_\_\_ (Please Print)

Signature: \_\_\_\_\_ (Date) \_\_\_\_\_

Director Home Owners Plus Signature: \_\_\_\_\_ (Date) \_\_\_\_\_



## 2017 HOP Level Comparison

Benefits to the Home Owners Plus Vendor	Prime	Plus
Market report delivered on a monthly basis	X	X
Invitation to vendor networking events	X	
<u>Full page</u> ad (7.5 x 4.5 / printed once a year) placement in the directory mailed to client base from last 2 years homeowners once a year and offered in the office locations across Lincoln and surrounding areas all year round. Ad content will be subject to approval by HSNE Marketing department and provided by the Vendor prior to printing of annual booklet. Vendors to be aware of deadlines for ad via email.	X	
<u>Half page</u> ad (3.75 x 4.5 / printed once a year) placement in the directory mailed to client base from last 2 years homeowners once a year and offered in the office locations across Lincoln and surrounding areas all year round. Ad content will be subject to approval by HSNE Marketing department and provided by the Vendor prior to printing of annual booklet. Vendors to be aware of deadlines for ad via email.		X
HOP magnet and membership invitation letter available to be given to all clients at closing.	X	

HOP Vendors will be promoted on intranet site and via email to agents monthly.	X	X
Name, logo and contact information on the company websites/mobile websites: Homeownersplus.net, HomeRealEstate.com and WoodsBros.com	X	X
1 Facebook ad per year	X	
Opportunity to submit an article for the Home Real Estate or Woods Bros blog - article will also be available for agent use in Farming newsletters at agent's discretion.	X	
Presence in Vendor Discovery program– an online agent approved list of valued vendors, complete with testimonials and ratings.	X	X
Vendor will have the ability and the opportunity to network and or build on the relationships with HOME/Woods Sales Associates at weekly sales meetings. Please schedule with HOP Director and is subject to Managing Brokers schedule and discretion.	X	
Home and Woods agent exclusive event sponsorship opportunities.	X	X
Additional marketing and co-branding opportunities as they arise. Including but not limited to: Agent newsletters, farming pieces, etc.	X	
One-page HOP Directory flier with business name and contact information shall be included in every sellers and buyers packet that agents utilize on a daily basis.	X	X

## Links

Website: [www.homeownersplus.net](http://www.homeownersplus.net)

Home Owners Plus directory for:

HOME: [http://issuu.com/hsne/docs/hopjn\\_14\\_hre\\_web](http://issuu.com/hsne/docs/hopjn_14_hre_web)

Woods directory: [http://issuu.com/hsne/docs/hopjn\\_14\\_wbr\\_web](http://issuu.com/hsne/docs/hopjn_14_wbr_web)