

FRANCHISE DISCLOSURE DOCUMENT- AREA REPRESENTATIVE



Hommati Franchise Network, Inc.,
an Ohio corporation
6264 South Sunbury Road, Suite 100
Westerville, OH 43081
Phone: 833-HOMMATI (466-6284)
info@hommati.com
www.hommati.com

We offer a franchise opportunity to you as an Area Representative to solicit, recruit and support unit franchisees on our behalf, for a specified territory, which such unit franchisees will offer real estate marketing focused on digital media such as 3D interactive tours and drone aerial videos.

The total investment necessary to begin the operation of a Hommati Area Representative Franchised business is between \$99,200 to \$833,500. This includes \$87,500 to \$775,000 that must be paid to the Franchisor or affiliate.

The disclosure document summarizes certain provisions of your Area Representative Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jerry Clum at 6264 South Sunbury Road, Suite 100, Westerville, OH 43081, telephone 833-466-6284.

Buying a Franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1 (877) FTC-Help or by writing to the FTC at 600 Pennsylvania Avenue, N. W. Washington D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information.

Issuance date: January 10, 2024

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.

2. **Minimum Sales Performance.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. Mandatory Minimum Payments. You must make minimum advertising payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. Short Operating History. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

June 2007 to March 2020.

Joseph Ciamacco, Vice President of Franchise Development

Joseph Ciamacco has been our Vice President of Franchise Development since October 2021. From August 2017 to October 2021, Mr. Ciamacco served as our Franchise Development Manager.

Gordon Mott, Vice President of Technology

Gordon Mott has served as our Vice President of Technology since August 2022. From January – August 2022, Gordon Mott served as our Tech Support Manager. From August 2020 to January 2022, Gordon Mott served as Research and Development for Zen and the Art of Code in Columbus, Ohio. From March 2003 to August 2020, Gordon Mott served as Lead Consultant for Bamf!Ware Consulting in Columbus, Ohio.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5 INITIAL FEES

Initial Franchise Fee. To become an Area Representative, you must acquire the rights to recruit and support from 5 – 50 unit franchise territories under you per the following initial franchise fee schedule:

- 5-10 Territories \$17,500 per territory
- 11-25 Territories \$16,500 per territory
- 26-50 Territories \$15,500 per territory

You must submit the initial franchise fee to us before attending initial Area Representative training. The initial franchise fee is fully earned and nonrefundable when both you and we execute the Area Representative Agreement between us.

[If you have already paid an initial franchise fee for a Hommati unit franchise prior to entering in an Area Representative agreement, the franchise fee you paid at that time will be applied to the Area Representative fee and you will only need to pay the balance remaining.](#)

~~We do not offer financing for any portion of your initial investment.~~

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ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this disclosure document, the terms “we,” “us,” and “our” refer to Hommati Franchise Network, Inc. d/b/a Hommati (“Hommati”), the franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

We are an Ohio corporation formed on August 14, 2017. Our principal place of business is 6264 South Sunbury Road, Suite 100, Westerville, OH 43081.

We do business under our corporate name and under the name Hommati.

We have not operated a Hommati Area Representative business of the type you are being offered, but we do solicit and support unit franchisees, similar to what you will do under this franchise, and have done so since December 2017.

We began offering Area Representative franchises in January 2024.

We began offering unit franchises in December 2017.

As of November 30, 2023, we had 136 unit franchised outlets.

Exhibit D contains our agents for service of process.

Parents, Predecessors, and Affiliates

We do not have any parents, predecessors, or affiliates.

The Business We Offer

You will recruit and support Hommati Company Unit franchisees in exchange for a portion of the net initial franchise fees (after any third-party broker costs and sales commission and a portion of the royalties that such Unit franchisees pay in your territory that you have developed after you close on your Area Representative Agreement. Unit franchisees will offer real estate marketing focused on digital media such as 3D interactive tours and drone aerial videos. Unit franchises are offered in a separate Franchise Disclosure Document and in certain states, we must make a franchise filing and receive approval to offer and sell franchises there before you may offer and sell franchises in those states.

In addition, to acquire an Area Representative Agreement also requires that you acquire, own, and operate a unit franchise agreement, which is offered pursuant to a separate Franchise Disclosure Document.

Fee	Amount	Due Date	Remarks
Indemnity	Varies	When incurred	You indemnify us for any loss caused by your breach of the Area Representative Agreement.
Assistance Fee in the event of incapacity or death	Reimbursement for reasonable expenditures incurred	At time of expense	In the event of your death or incapacity, we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing Services.

*All fees are uniformly imposed by, collected by, and are payable to us. All fees are non-refundable. We require you to execute an Automatic Bank Draft Authorization in order for us to electronically charge your bank account for fees or other monies owed to us. See Schedule 3.

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Note 2-Travel and Living Expenses to Attend Initial Training: We do not charge for initial training, but you are responsible for costs you incur for travel, transportation, meals, and possible lodging. Those costs will vary depending on how far away you live, the level of lodging you select, and other factors. We base the estimated cost in the table above on one person attending initial training. If additional people attend, you will incur additional cost.

Note 3-Initial Advertising: This cost will also vary depending upon what types and how much advertising you may elect to purchase or place to generate Unit franchise leads.

Note 4-Equipment and Furniture: Unless you have these items already, you will need a printer, telephone, desk, chair, and file cabinet along with standard office supplies to operate the franchise. The low estimate assumes that you have these items already.

Note 5-Computer Hardware and Software: You will need an e-mail account, computer with internet access, and printer to operate the franchise. We may also require you to purchase software such as Microsoft Office, sales lead management software, or other software that we may develop in the future. Your costs will vary depending on whether you have these items already and what type of computer you purchase.

Note 6-Rent: We recommend that you operate your Area Representative franchise from home and not incur any rent expense. However, if you lease an office and make improvements to the property, you will incur additional expense.

Note 7-Payroll: You are not required to have employees. However, if you hire one or more employees, you will incur payroll expense for those employees.

Note 8-Insurance: You will need to purchase such insurance as we specify in the Operations Manual and as is required by your state law. Your costs may vary.

Note 9-Professional Expenses: You will incur professional legal and accounting fees to assist with your entity set up, local licensing, and other legal and accounting issues.

Note 10-Additional Funds: Additional funds are for local license and other government fees, miscellaneous supplies, utility costs, and similar items. We base this estimate upon the experience of our management in franchising.

Note 11-Total: These figures are estimates of your initial expenses covering your initial three months of operation. ~~Do not construe the estimates as a break-even point. Your costs will depend on: how much and what type of marketing you place; your management skills, experience and business acumen; economic conditions; the market for the sale of our franchises; and the prevailing wage rate to the extent you hire employees. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.~~

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased

Advertising and Marketing. You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing, prior to its use.

Computer Hardware and Software. We require you to use such computer hardware and software as we specify, which may include vendor designations. At present, you will need an e-mail account, computer with internet access, and printer to operate the franchise. We may also require you to purchase software such as Microsoft Office, and use the sales lead management software and franchisee intranet portal, and use other software that we may develop or specify in the future.

Equipment and Furniture. You must purchase such equipment and furniture as we may specify. At present, you may purchase these items from any vendor.

Franchise Disclosure Documents. You must use the Franchise Disclosure Documents we provide when recruiting franchises. We will provide an electronic link or copy free of charge.

Insurance. You are required to have insurance as may be required by your state laws, or as we may specify in the Manual. At present, we do not require you to purchase insurance. You may purchase insurance from any vendor. You must name us as an additional insured on any policy that you do purchase and send proof to us.

Prospects. You may purchase from us contact information on prospective franchisees, which we may gather and offer to sell to you.

Supplies. You must purchase basic office supplies. You may purchase these supplies from any vendor.

Telephone Number. You agree to maintain a dedicated telephone number for your business, which you may purchase from any vendor.

Whether We or Our Affiliates are Approved Suppliers

We are an approved supplier of Advertising and Marketing material, Franchise Disclosure Documents, and Prospects. We are the only approved supplier of Franchise Disclosure Documents.

Officer Interest in Suppliers

Our officers, Jerry Clum and Joseph Ciamacco, owns an interest in Hommati Franchise Network, Inc.us.

portal, and use other software that we may develop or specify in the future. Your costs will vary depending on whether you have these items already and what type of computer you purchase. Depending on what you have already, these items can typically be purchased for \$2,000 - \$2,500.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware systems as we require. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is \$500 - \$1,000.

Independent Access to Information. We reserve the right to have independent access to the information that will be generated or stored in your computer system, which includes prospect, financial, and operational information. There are no contractual limitations on our right to access the information.

Area Representative Operations Manual. Exhibit E contains the Table of Contents to the Area Representative Operations Manual (“AR Manual”). The AR Manual contains 55 pages.

TRAINING PROGRAM

~~You must attend and successfully complete to our satisfaction (meaning we feel you are capable of successfully operating as an Area Representative) our Area Representative initial training program.~~

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
• Introduction	0.5 hour		(Note 1)
• Starting an Area Representative (“AR”) Business	0.5 hour		
• AR Roles and Responsibilities	1 hours		
• Marketing & Lead Generation	1 hours		
• New Franchisee Sales Process	1 hours		
• Operations & System Support Services	1 hours		
• Franchisee Compliance	1 hours		
• Activity Reporting	1 hours		
• Summary & Review	0.5 hour		

Total	7.5 hours		
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Note 1- Training Location- This training is offered quarterly or on an as needed basis at our corporate headquarters in Westerville, OH.

Jerry Clum, our CEO/President, will supervise the training program and also serve as an instructor. He has been with us since we were formed in 2017. He has 27 years of experience in franchising and has trained more than 951 franchisees for this and other franchise concepts. He has 37 years of experience in sales, management, and operations.

Joe Ciamacco, our Vice President of Franchise Development, will also serve as an instructor. He has over nine years of experience in franchising and trained more than 175 franchises for this and other franchise concepts. He has been with us since we were formed in 2017 and has worked since then in drone and 3D operations and business development.

Wendy Emery, one of our Franchise Support Managers, will also serve as an instructor. She has been with us since mid-2019 and has over 25 years of work experience in the field of art and design.

The materials used for the training program may include the Operations Manual, handouts, and presentations.

We do not charge for initial training, but you are responsible for the cost of travel, transportation, lodging, and meals to attend training.

You and any manager you intend to use must complete our Area Developer initial training to our satisfaction, which requires that you achieve a passing score of at least 70% on the final examination conducted at the end of training. You must successfully complete training within 60 days of ~~the~~ signing the Area Representative Agreement with us.

We may require additional training or refresher courses.

ITEM 12. TERRITORY

Your territory is set forth in Schedule 1 of the Area Representative Agreement and will be defined by zip codes, political, or geographic boundaries.

A typical territory will contain an area including 5-50 unit territories.

You may work out of your home or any office location. You are not required to obtain our approval if you relocate your franchise business, but you must stay within your territory.

You recruit franchisees for the purpose of signing them up as a unit franchise owner.

You do not have rights of first refusal, or similar rights to acquire additional territories.

You will not receive an exclusive territory. You may face competition from other franchisees we have or will award, from outlets that we own, or from other channels of distribution or competitive brands that we control. If you are not meeting your development requirements as per Schedule 2, you opt out of reimbursing us for any leads generated in your territory, or do not accept broker leads for your territory, we reserve the right to offer the franchise program to candidates in your market directly, provided there are still additional territories available beyond those you have secured to develop.

The single unit franchise Territories you will develop are protected by a maximum number of franchisees we can establish within a Territory. We determine this maximum number by taking the total population within a county and/or a combination of counties and dividing it by 200,000. This sets the maximum number of franchisees to 1 per 200,000 in population. Territories are delineated by county(ies) and state(s). You have the option to develop between 5-50 franchises in your Territory. For those Territories, where you may not have secured all possible unit territories in your Territory, the remaining units or Area Representative agreements will be developed by Hommati Franchise Network, Inc. For example, if the total population of your Territory is 2,000,000, there could be a total of 10 unit franchises in your Territory. If you elected to secure less than 10 units to develop in your Territory, the remaining units and/or Area Representative agreements will be developed by Hommati Franchise Network, Inc. You will not receive any revenue share from this unit franchises to include but not limited to Initial Franchise Fees, Royalties, Upload/Floor Plan fees, etc.

You may only recruit franchisees to locate a unit franchise in your territory.

~~Continuation of your territorial rights depends on achieving a certain sales volume, namely, Minimum Requirements specified in your Area Representative Agreement.~~ If you fail to meet Minimum Requirements, we reserve the right to terminate your territorial rights under the Area Representative Agreement for the development of additional units. You will still maintain your rights, obligations and share in the initial franchisee fees and royalties for any existing franchise agreements for the term of the Area Representative Agreement, however we may then freely sell and develop the terminated territory without sharing any of the initial franchise fees or royalties.

There are no other circumstances that permit us to modify your territorial rights.

We or an affiliate may make sales within your territory using our principal trademarks, including through the use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales.

We or an affiliate may make sales within your territory using trademarks different from the ones you will use under the Area Representative Agreement, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales.

If we establish or have already established other unit franchisees in your territory, you will not receive any compensation as to such unit franchisees.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark from the ones you will use which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

ITEM 13. TRADEMARKS

The Area Representative Agreement licenses to you the right to use the following principal trademarks (“Marks”) registered ~~or applied for~~ with the U.S. Patent and Trademark Office (“USPTO”):

Registration or Serial Number	Description of Mark	Principal or Supplemental Register of the USPTO	Registration Date
5423200		Principal	March 13, 2018
5423194	HOMMATI	Principal	March 13, 2018

We have filed all required affidavits and renewals.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There are no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

At this time, we do not hold any patents. We claim a copyright in our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow Area Representatives to use the copyrighted materials.

We do not have an obligation in the Area Representative Agreement to protect our patent or copyrights, but we intend to do so. We will remain in control of any such litigation. We are not required to participate in the defense of you or indemnify you for expenses or damages in a proceeding involving a patent, patent application, or copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense.

We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

We claim proprietary rights in our Operations Manual and business methods. You must use these items per the terms of your Area Representative Agreement.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You must provide Area Representative services under your direct supervision and control or under the direct supervision and control of a general manager who has attended and passed our initial training. If the franchisee is a business entity, the general manager does not have to have any equity interest in the franchisee's business.

You are subject to a covenant not to compete. Furthermore, your general manager must sign an employment contract containing confidentiality requirements and, to the extent permitted by law, a covenant not to compete.

We do not require your spouse to guarantee performance under the Area Representative Agreement, or sign a confidentiality or non-competition agreement, however, if your spouse is a co-owner of the franchise or franchisee entity, then you and your spouse will both guarantee performance under the Area Representative Agreement.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Area Representative to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the Area Representative's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Area Representative's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that an Area Representative be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the Area Representative's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Area Representative from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the Area Representative's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring an Area Representative to assent to a general release.
- The Area Representative cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

If we establish or have already established other unit franchisees in your territory, you will not receive any compensation as to such unit franchisees.

4. FEES PAID BY AREA REPRESENTATIVE

4.1 Initial Area Representative Fee. You will pay us an initial Area Representative franchise fee upon execution of this Agreement of this Agreement calculated based upon the number of unit franchise territories in your Territory as follows:

5-10 Territories \$17,500 per territory
11-25 Territories \$16,500 per territory
26-50 Territories \$15,500 per territory

[If you have already paid an initial franchise fee for a Hommati unit franchise prior to entering in an Area Representative agreement, the franchise fee you paid at that time will be applied to the Area Representative fee and you will only need to pay the balance remaining.](#)

The initial Area Representative franchise fee is fully earned and nonrefundable when both you and we execute the Area Representative agreement between us.

4.2 Other Area Representative Fees

- a) **Fee for Franchisee Prospects.** From time to time, we may provide to you leads of Candidates interested in buying one of our unit franchises within the Territory. If we provide you leads, we will set and publish fees based upon the cost and the difficulty of acquiring the leads. Leads we receive and sell to you are sold on an as-is basis. There is no guarantee that any lead will ultimately develop into a Unit level franchise sale. At present, we charge \$35 per lead.
- b) **Franchise Broker Fee.** We may use the services of franchise brokers to identify Candidates who are potentially interested in becoming Franchisees. To participate in this opportunity, you must agree, that as to any broker-generated Candidate who becomes a Franchisee in your Territory, to pay a proportionate share of the Broker's fee, based on the proportion of initial Franchise Fee that you receive under Section 5(a). For example, if a Broker charges us \$25,000 for a Candidate who becomes a Franchisee, and you receive 50% of the initial Franchise Fee under Section 5(a) below, then your share of the initial Franchise Fee would be reduced by 50% of \$25,000 or by \$12,500.
- c) **Renewal Fee.** You must pay to us a \$5,000 Renewal Fee to enter into a further Area Representative Agreement with us at the expiration of the term of this Agreement.
- d) **Transfer Fee.** You must pay us a \$20,000 Transfer Fee if you wish to transfer ownership, or a majority of ownership interest, of your rights as an Area Representative.
- e) **Third Party Charges.** If we incur third party changes on your behalf, you agree to reimburse us for any such charges.

27. NOTICES

Any notice, authorization, consent or other communication required or permitted under this Agreement must be made in writing and shall be given by mail or courier, postage fully prepaid, or delivered personally or by facsimile, to our President, at our corporate office, presently 6264 South Sunbury Road, Suite 100, Westerville, OH 43081; Phone 833-466-6284. Any such notice may also be given to you in the same manner at the address indicated below your signature on this Agreement or such other more current address as we may have on file for you. We may also give notice to you by e-mail.

28. ACKNOWLEDGMENTS

~~[Intentionally omitted]. You acknowledge that you have read our Franchise Disclosure Document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently investigated the business offered hereunder and base your decision to purchase solely on such investigation. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third party beneficiary to any agreement between us and any other franchisee.~~

29. GUARANTY

The Area Representative named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity's agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligation to make payments specified above and pay any other debts due to us. All signatories below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other signatories.

[Signature Page Follows]