

**AGREEMENT BETWEEN
YEADON BOROUGH
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this 16th day of October, 2019 (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“PRC”), and Yeadon, a _____ municipal corporation, with an address at 600 Church Lane, Yeadon, PA 19050 (“YEADON BOROUGH”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 2019-13511, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the YEADON BOROUGH; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the YEADON BOROUGH adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the YEADON BOROUGH desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the YEADON BOROUGH can properly address violations of the YEADON BOROUGH’s property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the YEADON BOROUGH; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the YEADON BOROUGH’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the YEADON BOROUGH, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

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- c. PRC will charge a fee ("Fee") as directed by the YEADON BOROUGH to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to the YEADON BOROUGH. PRC shall forward payment of the YEADON BOROUGH's portion of the Fee to the YEADON BOROUGH's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the YEADON BOROUGH's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the YEADON BOROUGH pursuant to the monthly remittance schedule. All fees related shall be taken out of the YEADON BOROUGH's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the YEADON BOROUGH's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the YEADON BOROUGH's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the YEADON BOROUGH and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY YEADON BOROUGH.** YEADON BOROUGH shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by YEADON BOROUGH to timely respond to a public records request.

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3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the YEADON BOROUGH in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. YEADON BOROUGH Ordinance No. 2019-1391,
entitled "Registration of Foreclosure Mortgages and Vacant Property",
dated: October 16, 2019.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure YEADON BOROUGH the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the YEADON BOROUGH, and shall be provided to YEADON BOROUGH upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the YEADON BOROUGH on reasonable

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advanced, written notice. The audit shall be conducted at the premises of the YEADON BOROUGH on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the YEADON BOROUGH designate the following as the respective places for giving of notice:

YEADON BOROUGH: 600 Church Lane
Yeadon, PA 19050

Attention: Miranda Presswood, Borough Manager

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **YEADON BOROUGH DATA.** YEADON BOROUGH acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed

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upon by PRC, prior to the Effective Date of this Agreement, the YEADON BOROUGH will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the YEADON BOROUGH. All registrations and fees received by the YEADON BOROUGH during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the YEADON BOROUGH is unable to provide the agreed upon digital file then the YEADON BOROUGH will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the YEADON BOROUGH agrees to compensate PRC five dollars (\$5.00) per property.

12. **ORDINANCE VIOLATION DATA.** Whenever the YEADON BOROUGH becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Yeadon Borough shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include YEADON BOROUGH's name and general case study information within PRC's marketing materials and website.
14. **YEADON BOROUGH LOGO.** YEADON BOROUGH shall provide the YEADON BOROUGH's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the YEADON BOROUGH, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other

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firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

20. **WAIVER.** Any failure by YEADON BOROUGH to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and YEADON BOROUGH may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with venue lying in Delaware County, Pennsylvania.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the YEADON BOROUGH within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the YEADON BOROUGH.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the YEADON BOROUGH and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

[YEADON BOROUGH]

LaTaya Monroe Date: 9/10/19

LaTaya Monroe, Council President
Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

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Exhibit "A"

Key Policy Requirements

Ordinance No. : 2019-1391

Foreclosure:

Registration Fee	\$X
Late Fee	Options: (one-time \$X fee) (recurring 10% of Registration Fee every 30 days)
Registration Triggers	Options: - Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	Options: 6 or 12 months
Org Exemptions	VA, HUD, USDA per PRC policy + any additional
Property Exemptions	Options: Commercial Property, Unimproved Lots
Refund Policy	A non-refundable (annual/semi-annual) registration and renewal fee is to be paid (per the ordinance)
OMT Update/Change	(Report change of info within 10 days) or (New OMT is required to re-register the property and pay registration fee)
Effective/Start Date for Registrations	

Vacant Private Owner:

Registration Fee	\$X
Late Fee	(one-time \$X fee) (recurring 10% of Registration Fee every 30 days)
Registration Triggers	Options: Vacant/Private Owner Vacant/ Code Violation Vacant/(30/60/90) days Vacant/City Notice
Renewal	Options: 6 or 12 months
Org Exemptions	N/A
Property Exemptions	Options: Vacant Lots, Commercial Property
Refund Policy	A non-refundable (annual/semi-annual) registration and renewal fee (per the ordinance)
OMT Update/Change	(Report change of info within 10 days) or (New OMT is required to re-register the property and pay registration fee)
Effective/Start Date for Registrations	

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ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned