

Mutual Cooperation Agreement

This Agreement is made and entered into this 19th day of July, 2011, between the Claims Prevention & Procedure Council, Inc. (the *CPPC*) and the American Moving and Storage Association, Inc. (*AMSA*).

Background:

The parties desire to work together in order to provide expertise and services to the moving and storage industry as well as to potentially increase membership in each organization.

Agreement:

1. General Principles.

- a) The Executive Director of the CPPC will remain under contract with the CPPC, with this resource not being directed by or shared with AMSA in any way (unless specifically directed by the CPPC Board of Directors).
- b) The CPPC will maintain its status as an independent entity.
- c) The not-for-profit status currently held by the CPPC is not to be jeopardized.
- d) The CPPC's by laws are not to be compromised.
- d) The parties will utilize a three-year staged implementation plan that clearly defines the timing and scope of integration, financial obligations and responsibilities of each party during each phase.

2. Year One.

- a) Both parties will become a member of the other's organization at no charge to either party.
- b) Both parties can participate at the other organization's conference as a vendor (with a vendor booth) at no charge to either party. Membership listings and other promotional materials can be distributed at the vendor booths.
- c) Both parties shall have the option to put two articles per calendar year in the other's publication (CPPC Claims Journal and Direction Magazine) at no charge. Content and length would have to be pre-approved by the publishing party.
- d) Both parties would provide a link on its website to the other's website. AMSA members will receive six months free access to the CPPC repair firm listings. After

this complimentary trial period expires, AMSA members must have a CPPC membership to access repair firm listings on the CPPC website.

- e) CPPC members interested in being listed in the AMSA Buyers Guide will be offered this opportunity free of charge. However, should such members want their listing accompanied by the AMSA logo, they will first be required to obtain AMSA membership, which will be available at a discounted rate. For the 2012 membership year (September 1, 2011 through August 31, 2012), the discounted rate for repair firms is \$225. AMSA will also extend a \$50 discount off the regular supplier rate of \$750 to CPPC supplier members joining AMSA for the first time as a result of the cooperative agreement between AMSA and CPPC. This 2012 introductory rate is extended to new members only and is not available to existing AMSA supplier members.
- f) A committee consisting of CPPC members from repair firms and claims representatives will be appointed to work with AMSA in preparing an outline for ProMover certification standards for the repair firms.
- g) Both parties will look into and discuss the possibility of joint participation in a cost-saving initiative aimed at reducing administrative expenses (including expenses associated with the list below).

- Claims Journal Printing
- Legal Services
- Marketing Support
- Claims Journal Development
- Conference coordination
- Internet and web development/design
- Business planning

3. Year Two.

- a) Both parties will have the option to advertise in the other's publication two times per year at no cost. Any advertisements in excess of this amount would be permitted at a pre-determined cost. Due to AMSA's publishing agreement, advertising in Direction magazine will be offered to CPPC at a discounted rate.
- b) The CPPC will present the ProMover certification standards for approval by the CPPC Board of Directors, CPPC members and AMSA. Once passed, eligible CPPC members may apply for certification.

4. Year Three.

Both parties will:

- a) Work together to establish a process to administer the CPPC ProMover Certification program, including revenue distribution and administrative expense budgeting;
- b) Include ProMover-certified CPPC members' listings on its website; and
- c) Look into and discuss the possibility of coordinating CPPC and AMSA events to have the same location and connecting dates.

5. Termination.

Either party may terminate the agreement upon 30 days notice for any reason.

6. Relationship of Parties.

Nothing contained in this Agreement shall be deemed to constitute an agency relationship, partnership or any other relationship other than what is expressly provided for under this Agreement. Except as expressly provided for, neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its activities under this Agreement.

7. Non-Exclusivity.

This Agreement is not exclusive, as both parties have the right to contract with other parties for similar services.

8. Notice.

Any and all notices provided for or required by this Agreement shall be sent by certified mail, overnight delivery or facsimile to the address or facsimile number of the other party. The CPPC's point of contact will be its Executive Director (currently Alan Jobe at the address below). Should the CPPC change its Executive Director at any time during this Agreement, it will promptly provide AMSA with the updated contact information. AMSA's point of contact shall be its President (currently Linda Bauer Darr at the address below). Should AMSA change its President at any time during this Agreement, it will promptly provide the CPPC with the updated contact information. Any notice provided under this section shall be deemed given when received.

Alan Jobe
Executive Director
Claims Procedure & Prevention Council, Inc.
P.O. Box 1117
Newburgh, IN 47629

P: (866)-276-5656

F: (812)-858-0599

Linda Bauer Darr
President & CEO
American Moving and Storage Association
1611 Duke Street
Alexandria, VA 22314-3406

P: (703)-706-4964
F: (703)-683-8208

9. Miscellaneous.

If any provision of this Agreement is declared invalid by court or administrative agency order or ruling, or by legislative enactment or amendment of laws, this Agreement will remain in force to the extent the other provisions remain valid.

10. Assignment.

Both parties are prohibited from assigning any of their rights or delegating any of their obligations under this Agreement to any other parties without the express written consent of the other party.

11. Attorneys' Fees.

In the event of any litigation between the parties concerning their respective rights and obligations under this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other monetary relief it is entitled to receive, including interest and court costs.

12. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all counterparts taken together shall constitute one and the same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature.

13. Entire Agreement.

This Agreement contains the entire understanding of the parties with respect to the subject matter contained in the Agreement. It may not be modified in any way except in a writing signed by both parties.

14. Confidentiality.

Membership lists and other proprietary information shall not be distributed or shared with other persons except to implement the express purposes of this agreement.

The parties have duly executed this Mutual Cooperation Agreement effective on the date set forth above.

Claims Prevention & Procedure Council, Inc.

By: Deborah A. Williams

Print Name: Deborah A. Williams

Title: President

Date: 7/11/11

American Moving and Storage Association, Inc.

By: Linda B. Davis

Print Name: Linda B. Davis

Title: President & CEO

Date: 7/19/11