



## COACHING SALES AGREEMENT

**NOTICE TO THE CUSTOMER:** DO NOT ACCEPT THIS AGREEMENT BEFORE YOU READ IT. BY ACCESSING THE STR ACCELERATOR COACHING PROGRAM, YOU ACKNOWLEDGE: YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, AND YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. PLEASE KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT STR ACCELERATOR BEFORE ACCEPTING THIS AGREEMENT.

**STR Accelerator hereby sells to Customer ("Customer" or "you") the goods and services comprising the \$9,800 STR Accelerator Coaching Program ("Program"). Customer agrees to pay for the Program in full upon Customer's acceptance.**

1. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors, and administrators. This Agreement constitutes the entire understanding of the parties unless modified in writing executed by both parties. There are no verbal agreements. Except as described below this Agreement cannot be canceled except by the express written agreement of both parties hereto and the Customer expressly undertakes that his/her liability under the Agreement terms shall begin upon the authorization of this Agreement and shall not end or terminate unless STR Accelerator consents in writing.
2. **Program Benefits.** With the STR Accelerator Coaching Program, you will receive:
  - a. **The STR Accelerator Course**
  - b. **Coaching Call Vault**
  - c. **Daily Live Group Coaching**
  - d. **Private Facebook Group Access**
  - e. **Professionally Designed Custom Website**
  - f. **Custom Explainer Video For Your Website**
  - g. **Custom Designed Logo**
  - h. **Printed Business Cards**
3. **THE STR ACCELERATOR GUARANTEE:** The STR Accelerator Coaching Program is backed by one of the industry's boldest guarantees. Within 90 days of joining the program, the customer will have at least one listing on Airbnb (or an additional listing if the customer is already an Airbnb host) or be eligible for a property pre-negotiated by STR Accelerator, **subject to satisfaction of the requirements stated below.** Customer's listing will need to demonstrate the potential to earn at minimum in gross bookings twice the full cost of the STR Accelerator Coaching Program. The potential earnings of the listing will be projected out one year, based on the bookings on day 90. As determined by STR Accelerator, if the customer has no listing, or the listing does not show the minimum bookings on day 90 needed to project gross bookings over a year at twice the full cost of the STR Accelerator Coaching Program, the customer will be eligible to receive a pre-negotiated property, subject to the requirements below:

The STR Accelerator program is designed to help the customer reach specific milestones by day 90. For that reason, ***no requests will be considered until after day 90 in the program.*** After day 90, assuming you've fulfilled the requirements below, you have 14 days to make your request for a pre-negotiated property.

**To qualify for a pre-negotiated property under this guarantee, Customer MUST do the following:**

a. Schedule and attend three complimentary one-on-one sessions with a member of our coaching team. Calls may be requested by emailing [concierge@str.io](mailto:concierge@str.io) and all calls must be completed prior to day 90.

b. If Customer has completed three (3) one-on-one calls, and still has not secured one or more listings by day 90 that demonstrate the potential to earn gross bookings over a year equal to twice the full cost of the STR Accelerator Coaching Program, Customer may request a pre-negotiated property from STR Accelerator by sending a request via email to [concierge@str.io](mailto:concierge@str.io) and such request must include the following information:

(i) EIN number of Customer's entity (LLC or Corporation).

(ii) Documentation from a bank showing a business checking account has been opened with that EIN number.

(iii) Link to a google sheet with the following information for 20 properties representing leads provided to you by STR Accelerator: full address, owner name, owner phone number, and screenshots from your phone of you calling each lead given you. This is to show that reasonable effort has been made to achieve success in this program.

4. **Content Ownership and Confidentiality.**

a. Customer acknowledges that certain information or know-how relating to the information, documents, products, models or business of STR Accelerator ("Confidential Information") obtained from this Program, including, without limitation processes, systems, contacts, documents, scripts, trade secrets, intellectual property is the exclusive property of STR Accelerator and may comprise confidential and proprietary information or trade secrets that is not readily ascertainable and which derives economic value, actual or potential, from not being generally known. For purposes of this Agreement, the Confidential Information provided through this Program shall be deemed confidential unless expressly indicated otherwise. Customer agrees to hold the Information in the strictest confidence, not to make use thereof except as permitted by STR Accelerator, and not to directly or indirectly copy, reproduce, distribute, release or disclose the Information, in whole or in part, to any third party without the prior written consent of STR Accelerator. You agree to use all reasonable measures to ensure that the confidentiality of the Confidential Information is not impaired. You further agree that your obligations of confidentiality of the Confidential Information survive the expiration or termination of this Agreement.

b. Customer acknowledges that any breach of his/her obligations of confidentiality would cause irreparable damage to STR Accelerator, that such damage would be incapable of precise measurement, and that no adequate remedy at law would exist for such breach. Therefore, Customer agrees, in the event or threat of a breach of confidentiality hereunder by Customer, STR Accelerator shall, in addition to all other remedies available, be entitled to injunctive relief.

Additionally, Customer agrees STR Accelerator shall be entitled to recover from Customer the costs and expenses of STR Accelerator, including reasonable attorneys' fees, incurred in successfully enforcing the provisions of confidentiality pursuant to this Agreement.

5. **Disclaimer of Warranty.** NO WARRANTY IS MADE BY STR ACCELERATOR REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED IN CONNECTION WITH THE PROGRAM, OR RESULTS FROM USE OF SAME. STR ACCELERATOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THE EXCLUSION OF IMPLIED WARRANTIES IS NOT PERMITTED BY LAW.

6. **Limitation of Liability and Damages.** YOU AGREE THAT STR ACCELERATOR'S LEGAL LIABILITY, INCLUDING THE LIABILITY OF ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS, FOR ANY CLAIM MADE BY YOU ARISING OUT OF YOUR USE OF THE WEBSITE OR PURCHASE OF PRODUCTS OR SERVICES OFFERED THEREON SHALL BE LIMITED TO THE AMOUNT YOU PAID TO STR ACCELERATOR EXCEPT AS PROVIDED IN THE ARBITRATION AGREEMENT IN SECTION 11 HEREINBELOW, UNDER NO CIRCUMSTANCES WILL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BE AWARDED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.

7. **Indemnity.** You agree to defend, indemnify and hold STR Accelerator, its affiliates, officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, attorneys, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of

your use of the STR Accelerator Products and Services, your violation of this Agreement, or your breach of any of your acknowledgements, agreements, representations, warranties and obligations herein.

YOU ACKNOWLEDGE THAT STR ACCELERATOR HAS SET ITS PRICES AND HAS PROVIDED ACCESS TO ITS PRODUCTS AND SERVICES IN RELIANCE ON THESE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THIS AGREEMENT, AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS UPON WHICH STR ACCELERATOR OFFERS ITS PRODUCTS AND SERVICES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THIS AGREEMENT SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. **Content Ownership and Confidentiality.**

a. Customer acknowledges that certain information or know-how relating to the information, documents, products, models or business of STR Accelerator ("Confidential Information") obtained from this Program, including, without limitation video lessons, scripts, live presentations, recordings, data processing is the exclusive property of STR Accelerator and may comprise confidential and proprietary information or trade secrets that is not readily ascertainable and which derives economic value, actual or potential, from not being generally known. For purposes of this Agreement, the Confidential Information provided through this Program shall be deemed confidential unless expressly indicated otherwise. Customer agrees to hold the Information in the strictest confidence, not to make use thereof except as permitted by STR Accelerator, and not to directly or indirectly copy, reproduce, distribute, release or disclose the Information, in whole or in part, to any third party without the prior written consent of STR Accelerator. You agree to use all reasonable measures to ensure that the confidentiality of the Confidential Information is not impaired. You further agree that your obligations of confidentiality of the Confidential Information survive the expiration or termination of this Agreement.

b. Customer acknowledges that any breach of his/her obligations of confidentiality would cause irreparable damage to STR Accelerator, that such damage would be incapable of precise measurement, and that no adequate remedy at law would exist for such breach. Therefore, Customer agrees, in the event or threat of a breach of confidentiality hereunder by Customer, STR Accelerator shall, in addition to all other remedies available, be entitled to injunctive relief. Additionally, Customer agrees STR Accelerator shall be entitled to recover from Customer the costs and expenses of STR Accelerator, including reasonable attorneys' fees, incurred in successfully enforcing the provisions of confidentiality pursuant to this Agreement.

9. **Governing Law, Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. Except as may otherwise be provided under the arbitration provision in Section 11 hereinbelow, by entering into this Agreement, Customer consents to the personal jurisdiction of the federal, state, and local courts located within the State of Arizona and to the venue among those courts selected by STR Accelerator in any judicial proceeding initiated by STR Accelerator to enforce the terms of this Agreement.

10. **Payment and Acknowledgement.** In the event of non-payment in accordance with terms of this Agreement, Customer shall pay interest of 1½% per month and all collection costs, court costs and reasonable attorneys' fees incurred by STR Accelerator in collecting amounts due under this Agreement.

11. **Dispute Resolution by Binding Arbitration and Class Action Waiver**

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**Summary:**

Most of your concerns can be resolved quickly to your satisfaction by contacting our Customer Service Center via [concierge@str.io](mailto:concierge@str.io). In the unlikely event that Customer Service cannot resolve your complaint to your satisfaction, or if we have not been able to resolve a dispute with you after trying to do so informally, then except for collection claims and petitions for injunctive relief, we each agree to resolve all other disputes through **binding arbitration rather than in court**. Arbitration is less formal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows less discovery than courts, and is subject to very limited court review. The American Arbitration Association (AAA) will serve as the arbitration provider. We agree that any arbitration under these Terms will take place on an individual basis. **Representative, group, collective or class actions or arbitrations are not permitted.** As explained below, if you prevail in arbitration, STR Accelerator may pay you more than the amount of the arbitrator's award and will pay your actual, reasonable attorney's fees if you are awarded an amount greater than what STR Accelerator offered you to settle the dispute before arbitration.

You may speak with your own lawyer before purchasing any product or service offered by STR Accelerator, but your purchase of any such product or service constitutes your acceptance of this Agreement, including this provision.

#### Arbitration Agreement:

- a. STR Accelerator and you agree to arbitrate all disputes and claims between us before a single arbitrator. The kinds of disputes and claims we agree to arbitrate are intended to be broadly interpreted, including but not limited to:
  - i. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, advertising, or any other legal theory;
  - ii. claims that arose before this Agreement became effective;
  - iii. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - iv. claims that may arise after the termination of this Agreement.

For the purposes of this Arbitration Agreement, references to "STR Accelerator," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of STR Accelerator's products and services under this Agreement or any prior agreements between us.

This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and STR Accelerator are each **WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A REPRESENTATIVE, GROUP, COLLECTIVE OR CLASS ACTION OR ARBITRATION.**

You acknowledge that purchase of products or services from STR Accelerator constitutes a transaction in interstate commerce. The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement survives termination of this Agreement.

- b. A party seeking arbitration under this Agreement must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to STR Accelerator should be addressed to: 4742 N 24<sup>th</sup> St. STE 300 PMB 111 Phoenix, AZ 85016 Attn: Notice of Dispute (the "Notice Address"). STR Accelerator may send a written Notice to the electronic mail address that you provided when you created an account, if any. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If STR Accelerator and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or STR Accelerator may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by STR Accelerator or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we is entitled.

You may download or copy a form to initiate arbitration from the American Arbitration Association ("AAA") website at:

[http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_015820](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820).

(There is a separate form for California residents, also available on the AAA's website at:

[http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_015822](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822).)

- c. After STR Accelerator receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your total claim is for more than \$75,000. If your total claim exceeds \$75,000, the payment of all arbitration fees will be governed by the AAA rules. The filing fee for consumer-initiated arbitrations is currently \$300, but this is subject to change by AAA, the arbitration provider. If you are unable to pay this fee and your total claim is for \$75,000 or less, STR Accelerator will pay the filing fee directly after receiving a written request at the Notice Address. Except as otherwise provided herein, STR Accelerator will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with this Agreement. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse the AIC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.
- d. All arbitration proceedings will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA (collectively, the "AAA Rules"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, except

that issues relating to the scope, enforceability, and interpretation of the arbitration provision and the scope, enforceability, and interpretation of paragraph (f) are for the court to decide.

e. Unless STR Accelerator and you agree otherwise, any arbitration hearings will take place in the county or parish of [name of the contact address you submitted to us]. If your total claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephone hearing, or by an in-person hearing governed by the AAA Rules. If you choose to proceed either by telephone or in person, we may choose to respond only by written or telephonic response. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a telephone or in-person hearing. The parties agree that in any arbitration under this Agreement, neither party will rely on any award or finding of fact or conclusion of law made in any other arbitration to which STR Accelerator was a party. In all cases, the arbitrator shall issue a reasoned, written decision sufficient to explain the findings of fact and conclusions of law on which the award is based.

f. If the arbitrator finds in your favor in any respect on the merits of your claim, and the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then STR Accelerator will pay you either the amount of the award or \$2,000 ("the Alternative Payment"), whichever is greater, plus the actual amount of reasonable attorney's fees and expenses that you incurred in investigating, preparing, and pursuing your claim in arbitration (the "Attorney's Payment"). If we did not make you a written offer to settle the dispute before an arbitrator was selected, you will be entitled to receive the Alternative Payment and the Attorney's Payment, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney's Payment at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorney's fees or expenses is greater than the value of STR Accelerator's last written settlement offer, the arbitrator shall consider only the actual attorney's fees or expenses reasonably incurred before STR Accelerator's settlement offer.

g. The right to attorney's fees and expenses discussed in paragraph (f) supplements any right to attorney's fees and expenses you may have under applicable law. If you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws STR Accelerator may have a right to an award of attorney's fees and expenses from you if it prevails in an arbitration, we will not seek such an award.

h. The arbitrator may award monetary and injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND STR ACCELERATOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED REPRESENTATIVE, GROUP OR CLASS ACTION OR ARBITRATION, OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL.** Further, unless both you and STR Accelerator agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, group or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. All other claims remain subject to this Arbitration Agreement.

i. If the total amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

j. the award rendered by the arbitrator(s) shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof; and (e) the existence and resolution of the arbitration shall be kept confidential by the parties and shall also be kept confidential by the arbitrators. Class arbitration is not permitted by this Agreement.

k. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any material change to this arbitration provision (other than a change to any notice address, website link or telephone number), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and shall not be effective as to disputes which arose prior to the date of termination.



**12. Severability of Agreement.** If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect.

By electronic authorization, the Customer accepts the terms and conditions of this Agreement and authorizes STR Accelerator to immediately charge the credit card and/or debit the bank account provided in payment for the purchase of the Program.

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

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

Phone Number: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_