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Partnership Marketing for Greater Traffic

By Barrett Niehus

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Author: Barrett Niehus
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Online and offline, it should be apparent to you that the response to your product is directly proportional to the number of prospects that are exposed to your branding. This is the fundamental precept of marketing. The question is, how do you maximize your exposure while minimizing your marketing costs? One of the most productive, and effective, forms of marketing is the leveraging of branding partnerships to expand your product's reach. Co-branding, the sharing of brand space on a product, is extremely useful in increasing the reach of your product and increasing the traffic on your web site.

To create a co-branding relationship, take a look at your web site and the products that you sell. Could an online partner benefit from the insertion of his logo on your product or marketing material? Also what products would compliment your product offering. How could you benefit from inserting your logo on these complimentary products? After you have determined where you and a potential partner could benefit by a co-branding relationship, approach potential partners with a co-branding proposal. Offer insertion of his logo on your product in exchange for the same consideration with his products. For tangible

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products, offer inclusion of his printed flyers with your orders in exchange for a similar service. There is no limit to the type of relationship, as long as the benefit is apparent to both parties.

As an example, my organization, <http://www.freetrainer.com> offers the inclusion of a co-brand partner's logo and a link to the partners web site on the downloadable version of our software. In exchange, the co-branded software is offered through our partners site. For us the co-branding benefit is our software is placed into the hands of more users. The benefit to our partners is that their potential customers now have a permanent link to our partners' web site installed on their customers' hard drives, and are exposed to our partners logo every time the software is started.

As I indicated above, the type of relationship depends on the products that you offer, and how well you can leverage your partnerships. For organizations that sell e-books, inclusion of co-branding banners

in on each page can provide significant benefit to a partner. If you sell a tangible product, you may be able to include a partner's flyer with the packaging. For online classes, you may include a "sponsored by" message during the course introduction or as an addendum to the syllabus. Approach potential partners and propose specific services in exchange for your co-branding. Make sure that the marketing benefit from your partner justifies your proposed relationship. Expect that the increase in traffic and exposure that you receive is at least equal to the benefit that your partner will receive. By creating a mutually beneficial relationship, you will increase the reach of your products, fully leverage your own brand, and grow your site traffic.

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Using an LLC to Protect Your Wealth

By James O'Keefe

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Bulletproof" Your Wealth with Family Limited Partnerships and LLC's

A limited partnership is a partnership that has at least one limited partner and one general partner. Most states require the filing of a certificate with the state in order to be recognized as a limited partnership.

The limited partners generally have no liability beyond their contribution to the partnership. If the limited partnership business fails, the creditor cannot go after the limited partners for debts (there are a few minor exceptions to this rule that are not difficult to avoid). Furthermore, limited partners are not personally liable for wrongful acts committed by the other partners. In exchange for this limited liability, the limited partners give up their right to participate in the control and management of the partnership.

The general partners run the management of the partnership. The general partners control the cash

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distributions to the partners. The general partners also have unlimited liability, as in a general partnership. Creditors of the partnership can look to the general partners' personal assets if the limited partnership's assets are insufficient. Furthermore, the general partners are liable to third parties for wrongful conduct within the partnership business (e.g., a "slip and fall lawsuit"). Thus, a corporation is usually better for pure liability protection for its owners.

The limited partnership does not pay taxes as an "entity." It files an informational tax return to the IRS. It issues a form K-1 to the partners who include the partnership income or loss on their personal tax returns. The partners must pay income tax on all gains whether or not the profit is distributed.

Creditors of individual partners cannot take a partner's place in the partnership. A creditor may garnish the partner's share of income (called a "charging order"), but has no right to participate in the management or utilize partnership property. Thus, if a limited partner's income is garnished by a creditor, the general partner (who should be under the limited partner's control) can frustrate the creditor by not distributing income to the partners. Since a partner is required to pay taxes on his share of the income whether or not the income is distributed, guess who gets the tax bill? You guessed it, the creditor! If your assets are held in a limited partnership, they are virtually judgment-proof!

The Family Limited Partnership

Let's look at a variation known as a "family" limited partnership. Suppose that you and your spouse create a limited partnership to hold your family's liquid assets. Your limited partnership contributions are all of your stocks, cash, CD's and mutual funds totaling \$300,000. Your partnership agreement could state that your spouse will act as general partner with a 2% share (the size of the general partnership share does not affect the general partner's power to manage the partnership's affairs). You agree in writing that your contributions constitute a 98% limited partnership interest.

The partnership agreement could further state that the limited partnership shall have the right to buy

out the general partner for his share of the partnership and appoint a new general partner to replace her (the "you" in this example is the husband; we are making the wife general partner because we assume that husband's risk of getting sued is higher; if the opposite were true, then we would arrange the partnership accordingly).

Let's say that you are sued and a creditor obtains a \$50,000 judgment against your name. The creditor can attach your limited partnership interest but only to the extent of your income as a limited partner (called a "charging order"). The creditor who attaches a limited partnership interest cannot participate in the management of the partnership, and thus cannot force the general partner, your spouse, to distribute income. As general partner, your spouse stops paying the limited partners' distributions, because in her discretion the limited partnership would be better served to reinvest the capital.

One year later, the creditor still has a \$50,000 unsatisfied judgment. Just to top it off, the partnership sends the creditor a form "K-1" for the creditor's share of your "phantom" income (In our example, the partnership assets are worth \$300,000. At a 10% annual return, your share of income would be approximately \$30,000 – the creditor would have to pay income taxes in the ballpark of \$10,000! If the

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creditor does not pay the tax due on your undistributed share of income, the IRS may come after the creditor!). You will be in a strong position to force your creditor to settle his claim for a fraction of its value.

Let's say a creditor sues your spouse and tries to attack your spouse's general partnership interest. At that point, the partnership exercises its power under the partnership agreement to buy out her general partnership interest in the amount of \$2,000 or 2%. The partnership then finds a new general partner. With proper planning, this may not be considered a "fraudulent" conveyance because the general partner received full compensation for her partnership share.

"Family" LLC's – To Good to be True?

Another similar tool for protecting your wealth is the LLC or "Limited Liability Company." An LLC is like a cross between a corporation and a limited partnership. All of its partners (called "members") have limited liability and all of its members can participate in the management of the LLC without suffering any liability.

Any assets you hold in an LLC are protected from creditors in the same way your assets are protecting in a limited partnership (i.e., the creditor's remedy is limited to a "charging order"). In addition, since all members are shielded from liability, an LLC may be an excellent device for holding investment real estate – the members are protected from tenant lawsuits and the equity of the members is protected from other creditors.

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