



INDEPENDENT CONTRACTOR AGREEMENT

(Page 1 of 12)

This Independent Contractor Agreement (“Agreement”), dated _____ is made between California Standards, Inc. d/b/a United Realty Group (“Broker”) and _____ (Salesperson or Broker-Associate, referred to as “Associate-Licensee”).

In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

1. **BROKER:** Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as United Realty Group, a California corporation. Broker shall keep Broker’s license current during the term of this agreement.

2. **ASSOCIATE-LICENSEE:** Associate-Licensee represents that he or she is duly licensed by the State of California as a real estate broker or salesperson, and has not used any other names within the past 5 years, except _____. Associate-Licensee shall keep his/her California real estate license current during the term of this Agreement, including satisfying all applicable continuing education and provisional license requirements.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP:**
 - A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; (iii) This Agreement shall not be construed as a partnership.
 - B. Associate-Licensee shall (i) Perform no other activities in association with Broker aside from a real estate sales agent; (ii) Not be treated as an employee for state and federal tax purposes, and shall receive IRS form 1099-MISC from Broker for compensation earned during each calendar year while associated with Broker; and (iii) Perform all duties as a real estate sales agent in accordance with law and with the ethical and professional standards as required, so that Associate-Licensee does not commit any violation of the National Association of Realtors’ Code of Ethics, nor any act of any type for which the Real Estate Commissioner of the State of California is authorized by section 10176 of the California Business and Professions Code to suspend or revoke a license.
 - C. Broker shall not restrict Associate-Licensee’s activities to particular geographical areas, or dictate Associate-Licensee’s activities with regards to hours, leads, open houses, production, prospects, inventory, time off, vacation, or similar activities, except to the extent required by law, and/or Broker’s policies and procedures.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 2 of 12)

- D.** Associate-Licensee shall not be required to accept an assignment by Broker to service any particular current or prospective listing or parties.
- E.** Except as required by law: (i) Associate-Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate-Licensee's selling and soliciting activities; (ii) Associate-Licensee is under the control of Broker as to the results of Associate-Licensee's work only, and not as to the means by which those results are accomplished; (iii) Associate-Licensee has no authority to bind Broker by any promise or representation; (iv) Broker shall not be liable for any obligation or liability incurred by Associate-Licensee.
- F.** Associate-Licensee shall have no authority, and agrees not to: (i) Sign any document in the name of Broker, including but not limited to contracts, agreements, and commission instructions; (ii) Open or maintain any bank account in the name of Broker; (iii) Endorse for collection or deposit any check, money order, or other negotiable instrument made payable to Broker.
- G.** Associate-Licensee agrees that he/she has an exclusive relationship with Broker during the term of this Agreement (even if Associate-Licensee holds a real estate broker's license with the California Bureau of Real Estate), and unless otherwise specified in this Agreement, all activities conducted by Associate-Licensee which require a real estate license shall be performed in Broker's name, using Broker's registered DBA United Realty Group, and corporate license number of 01877638. Furthermore, if Associate-Licensee holds a real estate broker's license with the California Bureau of Real Estate, Associate-Licensee agrees that during the term of this Agreement, Associate-Licensee shall not employ any other real estate licensees under Associate-Licensee's own broker license.
- H.** Associate-Licensee's only remuneration shall be the compensation specified in Addendum 1, which is incorporated by reference into this Agreement.
- I.** The fact that the Broker may carry workers' compensation insurance for Broker's own benefit and for the mutual benefit of Broker and licensees associated with Broker, including Associate-Licensee, shall not create an inference of employment.

4. LICENSED ACTIVITY:

- A.** All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee, and other licensees associated with Broker. Associate-Licensee agrees to work with company approved transaction coordinators to provide Broker a complete file of each closed transaction with all necessary documentation.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 3 of 12)

- B.** Broker shall not be liable to Associate-Licensee for any expenses incurred by Associate-Licensee for any of its acts. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with Associate-Licensee's activities under this Agreement, or any listing or transaction, without reimbursement by Broker except as required by law.
- C.** Associate-Licensee shall work diligently and with his/her best efforts to: (i) sell, exchange, lease, or rent properties listed with Broker or with other cooperating brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law.
- D.** Associate-Licensee shall not commit any unlawful act under federal, state, or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply with all applicable federal, state, and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).
- E. WORKING PLACE:** Broker shall not provide a physical office space for Associate-Licensee, although Broker may, at Broker's discretion, offer office solutions to Associate-Licensee through 3rd party partnerships, depending on location and availability. Alternatively, Associate-Licensee may work from home, personal office (Associate-Licensee must inform Broker in writing prior to opening a personal office, or at the time of affiliation with Broker if Associate-licensee already has a personal office so that appropriate branch office documents may be filed by Broker with the Bureau of Real Estate. Also, Associate-Licensee must have written permission from Broker via Broker's "Branch Office Agreement"), or other place of Associate-Licensee's choice. However, Associate-Licensee is responsible for ensuring compliance with Broker's Office Policy Manual, applicable law, including but not limited to maintaining a business license in good standing for such personal office, and to store all transaction documents in a safe place and provide them to Broker's within the timeline and manner specified in Broker's "Transaction Procedure Manuals". Associate-Licensee must be accessible by phone, fax, email, and postal mail, and respond to all such methods of communication within a maximum of 24 hours.
- F. REALTOR BOARD/BUSINESS LICENSE:** If not already a member of a REALTOR board, Associate-Licensee must join a REALTOR board no later than 45 days after affiliation with Broker. Associate-Licensee is responsible for his/her own REALTOR board expenses, including but not limited to membership dues, MLS dues, and other related miscellaneous expenses. **(Continued on next page)**

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 4 of 12)

Also, Associate-Licensee understands that as an independent contractor, Associate-Licensee may be required to obtain a business license from their local government entity, and failure to do so may result in fines and/or fees being levied upon Associate-Licensee by that government entity. Where required by law, Associate-Licensee must acquire a business license within 15 days of affiliation with Broker. Associate-Licensee is responsible to make the determination as to whether a business license is required by his/her city or county. In the event that a business license is required by Associate-Licensee's local government entity, and Associate-Licensee fails to obtain the required business license, Associate-Licensee shall indemnify and hold Broker harmless against any demands or claims, and shall be responsible for any fees, fines, or costs associated with Associate-Licensee's default in this paragraph. The Broker, at his/her discretion, reserves the right to pay for a business license, and or various REALTOR board expenses, on behalf of Associate-Licensee, and bill Associate-Licensee for any costs incurred.

- G. LEASE TRANSACTIONS:** Associate-Licensee may represent clients in a rental/lease transaction, but may not continue to manage the property after the original rental/lease transaction has been completed. Associate-Licensee may never sign any rental/lease or other documents in place of an owner or tenant. Associate-Licensee may not accept any type of compensation directly from a property owner/landlord or tenant- the compensation must be approved by the Broker, and made payable to the Broker. Associate-Licensee is permitted to conduct their own transaction coordinating on residential lease transactions.
- H. AGENT OWNED PROPERTY:** Any property in which Associate-Licensee has, or will acquire, an ownership, financial, or other legal interest is considered "Agent Owned Property." Associate-Licensee must disclose to principles involved in such transactions, as soon as practicable, that Associate-Licensee holds a real estate license, and that Associate-Licensee has an ownership interest in the property (if Associate-Licensee is acting as seller), or that Associate-Licensee is also acting as buyer, whichever is applicable. Additionally, all transactions involving Agent Owned Property must meet Broker's "Agent Owned property Requirements", which can be found in Broker's online back-office, and include having an approved home warranty, home inspection, and applicable/additional required disclosures prior to close of escrow of such transactions. Associate-Licensee may not represent a buyer in the purchase of any property in which Associate-Licensee has an ownership interest, and may not accept an offer from any buyer, to purchase a property in which Associate-Licensee has an ownership interest, who is represented by any other associate-licensee that is affiliated with Broker.
- I. PROHIBITED ACTIVITIES:** Associate-Licensee agrees not to engage in any of the following Real Estate licensed activities without the express written consent of Broker: 1) Loan Modifications. 2) Loan Brokerage. 3) Business Brokerage. 4) Property Management.
- (continued on next page)

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

However, IF Associate-Licensee has a real estate broker's license with the California Bureau of Real Estate, Associate-Licensee may nonetheless engage in loan modifications, loan brokerage, business brokerage, and/or property management provided that (1) such prohibited activities are not done under the Broker's License, (2) no facilities of Broker (including but not limited to phones, fax, computers, and office space) are used for any such prohibited activities, (3) Associate-Licensee shall not use any marketing, solicitation, or contact information that include Broker's name (including business cards) for such prohibited activities, (4) Associate-Licensee informs any actual or intended Principle for whom Associate-Licensee performs or intends to perform such prohibited activities the name of the broker under whose license the prohibited activities are performed, (5) if Associate-Licensee is performing other permitted licensed activity for that Principle under Broker's license, than Associate-Licensee shall inform any actual or intended Principle for whom the prohibited activities are performed that the prohibited activities are not performed under broker's license, and (6) Associate-Licensee presents to any actual or intended Principle for whom the prohibited activities are performed or intended to be performed any disclosure that Broker has established for such purposes.

5. PROPRIETARY INFORMATION AND FILES:

- A. All files and documents pertaining to listings, leads, and transactions are the property of the Broker, and shall be delivered to Broker by Associate-Licensee immediately upon termination of this Agreement, and/or according to the manner and term indicated in Broker's Office Policy Manual and Transaction Procedures Manuals.
- B. Associate-Licensee acknowledges that Broker's method of conducting business, including but not limited to Broker's files, documents, leads, company materials, online back-office, company usernames/passwords/login credentials, online and offline systems, and information generally not available to third parties (collectively referred to as "Proprietary Information") is a protected trade secret.
- C. Associate-Licensee shall not share with any unauthorized party or use to his/her own advantage, or the advantage of any other person, business or entity, except as specifically agreed and authorized by Broker in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, files of Broker, or other material deemed by Broker to be Proprietary Information. Associate-Licensee understands and agrees that a violation of this paragraph would cause significant negative consequences to Broker in the marketplace, monetary or otherwise, for which Associate-Licensee would be held liable through various means as permitted by law, at the discretion of Broker, including but not limited to monetary charges being assessed by Broker against compensation due Associate-Licensee (as described in Addendum 1), termination, and/or litigation.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 6 of 12)

- 6. ACTIVITY REPORTING/SUPERVISION:** Associate-Licensee shall read and be familiar with the Broker's written Transaction Procedures Manuals, training videos, and other training material (collectively referred to as "Transaction Procedures Manuals"), which are posted on the Broker's online back-office, and shall follow their instructions to fulfill the activity reporting requirements, and all other requirements contained within them. Associate-Licensee understands that Broker's Transaction Procedures Manuals may change from time to time, at Brokers sole discretion, and that the Transaction Procedures Manuals posted online, in Broker's back-office, at any time represent the Broker's current Transaction Procedures Manuals. Associate-Licensee understands that Broker may assess charges to Associate-Licensee for failing to follow Broker's activity reporting requirements (see Addendum 1 for details). Associate-Licensee is required to report all real estate activities to the Broker within 48 hours of their occurrence, including listing agreements, accepted purchase agreements, cancelled or expired agreements, renewed agreements, referral fee agreements, and/or any other contract or arrangement involving services rendered pursuant to this Agreement. In addition, Associate-Licensee, within 48 hours of preparing, signing, or receiving same, shall submit to Broker (1) All documents which may have a material effect on the rights and duties of principles in a transaction; (2) Any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to Associate-Licensee; and (3) All documents associated with any real estate transaction in which Associate-Licensee is principle.
- 7. TRUST FUNDS:** Associate-Licensee acknowledges and understands that Broker's policy does not permit Associate-Licensee to accept any trust funds, of any kind, from any party, unless Broker's written approval to do so is given. The practice required by Broker, unless Broker's written permission to the contrary is provided, is to instruct the parties who will be issuing trust funds/items to send those items directly to the designated escrow holder, without ever taking possession of the trust funds/items. In the event that Associate-Licensee becomes involved in a transaction which involves no escrow holder, and/or Associate-Licensee is requested by any party to take possession of any trust funds/items, Associate-Licensee shall nonetheless not take possession of the trust funds/items and shall immediately notify Broker, and await further instruction from Broker on how to handle the situation. Associate-Licensee shall never receive funds from clients in its personal name, nor receive any cash payments from clients.
- 8. COMPENSATION:**
- A. TO BROKER:** Compensation shall be charged to parties who enter into listing or other agreements for services requiring a real estate license: Broker's compensation/portion of the total commission is specified in Addendum 1, incorporated by reference into this Agreement. Associate-Licensee may use his/her own discretion regarding the amount of commission fee to charge parties for services requiring a real estate license rendered pursuant to this Agreement, provided that (1) fees charged do not exceed an amount that would be generally accepted as reasonable and/or customary for the particular service being rendered;
(continued on next page)

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 7 of 12)

- (2) fees charged for a particular listing or transaction are no less than the amount of compensation due Broker, for that particular listing or transaction, as outlined and agreed by Broker and Associate-Licensee in Addendum 1 of this Agreement. If Associate-Licensee agrees to perform a service free of charge, or charge a party an amount which is less than Broker's fees as outlined in Addendum 1 of this Agreement, Associate-Licensee shall (1) be required to obtain written approval from Broker prior to doing so; and (2) be responsible to compensate Broker for any difference between the amount of compensation actually collected, if any, and Broker's fees as outlined and agreed by Broker and Associate-Licensee in Addendum 1 of this Agreement. In no event shall Broker be personally liable to Associate-Licensee for Associate-Licensee's share of commissions not collected.
- B. TO ASSOCIATE-LICENSEE:** Associate-Licensee shall receive a share of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause, as follows: Associate-Licensee shall receive 100% of compensation actually collected by Broker, minus Broker compensation as outlined and agreed between Broker and Associate-Licensee on Addendum 1, which is incorporated into this Agreement by reference.
- C. MONTHLY FEES:** All monthly fees shall automatically be charged to Associate-Licensee's credit card or checking account, on a recurring monthly basis (generally on the 5th calendar day of each month), as outlined and agreed between Broker and Associate-Licensee on Addendum 1, which is incorporated into this Agreement by reference. Failed billing attempts due to expired credit card/checking account information and/or insufficient funds shall be subject to Broker's late payment policy, as set forth in Broker's Office Policy Manual.
- D. ONE-TIME ACTIVATION FEE:** Associate-Licensee shall be charged a one-time administrative activation fee of \$99 to be paid upon execution of this Agreement. The Activation Fee shall be used by Broker to offset expenses relating to Associate-Licensee's initial setup with Broker, which include processing Associate-Licensee's initial application, processing and facilitating Associate-Licensee's Realtor Association/MLS application or member transfer, initial setup of Associate-Licensee's IDX website, company email address, phone extension control panel, Broker's online back-office, transaction management platform, and setup of Associate-Licensee's tax information for 1099 purposes.
- E. BROKER SUPPLIED LEADS:** Broker may, at Broker's discretion, provide client leads ("Lead" or "Leads") to Associate-Licensee. Should Associate-Licensee choose to accept such Leads, Associate-Licensee shall pay a 30% referral fee of all earned commissions (involving Leads) to Broker, in addition to any fees due to Broker as outlined and agreed between Broker and Associate-Licensee in Addendum 1, which is incorporated into this Agreement by reference. Referral fees to Broker are owed for all transactions involving Leads for 24 months from the date the Lead is accepted.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 8 of 12)

- F. PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:** If Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker.
- G. EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice. If Associate-Licensee's compensation is subject to a lien, garnishment, or other restriction on payment, Broker shall charge Associate-Licensee a fee for complying with such restriction.
- H. PAYMENT:** (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Associate-Licensee. (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction, or any other transaction involving Associate-Licensee, for which Associate-Licensee has not yet been paid, amounts for which Associate-Licensee may be responsible under the "Notice of Clams" section of this Agreement. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.
- I. UPON OR AFTER TERMINATION:** If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee, Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such compensation shall be deducted from Associate-Licensee's share of compensation.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 9 of 12)

- 9. TERMINATION OF RELATIONSHIP:** Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit: (i) prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker; (ii) any principle with existing contractual obligations to Broker; or (iii) any principle with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.
- 10. AUTOMOBILE:** Associate-Licensee shall maintain automobile insurance coverage for liability and property damage, at least to the minimum extent required by law. Broker shall be named as an additional insured party on Associate-Licensee's policies. A copy of the endorsement showing Broker as an additional insured shall be provided to Broker upon demand. Broker shall be indemnified and held harmless against any claims or demands resulting from any automobile accident involving Associate-Licensee, or as a result of Associate-Licensee's default in this paragraph. Associate-Licensee shall keep his/her vehicle properly maintained, and in safe driving condition at all times. Associate-Licensee shall never drive while under the influence of any substance.
- 11. PERSONAL ASSISTANTS:** Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied: 1) Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, including, but not limited to, compensation, supervision, and compliance with applicable law. The agreement shall be subject to Broker's review and approval. 2) Unless otherwise agreed in writing, if the personal assistant has a real estate license, that license must be provided to the Broker. 3) Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes. 4) Associate-Licensee shall be responsible for providing workers' compensation insurance for the benefit of Associate-Licensee and Associate-Licensee's personal assistants/employees. Broker shall not provide workers' compensation to/for the benefit of Associate-Licensee's personal assistants/employees.
- 12. OFFICE POLICY MANUAL:** If Broker's Office Policy Manual, now or as modified in the future, conflict with or differs from the terms of this Agreement, the terms of the Office Policy Manual shall govern the relationship between Broker and Associate-Licensee. Changes to Office Policy Manual may be made from time to time at the sole discretion of Broker, with or without prior notice. The Office Policy Manual posted online in Broker's back-office at any time represents the Broker's current Office Policy Manual.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

13. SOLICITATION OF AGENTS: Associate-Licensee agrees not to solicit, recruit, employ, or entice Broker's partners, affiliates, agents and/or employees in any manner to leave Broker's employment, association, or affiliation for a period of no less than 24 months following termination of this Agreement, or while employed by Broker.

14. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:

- A.** Regarding any action taken or omitted by Associate-Licensee in connection with services rendered or to be rendered pursuant to this Agreement or Real Estate licensed activity prohibited by this Agreement: (i) Associate-Licensee agrees to indemnify, defend and hold Broker and its owners, affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from all claims, disputes, litigation, judgments, awards, costs, and attorney's fees, arising therefrom and (ii) Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuit or claim regarding any such action.
- B.** Any such claims or costs payable pursuant to this Agreement, including but not limited to the deductible amount of Broker's professional liability insurance policy for covered transactions, if applicable, shall be paid in full by Associate-Licensee, who hereby agrees to indemnify, defend, and hold harmless Broker for all such sums. Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement. Broker shall make available to Associate-Licensee, on Broker's online back-office, a copy of Broker's current professional liability insurance policy declarations page, if applicable, reflecting the amount of the professional liability insurance policy deductible for covered transactions.

15. REFERRAL PROGRAM: United Realty Group offers incentives to our Associate-Licensees to recruit other agents to United Realty Group. If Associate-Licensee recruits an agent who joins Broker under the "Silver Plan", Associate-Licensee shall receive a \$100 referral fee for every sale transaction that is closed by the referred agent. If Associate-Licensee recruits an agent who joins under the "Gold Plan," Associate-Licensee shall receive a \$125 referral fee upon closing of the referred agents' first transaction. If referred agent joins under the "Silver Plan" and later switches to the "Gold Plan", Associate-Licensee will no longer receive the \$100 referral fee for every transaction closed by referred agent, once Associate-Licensee has reached an aggregate referral fee amount of \$125 for that particular referred agent. If referred agent joins under the "Gold Plan" and later switches to the "Silver Plan", Associate-Licensee will not be eligible to receive the \$100 referral fee for every transaction closed by referred agent, once Associate-Licensee has reached an aggregate referral amount of \$125 for that particular referred agent. Associate-Licensee shall only be entitled to referral fees for agents Associate-Licensee recruited after Associate-Licensee's affiliation with Broker, and referral fees shall only be paid to Associate-Licensee for transactions in which the referred agent paid the full Broker fee (no referral fees will be paid for transactions closed by referred agent, in which referred agent was charged a discounted Broker fee). **(continued on next page)**

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

(Page 11 of 12)

Upon termination of Associate-Licensee or referred agent's affiliation with Broker, Associate-Licensee will no longer be eligible to receive referral fees. An associate is not eligible to receive a referral fee for recruiting a spouse, or for recruiting agents who work with Associate-Licensee as a team. Additionally, if Associate-Licensee recruits a group of agents who work as a team (a team of agents that are not a part of Associate-Licensee's team), Associate-Licensee shall be given credit for recruiting one agent. The terms of the Referral Program, including the amount of compensation for recruiting agents to Broker, can be modified at any time, with or without notice, at the sole discretion of Broker, and the terms of the Referral Program posted on Broker's online back-office at any time shall represent the current terms of the Referral Program. If there are any contradictions between the terms of the Referral Program as outlined in this Agreement and the terms posted at any time on Broker's online back-office, the terms posted on Broker's online back-office shall prevail.

- 16. TESTIMONIALS:** Associate-Licensee hereby grants Broker authorization and permission to use any testimonial, provided by Associate-Licensee (including verbal, written, video, and/or other types of testimonials) for marketing and promotional purposes as Broker sees fit.
- 17. FICTITIOUS BUSINESS NAMES AND LOGOS:** While affiliated with Broker, Associate-Licensee shall use Broker's name, "United Realty Group" and distinctive logo on signage, stationary, websites, and/or any other marketing materials. Associate-Licensee agrees that Broker retains exclusive rights to the "United Realty Group" name, trademark, and graphics. Associate-Licensee agrees to discontinue the use of the United Realty Group trademark name, logo, and graphics immediately upon the termination of this Agreement.
- 18. ADVERTISING AND SOLICITATIONS:** All advertising done by Associate-Licensee must receive prior written approval of Broker. No telephone solicitation is allowed by Associate-Licensee to individuals who have registered their telephone numbers on a national do-not-call registry. Also, Associate-Licensee is not authorized and shall not at anytime create an online profile using the corporate address of Broker, or the address of any branch office for which Associate-Licensee is not the lessee or owner of that branch. Associate-Licensee agrees to hold Broker harmless for any costs, damages, legal or otherwise, specifically arising as a result of Associate-Licensee's failure to comply with this section.
- 19. DEFINITIONS:** As used in this Agreement, the following terms have the meanings indicated:
- A. "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.

Associate Licensee Initials (_____)

INDEPENDENT CONTRACTOR AGREEMENT

- B. "Compensation" means compensation for acts requiring a real estate license, regardless whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.
- C. "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

20. ATTORNEY FEES: In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.

21. APPLICABLE LAW: This Agreement is entered into in the County of San Diego, California, and shall be governed by the laws of the State of California. Any lawsuit or claim that is filed, which arises out of, relates to, or is governed by the terms of this agreement, must be filed in the County of San Diego, State of California.

22. ENTIRE AGREEMENT: All prior agreements between the parties concerning their relationship as Broker and Associate-Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee. If any provision of this agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this agreement and the remaining provisions of this agreement shall remain in force.

United Realty Group

Associate-Licensee

Officer Name & Title

Name

Signature

Signature

Date

Date