Connect Realty.com, Inc.
Independent Contractor Agreement

This agreement is entered effective the date set forth below between Connect Realty.com, Inc. and _____, the ("Agent"). Connect Realty.com, Inc. is hereafter referred to as "Connect Realty"

RECITALS

A. Connect Realty is a real estate brokerage company in the State of _____ and maintains offices therein;
B. The Agent is duly licensed by the State of _____ as a real estate Agent or broker;
C. Connect Realty and the Agent desire to establish an independent contractual relationship to engage in real estate brokerage transactions for their mutual benefit; and
D. Connect Realty and the Agent desire that this agreement, Policies and Procedures and commission schedule under which the Agent will be compensated, govern the independent contractor relationship between them.

AGREEMENTS

Now, Therefore, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. Real Estate Brokerage Relationship.

   a. Connect Realty and the Agent hereby establish an independent contractual relationship whereby the Agent shall act as a Agent representing Connect Realty in real estate brokerage transactions. Agent will work diligently and exercise the Agent's best efforts to sell, lease or rent any and all real estate listed with or available to Connect Realty or the Agent and to solicit listings and customers for real estate brokerage transactions. Such real estate transactions shall primarily involve residential property and such other types of property as is customarily dealt with by Connect Realty Agent shall also promote the business of serving the public in real estate transactions while striving to achieve mutual benefit and profit to the parties herein.

   b. During the performance of this Agreement and subject to the other terms of this agreement, Agent shall be authorized to hold himself public as a Agent of Connect Realty in performing one or more of the following limited acts (collectively, "Authorized Acts"):

      i. sale, exchange, purchase, rent, or leasing of real estate;

      ii. offer to sell, exchange, purchase, rent, or lease real estate;

      iii. negotiation or attempt to negotiate the listing, sale, exchange, purchase, rental, or leasing of real estate;

      iv. listing or offering or attempting to list real estate for sale, rental. lease, exchange, or trade;

      v. make market comparisons of value of real estate;

      vi. aiding attempting, or offering to aid in locating or obtaining for purchase, rent, or lease any real estate;

      vii. consulting on any of the areas identified in items (i) through (vi) above.

c. Agent is not authorized to hold himself or herself out to the public as an Agent or other agent of Connect Realty in connection with any of the following acts (collectively, "Unauthorized Acts"):

i. inspection, examination, evaluation, or determination of the condition or integrity of the structural, mechanical, electrical, plumbing, and any other components or systems of any structure or improvement to real estate;

ii. inspection of any structure or improvement to real estate for termites and other wood-infesting organisms;

iii. evaluation or determination of the need of any structure or improvement to real estate for treatment for termites or other wood-infesting organisms;

iv. evaluation of the success of any program for the treatment for termites or other wood-infesting organisms performed or proposed to be performed with respect to any structure or improvement to real estate;

v. recommendation, referral, or selection of any professional person to undertake any inspection, evaluation, construction, or repair of any real estate or any structure or improvement to real estate for any purpose whatsoever;

vi. while performing any Authorized Act, making a material misrepresentation, or failing to disclose to a potential purchaser any latent structural defect or any other defect known to the Agent;

vii. while performing any Authorized Act, making a false promise of a character likely to influence, persuade, or induce any person to enter into a contract or agreement when the Agent could not or did not intend to keep such promise;

viii. while performing any Authorized Act, pursuing a continued and flagrant course of misrepresentation or making of false promises through a Agent, advertising, or otherwise;

ix. while performing any Authorized Act, failing to make clear, to all parties to a transaction, which party the Agent is acting for, or receiving compensation from more than one party except with the full knowledge and consent of all parties; and

x. mortgage lending services; title services

xi. placing any advertising in any medium that does not identify Connect Realty as the Agent's company association;

xii. creating any promotional/advertising materials, either printed or electronic, that does not comply with the Connect Realty Identity Standards Manual; and

xiii. any other act or course of conduct prohibited by the Code of Ethics of the National Association of Realtors® any applicable laws or regulations, including those governing the actions of real estate brokers or sales agents, as amended, modified, supplemented, interpreted, construed, extended, and/or implemented.

2. Independent Contractor Relationship.

   a. The parties intend to establish an independent contractual relationship. The Agent agrees that he or she is not a servant, employee, joint venture or partner of Connect Realty the Agent shall retain sole discretion and judgment as to the manner and means of conducting the activities enumerated in paragraph 1.b. above. Beyond assuring that its operations are in conformity with the law and regulations, will not direct or control the Agent's activities as to hours, floor time, open houses, leads, sales meetings, training, vacations, time off or other activities.

   b. Agent acknowledges that Connect Realty elects not to cover Agent under its Worker's Compensation contract. Agent acknowledges and stipulates that Agent will not be covered under any Worker's Compensation law. In the event a court should decide that said Agent is an employee, notwithstanding the stipulation and this acknowledgment by Agent that Agent is an independent contractor, then the undersigned Agent elects and hereby gives notice in advance that he or she will not be bound by the local state Worker's Compensation Act.

   c. Agent may elect to retain a person to act as a personal assistant solely to support and assist Agent in the performance of Agent's duties as a real estate Agent; however, personal assistants who are not licensed real estate agents shall not perform and functions and duties which require a license. The retaining of an assistant shall not affect the Commission Schedule. Agent shall comply with all policies of Connect Realty, as same may be amended from time to time and including those policies contained in the Policy Manual relating to the retention of personal assistants and shall execute all such documentation required by Connect Realty relating to personal assistants.

3. Payment of Taxes. The Agent will not be treated as an employee of Connect Realty for federal or state tax purposes with respect to the services rendered under this agreement. Connect Realty shall, to the extent it is legally required to do so, file all necessary tax information and reports with Federal, state and local taxing authorities, including an Internal Revenue Service Form 1099, to report the commissions of the Agent arising under this agreement. Connect Realty shall not withhold or pay income taxes, social security taxes, disability, worker's compensation, or unemployment insurance payments, or any other assessments or taxes from the commissions of the Agent unless required to do so by law notwithstanding the independent contractual relationship of the parties. The Agent represents and warrants that the Agent will report all income earned from Connect Realty pursuant to this agreement to the appropriate taxing authorities and pay all federal, state and local assessments required to be paid by the Agent under law.

4. Commissions.

   a. The Agent shall be entitled to a share of the commissions earned and received by Connect Realty as provided in the Commission Plan Agreement, or as may be otherwise agreed in advance by the parties in writing as to a particular transaction. Agent understands that Connect Realty may alter the current published Commission Plan Agreement from time to time. Revisions to the Commission Plan Agreement shall be immediately applicable to all transactions involving the Agent and the Agent will be compensated based upon the commission schedule in effect at the time of the closing of the transaction.

   b. The Agent shall charge the parties to a transaction with the usual and customary commissions for particular transactions. The parties to a sales transaction shall be directed to pay all commissions due Connect Realty from such transaction to Connect Realty Connect Realty will pay the Agent’s share of the commissions as soon as practicable after receipt. In no event will Connect Realty be liable to the Agent for the Agent's share of commissions not received by Connect Realty, nor will the Agent be entitled to any advance or payment from Connect Realty upon commissions not yet received. The Agent will not be personally liable to Connect Realty for any commissions not received by Connect Realty from parties to a transaction. It is understood and agreed that the Agent's only remuneration for the services being rendered under this agreement is the Agent's share of the commissions paid by the parties for a particular real estate transaction. Connect Realty shall have the exclusive right, in its sole and absolute discretion, to determine whether to commence litigation to collect a commission or to

settle any such litigation or dispute as to commissions due.

c. From time to time, in the course of conducting business, Connect Realty may agree, in its sole and absolute discretion, to advance funds to or on behalf of the Agent. The Agent hereby expressly grants Connect Realty the right, without prior notice, to subsequently deduct any such advanced funds or any other amounts owed by Agent to Connect Realty under the terms of this agreement from funds owed to the Agent by Connect Realty as permitted by law.

5. Policies and Continuing Education.

a. Connect Realty shall provide advice, information and cooperation as the Agent shall reasonably request. Connect Realty periodically provides meetings for the education and improvement of the skills of its salespeople. The Agent is encouraged, but not required, to attend such meetings.

6. Licensing. Connect Realty will maintain its broker's license with the proper state licensing agency and may from time to time, be a member of the National Association of Realtors® ("NAR"), the local state Association of Realtors, various local realty boards or associations and Multiple Listing Services ("MLS"). The Agent agrees to maintain the Agent's real estate license in good standing and to become a member of NAR, the local state Association of Realtors and the local organizations and MLS of which Connect Realty is a member in those areas where Agent will do business. The Agent will be solely responsible for the payment of the Agent's professional license fees and will not violate any law or regulation applicable to the conduct of the real estate brokerage business. The Agent will, furthermore, abide by the Code of Ethics and Bylaws of the NAR, the state Association of Realtors, and the local realty boards or associations of which Connect Realty is a member in those areas where the Agent will do business. The Agent shall pay all dues (including Multiple Listing Service fees) in a timely fashion.

7. Listings and Deposits. All listings of property and contracts in connection with the real estate business shall be taken in the name of Connect Realty The Agent shall file any listing obtained by the Agent with Connect Realty within twenty-four (24) hours after the receipt thereof. All deposits received by the Agent on a transaction shall be immediately turned over to Connect Realty for further handling in accordance with the instructions of the state requirements. Connect Realty shall also make available to the Agent all current open and exclusive listings except those, which Connect Realty may, in its sole and absolute discretion, deem advisable, appropriate or necessary under the particular circumstances to place exclusively in the possession of another Agent. Connect Realty shall also make available to the Agent such prospective purchasers as Connect Realty.Com, Inc., in its sole and absolute discretion, shall select and deem appropriate under the circumstances. When Agent's association with Connect Realty terminates for any reason the company will release and allow the Agent to take all solo listings and Buyer agency contracts that are not pending sale and the Agent was responsible for obtaining. If the Agent shares listings or agency contracts with other Agent's associated with the company the listings or agency contracts will remain with the company The Agent, however, will receive his/her full share of the related commission upon closing of a property transaction.

8. Authorized Transactions. The Agent will have no authority to bind Connect Realty by any promise, statement, or representation unless specifically authorized to do so in writing by an officer of Connect Realty as to a particular transaction. Connect Realty will not be liable to the Agent or responsible to other persons or entities for any expenses incurred by the Agent or for any of the Agent's acts, except as specifically required by law. In the event Connect Realty has paid or incurred an expense of a Agent, Connect Realty may deduct such amounts from commissions otherwise due Agent as provided herein.

9. Indemnification.

a. The provisions of this Section 10 establish the respective rights and liabilities of Connect Realty and Agent with respect to legal claims and lawsuits arising out of transactions in which Connect Realty acted as a real estate broker and Agent represented Connect Realty as a real estate Agent, and to all other legal claims and lawsuits in which claims, demands or causes of action are or may be asserted against Connect Realty and/or Agent based in whole or in part on an alleged act or omission of Agent. For purposes of this Section 10, "legal claims or lawsuits" (hereinafter referred to as "claims") shall be construed broadly, and shall include, but not be limited to demand letters,

consumer complaints, civil lawsuits, criminal proceedings, administrative proceedings (e.g. by governmental authority having the power to regulate and/or discipline Connect Realty's business, such as a state real estate regulatory commission), and arbitration proceedings.

b. Connect Realty obtains and maintains or self-insure for errors and omissions insurance coverage. The Agent shall have the right to acquire such other insurance coverage as the Agent may deem necessary to fully protect the Agent; however maintaining such coverage will not relieve Agent of his or her obligations under Section 5.a. above.

c. The Agent shall thoroughly read all legal memos from Connect Realty, all legal materials and memos from the state Association of Realtors and attend all Connect Realty sponsored legal seminars either in person on on-line.

d. In the event of a claim, Connect Realty shall have the right (with the approval of any insurance carrier providing errors and omissions coverage ("E&O Carrier"), as applicable) to appoint legal counsel to represent Agent and/or Connect Realty. With regard to a claim for which an E&O Carrier tenders a defense, Connect Realty shall have the exclusive right to settle any such claim for an amount equal to or less that the applicable deductible amount, and shall have the exclusive right to consent to a settlement proposed by the E&O Carrier in excess of the applicable deductible amount, provided that the E&O Carrier pays all amounts in excess of the applicable deductible amount for such claim. With regard to any claim that is not covered by an errors and omissions insurance policy ("E&O Policy") (including a claim that is covered by a self-insurance program maintained by Connect Realty), or a claim that exceeds or might exhaust the policy limits of any applicable E&O Policy, Connect Realty shall have the sole and exclusive right to settle such claim.

e. With regard to any claim that is covered by an E&O Policy or by a self-insurance program maintained by Connect Realty, Agent shall be responsible for, and shall pay Connect Realty or reimburse Connect Realty for part of the deductible attributable to such claim ("E&O Deductible").

f. **In addition to Agent's responsibility to pay part of any E&O Deductible. Agent shall indemnify and hold harmless Connect Realty from any and all other costs or damages (including costs and damages agreed to by settlement) incurred by Connect Realty in any and all legal claims and lawsuits which costs and/or damages are not paid by an E&O policy or by a self-insurance program maintained by Connect Realty. This indemnity obligation includes all claims, costs, court costs, judgments, fines, penalties, monetary sanctions, damages, exemplary damages, statutory damages, and attorney's fees incurred or paid by Connect Realty in connection with any such claim. Agent understands that certain types of claims may not be covered by real estate agent's errors and omissions insurance and/or by a self-insurance program maintained by Connect Realty. These claims may include claims of discrimination, fraud, violations of statutory consumer protection laws such as the Deceptive Trade Practices Act, other claims based on intentional wrongful conduct, and claims arising out of transactions in which Agent is a principal. In the event that a claim is excluded from coverage under the E&O Policy and/or by a self-insurance program maintained by Connect Realty Agent shall be responsible for all amounts paid by or incurred by Connect Realty in the resolution of such claim, whether by settlement, judgment or otherwise. All provisions of this Section 10 shall survive the termination of this Agreement between Connect Realty and Agent and will continue in force and effect after any termination of this Agreement and/or any termination of the relationship between Connect Realty and Agent.**

10. Termination: Non-solicitation: Nondisclosure. This Agreement and the relationship between the parties are terminable at will by either party without cause immediately upon presenting written notice. After termination of this Agreement, the Agent shall be referred to herein as a "Terminated Agent" whether the Agreement is terminated by Connect Realty or the Agent.

The Agent shall not, during and for a period of one (1) year after the termination of this agreement, directly or indirectly, solicit or otherwise attempt in any manner to induce any Agent (broker or salesman) or employee of Connect Realty to terminate his or her association or employment. The Agent shall not, during and for the longest period allowed by law after the termination of this agreement, use, to the Agent's own advantage or the advantage of any other person or entity, any confidential information or trade secrets gained for or from the files or business of Connect Realty. Upon the termination of the Agent's relationship with Connect Realty, all information and property of Connect Realty in the Terminated Agent's possession; including without limitation, manuals, listing books and records, forms, executed agreements and instruments, files, and all other instruments and documents shall be immediately returned to Connect Realty The Agent agrees that, while the breach of this paragraph may cause Connect Realty monetary damages (which Connect Realty may recover as provable according to law), said breach would also cause great and irreparable injury for which there would be no adequate legal remedy to Connect Realty Therefore, the Agent agrees that Connect Realty shall be entitled to injunctive relief to prevent any breach or threatened breach of this paragraph by the Agent. Connect Realty shall be entitled to such relief on a showing of any such breach of this paragraph or on a showing of reasonable belief of an intended immediate breach. Resort by Connect Realty to injunctive or other equitable relief will not be construed as a waiver of any of the rights Connect Realty may have against the Agent for damages or otherwise.

11. Computer License Copyright Compliance. With regard to copyright and patent infringement of software, it is the express policy of Connect Realty that Agent will, and Agent expressly agrees to (1) strictly comply with all applicable laws, rules and regulations regarding unauthorized use or installation of software on Connect Realty's computer systems and on Agent's computer systems that are used in the course of Agent's business; (2) strictly comply with all license and use agreements in effect for any software used by Agent on Connect Realty's and Agent computer systems; and (3) only use computer software programs on Connect Realty's computer systems that have been duly purchased by and properly licensed to Connect Realty. Agent shall not install, duplicate or share any software program, whether owned by Connect Realty or otherwise, without the express written consent of Connect Realty.

12. **Automobile Insurance Coverage. As Independent Contractors you are required to carry an automobile insurance policy that covers Bodily Injury, Property Damage Liability and Uninsured Motorist. CONNECT REALTY DOES NOT PROVIDE ANY AUTOMOBILE COVERAGE OR LIABILITY COVERAGE AS PART OF ANY OTHER REAL ESTATE TRANSACTION INSURANCE COVERAGE POLICY. IT IS STRONGLY RECOMMENDED THAT YOU CONTACT YOUR AUTOMOBILE INSURANCE CARRIER AND DISCUSS WHAT CHANGES ARE REQUIRED TO PROPERLY COVER YOU AND YOUR VEHICLE.**

13. Counterparts; Facsimile Signatures. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties sign the same document. All counterparts shall be construed together and shall constitute one and the same instrument. This agreement may be executed by facsimile signature, which for all purposes shall be deemed an original signature.

14. Amendments or Modifications to Company documents and/or Agreements. Connect Realty.com, Inc. reserves the right to modify or amend company documents. All Independent Contractors & employees will be notified of any modifications or amendments to company documents and/or agreements.

15. Venue. This agreement will be governed, construed and enforced pursuant to the laws of the State of _____ and all obligations of the parties created hereunder are performable in the state(s) of _____.

16. Construction. This agreement will not be construed more or less favorably among the parties by reason of authorship or origin of language. The word "including" when appearing in this agreement should not be construed to limit the words preceding it and should be construed to mean "including but not limited to". For purposes of this agreement, whenever a party to this Agreement is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by that party for any reason or for no reason, whether such discretion is arbitrary, uncontrolled or unreasonable and such exercise of discretion shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise.

17. Incorporation; Entire Agreement. The Policy Manual and Commission Schedule are incorporated herein by reference for all purposes. This agreement, together with the HR Manual and Commission Schedule. Represent the entire agreement between the parties, all representations or understandings having been incorporated herein or otherwise superseded.

IN WITNESS WHEREOF, this agreement has been executed on the _____day of _____, 200___.

Connect Realty

BY: _____

Name: _____

Title: _____

By signing below, the Agent acknowledges and agrees to all of the terms of this Agreement, and further acknowledges receipt of copies of the Drug and Alcohol Policy in effect on the date of the execution of this agreement. Agent further acknowledges that he/she is responsible for complying with the Drug and Alcohol Policy and that Connect Realty reserves the right to add, supplement, amend, modify or delete any provisions contained in the Drug and Alcohol Policy and Agent Commission Schedule at any time in its sole and absolute discretion.

AGENT:

_____

Signature

Printed Name: _____

Connect Realty Agent#: _____