

GLOBAL REALTY SERVICES, LLC

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made this _____ day of _____ 20 ____ between Global Realty Services, LLC, a limited liability company organized and existing under the laws of the State of Ohio (the "Company") and _____ residing at _____ ("Independent Contractor").

WITNESSETH:

WHEREAS, the company is now engaged in business as a real estate referral broker in the State of Ohio; and

WHEREAS, Independent Contractor is duly licensed as a real estate broker or salesperson in the State of Ohio and enjoys a reputation for fair and honest dealing with the public; and

WHEREAS, Independent Contractor desires to engage in the business of procuring and furnishing buyers and sellers of real estate to licensed brokers actively engaged in the business of listing and selling real estate; and

WHEREAS, Independent Contractor wishes the benefit of an affiliation with the Company in connection with the conduct by Independent Contractors of its referral business; and

WHEREAS, it is believed to be the mutual advantage of the Company and the Independent Contractor to enter into this agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Company and Independent Contractor agree to affiliate with one another for the limited purpose of permitting Independent Contractor to refer to the Company prospective sellers and buyers of real estate.
2. The Company and the Independent Contractor agree that Independent Contractor will not list any real estate for sale, exchange, lease or rental nor represent any prospective sellers in the sale of their real estate or prospective buyers in the purchase of real estate.
3. Independent Contractor agrees to refer all prospective clients, customers, buyers and sellers of which Independent Contractor becomes aware, to the Company in accordance with the procedures prescribed by the Company.

Independent Contractor shall not be compensated for the referral of any prospective buyer or seller if the company determines that such buyer or seller has been previously referred to the Company by another referral associate of the company or any other source. In the event such determination is made, the Company will promptly notify Independent Contractor.

It is specifically understood and agreed by Independent Contractor that the Company shall have the exclusive, absolute and unconditional right to select the active broker to whom any prospective seller or buyer is to be referred. Independent Contractor further understands and agrees that the Company and the Company alone will make the referral of all prospective sellers or buyers to an active broker selected by it. In no event shall Independent Contractor refer a prospect directly to an active broker whether such active broker has been selected or designated for prior referral by the Company. All contact with active brokers shall be made through the company. Independent Contractor has the right to have referrals placed with any licensed realtor of choice, if possible.

4. Independent Contractor agrees that so long as this Agreement is in force and in effect the Independent Contractor will not refer any prospective buyer and seller to another real estate broker. Nothing herein contained shall preclude Independent Contractor from selling or purchasing real estate for the Independent Contractor's own account provided that no real estate brokerage commission or fee is paid or received by the Independent Contractor in connection with such transaction unless such commission or fee is the result of a referral by the Independent Contractor to the Company pursuant to this Agreement, and provided further that the Independent Contractor must in any such sale or purchase notify the party to such transaction that the Independent Contractor is licensed as a real estate salesperson.
5. Independent Contractor agrees not to create or impose any liability actual or otherwise upon the Company or any of its related entities, or person employed by it or affiliated therewith.
6. Independent Contractor represents that he or she is duly licensed as a real estate broker or salesperson under the laws of the state of Ohio. Independent Contractor shall transfer such real estate license to the Company for the term of this Agreement. During the term of this Agreement, Independent Contractor shall, at Independent Contractor's expense, maintain in good standing such real estate license.
7. Independent Contractor agrees to comply in all respects with all applicable laws, rules and regulations relating to the engaging by the Independent Contractor in real estate referral activities, including without limitation, the real estate licensing laws of the state of Ohio, and to conduct Independent Contractor's real estate referral activity in accordance with this Agreement and the policies of the Company.
8. Independent Contractor agrees to conform to and abide by all Codes of Ethics that are binding on or applicable to real estate brokers and salespersons operating in the state of Ohio.
9. Independent Contractor agrees to act, and to represent that he or she is acting solely as a referral associate of the Company and not as an active real estate broker or salesperson with any other firm, whether or not related to the Company.
10. The Company agrees to maintain a system of personnel and materials sufficient for processing Independent Contractor's referrals of prospective buyers and sellers.
11. Independent Contractor's compensation hereunder shall be limited to commissions earned with respect to referrals made by Independent Contractor to the Company. No commission shall be deemed to be earned by the Independent Contractor until such time as the title to the property sold or purchased by Independent Contractor's referred prospect passes from the seller to the buyer and a real estate commission or fee for such referral is received by the Company. The amount of the referral fee to be paid for each referral to the Independent Contractor shall be as established by the Company and set forth in the Policies and Procedures of Global Realty Services, LLC. The

Company reserves the right to unilaterally change from time to time during the term of this Agreement, the amount of the referral fee, provided that the amount of the referral fee in effect at the time of closing of a particular real estate transaction, shall be utilized in computing the referral fee earned by Independent Contractor.

Independent Contractor will not be treated as an employee with respect to the services provided pursuant to this Agreement for Federal Tax purposes. Independent Contractor shall be paid the gross amount of referral fees due, without withholding for Federal, State or local income taxes, (unless the Company is required by law to withhold). The Company shall not be responsible for payment of any F.I.C.A, F.U.T.A., or other similar charges with respect to Independent Contractor and Independent Contractor agrees to pay self-employment and other taxes, including income taxes and estates thereof, as required by the Internal Revenue Code of 1954, as amended, and the laws, rules and regulations of any other governmental entity having jurisdiction over Independent Contractor. Referral fees, determined and computed as set forth above, shall be the sole compensation payable by the Company to Independent Contractor hereunder. Independent Contractor shall not receive any draw or advance against future referral fees nor shall Independent Contractor be paid any salary or wage or be reimbursed any expenses incurred by Independent Contractor in the performance of Independent Contractor's services hereunder. Payment of referral fees from the Company to Independent Contractor shall take place as soon as practicable after receipt of the referral fees by the Company from the broker.

12. The Company in its sole discretion shall determine (i) whether or not a claim is to be made or a lawsuit filed against an active broker for referral fees, and (ii) the time, manner and in whose name any such claim or lawsuit is to be filed, negotiated, maintained, settled or compromised and (iii) terms and conditions of settlement or compromise of any such fees incurred by the Company in connection with any claim or lawsuit. Costs and expenses, including attorney's fees, incurred by the Company in connection with any claim or lawsuit to receive referral fees whether a successful result is achieved or not, shall be paid when due by the Company and Independent Contractor in the same proportion as the referral fee being sought would have been divided between the Company and the Independent Contractor absent the dispute. Likewise, the net proceeds of any judgment recovered or of any negotiated settlement of a claim or lawsuit shall, when collected, be divided between the Company and Independent Contractor in such proportion.
13. Independent Contractor shall determine his or her own hours of work.
14. Independent Contractor shall pay any and all expenses incurred by Independent Contractor in connection with referral of any prospective buyer or seller to the Company including, without limitation, expenses of transportation, gasoline, automobile, telephone, business cards, and entertainment. The company shall not be obligated to furnish or make available to Independent Contractor any office or other facilities or clerical services of the Company. Any such office or other facilities or clerical services required deemed desirable by Independent Contractor to perform the services and responsibilities hereunder, shall be the sole responsibility of Independent Contractor.
15. The Company shall not be liable to Independent Contractor for any expenses incurred by him or her or for any of his or her acts, nor shall Independent Contractor be liable to the Company for any of its expenses in discharging its obligations hereunder. Independent Contractor shall have no authority to bind the Company by any act, promise or representation.
16. Independent Contractor shall at all times during term of this agreement be deemed to be an "Independent Contractor" and not a servant, employee, partner or joint venturer of the Company.

17. Independent Contractor shall not, after termination of this Agreement, use to his or her own advantage, or the advantage of any other person or corporation, any information gained for or from the files or business of the Company. Upon termination, Independent Contractor agrees not to disclose nor furnish any person or entity any information concerning the Company's clients, customers, properties, prices, policies or relationships nor remove any item belonging to or associated with the Company as the same are solely the property of the Company. Independent Contractor further agrees that for a period of six (6) months after termination of this Agreement and affiliation, Independent Contractor will not directly or indirectly solicit or otherwise attempt in any manner to induce any referral associate of the Company to terminate his or her affiliation with the Company.
18. If either party hereof shall default or breach any part of this Agreement which default or breach results in a loss or damage to the other party, the defaulting party hereby agrees to pay to the other party all loss or damage including legal fees and further agrees to hold the other party harmless from any claim, demand, cause of action or lawsuit which may result from or be caused by such wrongdoing. Independent Contractor further agrees to indemnify and hold the company harmless from any claims, demands or judgments, including legal fees and costs incurred in investigating and defending such claims, demands or judgments arising out of this Agreement and Independent Contractor's services as an Independent Contractor.
19. This Agreement and the affiliation hereby may be terminated;
- a. By either party at any time upon reasonable written notice to the other party; or
 - b. By the Company, immediately upon delivery of notice to Independent Contractor that Independent Contractor has failed to comply with any of the terms and conditions of this Agreement.
20. This Agreement is personal to the Independent Contractor and neither the Agreement or any of the rights or duties hereunder may be transferred, assigned, mortgaged, or otherwise encumbered by Independent Contractor, by operation of law or otherwise.
21. This Agreement and Addendum, together with the policies and procedures referred to herein, represents the entire Agreement between the Company and Independent Contractor. This Agreement may not be changed orally but only in writing executed by both parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

INDEPENDENT CONTRACTOR

DATED

GLOBAL REALTY SERVICES, LLC

DATED